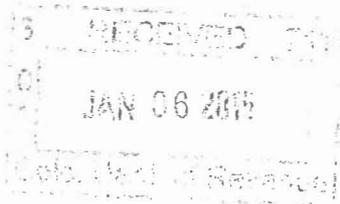


Departmental Use Only



CR 0100AP (08/05/14)
COLORADO DEPARTMENT OF REVENUE
 Registration Control Section
 PO Box 17087
 Denver CO 80217-0087

Colorado Sales Tax Withholding Account Application

You can now apply online, see page 3 for more information. If applying by paper, read the instructions (on page 4) before completing this form.

A	1. Reason for Filing This Application — Required			
	<input type="checkbox"/> Original Application		<input type="checkbox"/> Change of Ownership	<input checked="" type="checkbox"/> Additional Location
Do you have a Department of Revenue Account Number?			If Yes, Account Number	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			302 45 727	
2. Indicate Type of Organization. If you are not an individual you must have a FEIN number.				
<input type="checkbox"/> Individual	<input type="checkbox"/> Limited Liability Company (LLC)	<input checked="" type="checkbox"/> Corporation/'S' Corp.	<input type="checkbox"/> Government	
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Liability Partnership (LLP)	<input type="checkbox"/> Association	<input type="checkbox"/> Joint Venture	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Limited Partnership (LLLP)	<input type="checkbox"/> Estate/Trust	<input type="checkbox"/> Non-Profit (Charitable)	
B	1a. Last Name or Business Name		First Name	Middle Initial
	Faragosi Farms Inc			
	1b. Proof of Identification (Requirements – See page 4)			
2a. Trade Name/ Doing Business As (If applicable, and for informational purposes only)		2b. FEIN (required)	2c. SSN	
Faragosi Farms		[REDACTED]		
Physical Place of Business				
3a. Principal Address (A Colorado address is required if a location in the state)		City	State	Zip
612 Hainlen Street		Trinidad	CO	81082
3b. County		3c. If business is within limits of a city, what city?	3d. Phone Number	
Las Animas		Trinidad	(470) 222-9040	
Mailing address — enter mailing address here if different than the physical address				
4a. Last Name or Business Name		First Name	Middle Initial	4b. Phone Number
				()
4c. Mailing Address		City	State	Zip
5. List specific products (you must list the products you sell) and/or services you provide and Explain In Detail in section 5a. below.				
Do you sell alcohol?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you rent out items for 30 days or less?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you sell tobacco products?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you sell Prepaid Wireless?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is your business in a special taxing district?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you sell medical marijuana?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you rent motor vehicles for 30 days or less?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you sell adult usage marijuana?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5a. List specific products and/or services you provide and Explain In Detail				
Retail Marijuana Grow and MIP				
6a. Owner/Partner/ Corp. Officer Last Name		Owner/Partner/ Corp. Officer First Name		Middle Initial
Smith		Davyd		H
6b. Title	6c. FEIN	6d. SSN	6e. Phone Number	
		[REDACTED]	(720) 985-8556	
6f. Address		City	State	Zip
3041 Fillmore Street		Denver	CO	80205
7a. Owner/Partner/ Corp. Officer Last Name		Owner/Partner/ Corp. Officer First Name		Middle Initial
7b. Title	7c. FEIN	7d. SSN	7e. Phone Number	
			()	
7f. Address		City	State	Zip

(Form continued on page 2)

7

If you acquired the business in whole or in part, complete the following:

8a. Prior Last Name or Business Name		First Name	Middle Initial	8b. Date of Acquisition (MM/DD/YY)	
8c. Address			City	State	Zip

C

1. If seasonal, mark each business month: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

2a. Filing Frequency: If sales tax is collected:
 \$15.00/ month or less — Annually Under \$300/ month — Quarterly
 Wholesale Only — Annually \$300/ month or more — Monthly

2b. First Day of Sales (MM/DD/YY)
02/01/15

3. Indicate which applies to you: Retail-Sales Wholesaler Charitable Retailers-Use

Revenue Registration Account Number (Dept. Use Only)
27925210

D

1. Filing frequency If wage withholding amount is W2 (Withholding of \$50,000 plus see Section D page 6)
 \$1 – \$6,999/Year — Quarterly \$7,000 – \$49,999/ Year — Monthly \$50,000 +/ Year — Weekly

2. W2 Withholding 1099 Withholding

1a. Filing frequency If wage withholding amount is 1099 (Withholding of \$50,000 plus see Section D page 6)
 \$1 – \$6,999/Year — Quarterly \$7,000 – \$49,999/ Year — Monthly \$50,000 +/ Year — Weekly

2a. Oil/Gas Withholding

3a. First Day of Payroll, if applicable (MM/DD/YY)
02/01/15

3b. Payroll Records Phone Number
(470) 222-9040

Period Covered	Fees (see fees on page 3)			
	From	To		
MM/YY	MM/YY			
		(0020-810)	State Sales Tax Deposit	(355) \$ 0.00
	12/	(0080-750)	Sales Tax License	(999) \$ 0.00
2/15	12/ 15	(0100-750)	Wholesale License	(999) \$ 8 0.00
		(1000-750)	Wage W2 Withholding	(999) \$ 0.00
		(1020-750)	1099 Withholding	(999) \$ 0.00
	12/	(0160-750)	Charitable License	(999) \$ 0.00
Mail to and Make Checks Payable to: Colorado Department of Revenue, PO-Box 17087 Denver, CO 80261-0087			Amount Owed \$	8 .00

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

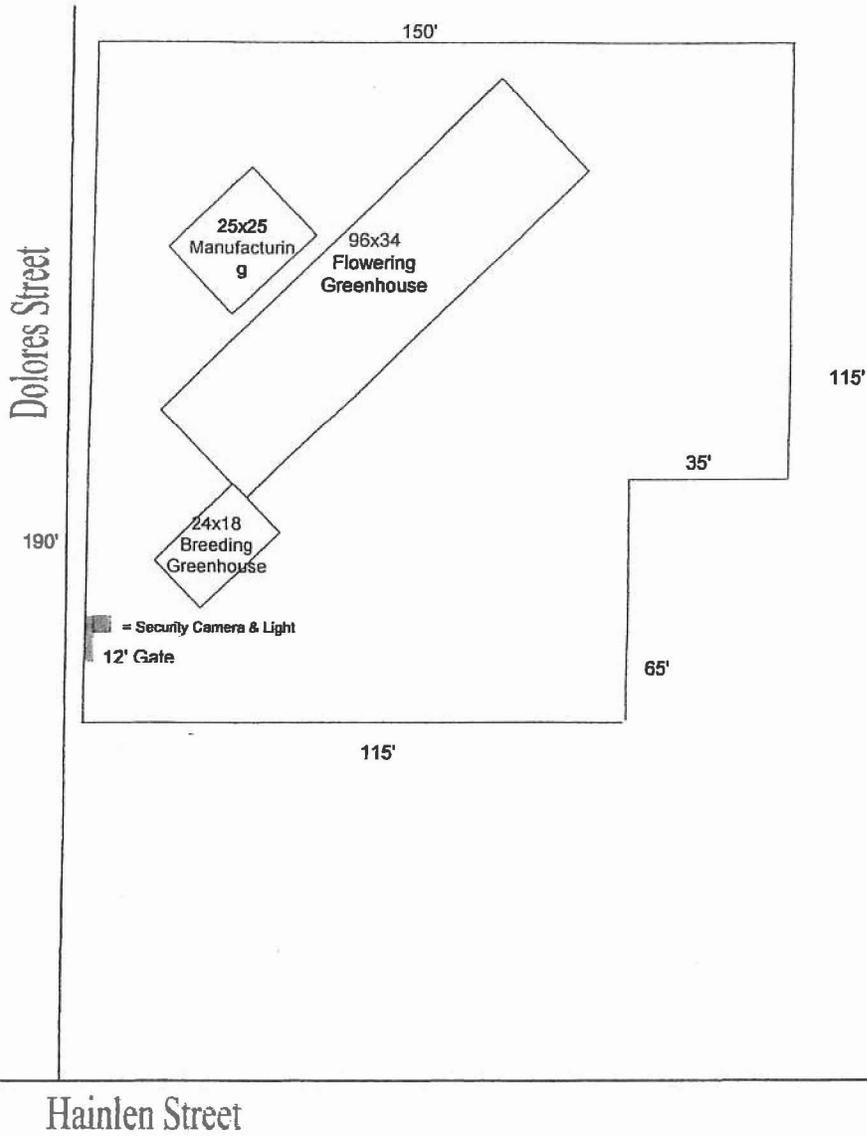
F

I declare under penalty of perjury in the second degree that the statements made in this application are true and complete to the best of my knowledge.

Signature of Owner, Partner, or Corporate Officer Required: *[Signature]* Title: *Owner* Date (MM/DD/YY): *01/05/2015*

(See fees and additional information on page 3)

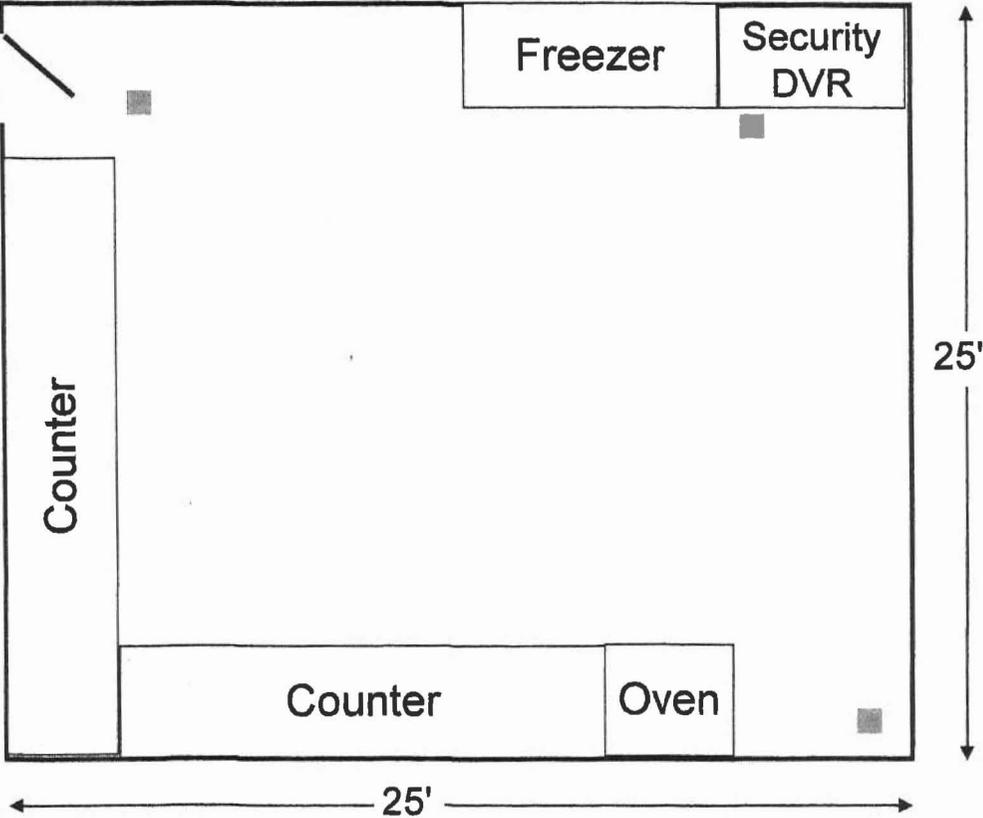
Faragosi Farms Cultivation and Manufacturing Site Plan



Faragosi Farms Manufacturing Layout

■ = Security Camera

■ = Security Camera & Light





Individual History Record
City of Trinidad, Colorado

**CONFIDENTIAL INFORMATION
NOT FOR PUBLIC DISCLOSURE**

PLEASE PRINT CLEARLY IN BLACK INK

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Retail Marijuana License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. EVERY answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.

- 1. Owner/Company Name Faragosi Farms Incorporated
- 2. D/B/A (Doing Business As) Faragosi Farms
- 3. Business address 612 Hainlen Street, Trinidad, CO 81082
- 4. Business License # _____

- 5. Your Full Name (last, first, middle) Davyd Howard Smith
- 6. List any other names you have used _____

- 7. Mailing address (If different from residence) 3041 Fillmore Street Denver, CO 80205
- 8. Phone 720-985-8556

- 9. List All Other Retail Marijuana Licenses issued to Applicant (Attach separate sheet if necessary)
- Location
- _____
- _____
- _____

- 10. Identify Retail Marijuana Cultivation Facility License, license number, and Issuer of said license.
- _____

11. List all residence addresses below. Include current and previous addresses for the past *five* years.

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	<u>3041 Fillmore Street</u>	<u>Denver, CO 80205</u>	<u>2005</u>	<u>Present</u>
Previous	_____	_____	_____	_____
	_____	_____	_____	_____

12. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Acumen Digital	1062 Delaware Street Denver, CO 80205	Vice President	9/14	Present
Echostar	100 Inverness Trace Englewood, CO 80112	Director IT	9/07	9/14

13. List the name(s) of relatives working in or holding a financial interest in the Colorado Marijuana Industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE

14. Have you ever applied for, held, or had an interest in a State of Colorado Marijuana License, or loaned money, furniture or fixtures, equipment or inventory, to any Marijuana licensee? If yes, answer in detail. YES NO

15. Have you ever received a violation notice suspension or revocation, for a law violation, or have you applied for or been denied a Marijuana License anywhere in the U.S.? If yes, explain in detail. YES NO

16. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include all arrests. If yes, explain in detail; include date, charge and disposition. YES NO

17. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? If yes, explain in detail. YES NO

18. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? If yes, explain in detail. YES NO

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth _____ b. Social Security Number SSN _____ c. Place of Birth _____ d. U.s. Citizen?
 YES NO

e. If Naturalized, State where _____ f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____

k. Permanent Residence Card Number _____

l. Height _____ m. Weight _____ n. Hair Color _____ o. Eye Color _____ p. Sex _____ q. Race
 _____ Caucasian

r. Do you have a current Driver's License? YES NO If so, give State and Number CO _____

14. Financial Information

This section is to be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company

20. Give name of bank where business account will be maintained; Account Name and Account Number, and the name or names of persons authorized to draw thereon.

Wells Fargo Checking _____

Wells Fargo Savings _____

AFFIDAVIT

State of Colorado)
) ss.
County of Las Animas)

I, Davyd Smith, being first duly sworn, state that I am
Printed Name of Applicant

an applicant for a Retail Marijuana business for Faragosi Farms Incorporated,
Name of Establishment

Located at 612 Hainlen Street, Trinidad, CO 81082, Trinidad, Colorado;
Address of Establishment

and that in connection with said application, I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.

In addition, I hereby state that I have not been convicted of a crime, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense in criminal or military court other than what has been reported within my application for said license, except traffic violations which did not result in suspension or revocation of my driver's license or conviction of driving under the influence of alcoholic beverages.

I fully understand that the Trinidad Police Department conducts a background investigation of all applicants (using this application for its beginning point), who are being considered for a Marijuana License. This investigation includes, but is not limited to, an investigation of past employment, financial stability, driving records and character. I hereby waive any and all rights that I may have to examine, review, or inspect any documents or information of whatever kind, form or nature, obtained in the course of the background investigation.

I hereby authorize any person who is contacted by the Trinidad Police Department's personnel to release any information to the Trinidad Police Department pertaining to the background investigation.

I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the City of Trinidad, State of Colorado, and can not and will not be returned to me under any circumstances whatsoever, and will not be disclosed to me.

I authorize the Trinidad Police Department to release any information or documents collected during the application process to any person or entity lawfully empowered to obtain this information or documents.

I further agree to release and hold harmless any person releasing such information to the Trinidad Police Department from any and all liability or claims that I may have against that person arising out of the release of such information.

I further agree to release and hold harmless the City of Trinidad, its elected officials, officers, agents and employees from any and all liability or claims which I may have arising out of the disclosure of such information to the Trinidad Police Department for use by the Trinidad Police Department in the consideration of my application for a Marijuana License, the disclosure or release of any information or documents by the Trinidad Police Department or agents thereof collected during the application process to any person or entity lawfully empowered to obtain such information or documents.

This Affidavit is made for purposes of inducing the Local Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Trinidad Marijuana Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

David Smith
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 13 day of January, 2015, by _____.

Witness my hand and official seal.

My commission expires 12/8/2018

Dawn Van Vleet
Notary Public
State of Colorado
Notary ID: 19984010978
My Commission Expires June 8, 2018

Dawn Van Vleet
Notary Public

Owner/Manager Approval (Required)

I, David Smith, Owner/Manager of Faragosi Farms, Inc.
Owner or Manager's Name Printed Here Business Name Printed Here

acknowledge and approve the submittal of an application for David Smith
Applicant's Printed Name Here

DATE 03/11/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: SMITH, DAVYO
SOC: XXX-XX-████████

DATE OF BIRTH: ██████████

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Ronald C. Sloan, Director
Colorado Bureau of Investigation

CIVIL APPLICANT RESPONSE

ICN E201507000000061252

CIDN

OCA CO0360100

SMITH, DAVYO

MNU

SOC [REDACTED] SEX [REDACTED]

COCBI0000 COLORADO B OF I

DENVER CO

2015/03/05

A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST

DATA. CJIS DIVISION

2015/03/11 FEDERAL BUREAU OF INVESTIGATION

COCBI0000
CO BUREAU OF INVEST
COLORADO B OF I
STE 3000
690 KIPLING ST
DENVER, CO 80215-8001



Trinidad Police Department

2309 E Main St.

Trinidad, Co 81082

(719) 846-4441 (719) 846-3728 (fax)

To Audra Garrett, City Clerk
From Det Sgt Phil Martin
March 24, 2015

A handwritten signature in black ink, appearing to be 'Phil Martin', is written over the text 'From Det Sgt Phil Martin'.

RE: Davyd Smith Faragosi Farms Inc.

To whom it may concern:

This agency has checked various public access data bases and has found NO RECORD on the above listed applicant. If additional information is required, please feel free to contact this agency.



Trinidad Police Department

2309 E Main St.

Trinidad, Co 81082

(719) 846-4441 (719) 846-3728 (fax)

To Audra Garrett, City Clerk

From Det Sgt Phil Martin

March 24, 2015

A handwritten signature in black ink, appearing to be 'Phil Martin', written over the printed name.

RE: Davyd Smith Faragosi Farms Inc.

To whom it may concern:

This agency has checked various public access data bases and has found NO RECORD on the above listed applicant. If additional information is required, please feel free to contact this agency.

CANNA SECURITY AMERICA (CSA)
4704 Harlan Street Suite 520
Denver, CO 80212
phone (888)929-4272 fax (720)269-1410

ALARM MONITORING CONTRACT

Agreement dated December 8, 2014, by and between CANNA SECURITY AMERICA (hereinafter referred to as "CSA" or "ALARM COMPANY") and Faragosi Farms (Davyd Smith authorized signer), (hereinafter referred to as "Subscriber" or "Buyer"). Premises where communication software is installed: 612 Hainlen Street Trinidad, CO 81082 (Manufacturing) Phone: 470-222-9040

Subscriber owns an electronic security system and desires central office monitoring service. The parties agree as follows:
1. COMMUNICATION SOFTWARE REMAINS PERSONAL PROPERTY OF CSA: CSA shall instruct Subscriber in the proper use of the security system, install, program and service in the premises of the Subscriber, communication software which shall remain the sole personal property of CSA and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by CSA. Communication software is part of the instrument panel programmed to transmit a signal. Passcode to CPU software remains property of CSA. Provided Subscriber performs this agreement for the full term thereof, upon termination CSA shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

2. DESCRIPTION OF SERVICE AND EQUIPMENT: Value of installed software is: \$

Service(s) provided: [X] Basic Monitoring (\$ 30.00) [X] Radio or Cellular Backup (+\$25.00)
[] Open/Close Reports (+\$35.00) [] Supervised Monitoring (+\$45.00) [X] Total Connect 2.0 Service (+\$8.00)

Approximate date of installation: Feb 1, 2015 Estimated date for completion: March 1, 2015

3. INSTALLATION AND SERVICE CHARGES: Subscriber agrees to pay CSA:

(a) The sum of \$ [redacted], for the installation and programming of the communication software and transmitter if not already installed.

(b) The sum of \$ [redacted] per month, for the monitoring and servicing of the communication software for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided herein.

4. TERM OF AGREEMENT: RENEWAL INCREASE: The term of this agreement shall be for a period of thirty-six (36) months and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. CSA shall be permitted, from time to time to increase the monitoring charge by an amount not to exceed eight percent each year and Subscriber agrees to pay such increase as invoiced. Buyer agrees to pay an early termination fee of \$250.00 upon receipt of written request for cancellation of service by Buyer to CSA prior to the term of this agreement at least 30 days before requested cancellation date.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from Subscriber's alarm system, CSA or its designee communication center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of CSA or CSA's designee communication center and CSA does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of CSA and are not maintained by CSA and, therefore, CSA shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish CSA with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to CSA in writing. Subscriber authorizes CSA to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to view cameras or monitor sound then upon receipt of an alarm signal central office shall view cameras and monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests CSA to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay CSA \$65.00 for each such service. CSA may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

6. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: CSA does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that CSA is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. CSA has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for CSA's default hereunder is to require CSA to repair or replace, at CSA's option, any equipment covered by this agreement which is non-operational.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT. READ THEM BEFORE YOU SIGN THIS CONTRACT. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

CANNA SECURITY AMERICA (CSA):

SUBSCRIBER:

By: Chris Jensen

Faragosi Farms Incorporated

Subscriber Agrees to have its credit card automatically changed for all charges under this contract.

Subscriber - BUSINESS NAME

Credit Card #: [redacted]

118 Santa Fe Trail Trinidad, CO 81082

Security Code: [redacted]

Business Address

Expiration Date: [redacted]

Davyd Smith

[] Mastercard [X] Visa [] American Express

(Print Full Name)

Tax ID/ Social Security Number

Cardholder's Name (As it appears on credit card): Davyd Smith

Signature (Name must be printed below)

Billing Address: 3014 Fillmore St.

3014 Fillmore St. Denver, CO 80205

Denver, CO 80205

Residence Address

7. **EXCULPATORY CLAUSE:** Subscriber agrees that CSA is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though CSA does not guarantee that no loss will occur. CSA is not assuming liability, and therefore shall not be liable to Subscriber for any loss, personal injury or property damage, sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by CSA's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases CSA from any claims for contribution, indemnity or subrogation.

8. **LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of CSA as a result of CSA's negligent performance to any degree, failure to perform any of CSA's obligations, equipment failure or strict products liability, that CSA's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase CSA's maximum amount of CSA's limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment commensurate with CSA's increased liability. This shall not be construed as insurance coverage.

9. **LIQUIDATED DAMAGES:** The parties agree that in the event Subscriber suffers damages as a result of CSA's negligence to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees that should there arise any liability on the part of CSA, Subscriber agrees to accept \$250.00, or the amount provided for in paragraph 8, whichever is greater, as liquidated damages in complete satisfaction of such liability and CSA is released and discharged from any further liability.

10. **CARE OF COMMUNICATION SOFTWARE AND TRANSMITTER:** Subscriber agrees not to tamper with, remove or otherwise interfere with the communication software and transmitter which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any damage, including but not limited to damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement to the software and transmitter (if installed by CSA) shall be made by CSA without additional charge.

11. **ALTERATION OF PREMISES FOR INSTALLATION:** CSA is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in CSA's sole discretion for the installation and service of the communication software, and CSA shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the communication software, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the communication software under the terms of this agreement.

12. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31x Block or equivalent, Internet connection, high speed broadband cable or DSL and static IP Address, as deemed necessary by CSA in its sole discretion and to notify CSA of any change in such service.

13. **TESTING AND SERVICE OF COMMUNICATION SOFTWARE:** Communication software, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the communication software and to notify CSA if it is in need of repair. CSA shall not be required to service the communication software unless it has received notice from Subscriber, and upon such notice, CSA shall service the communication software to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Any repair or other services provided by CSA to Subscriber's alarm or security equipment shall be at CSA's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract. In the event Subscriber complies with the terms of this agreement and CSA fails to repair the communication software, Subscriber agrees to send notice in writing by certified or registered mail, return receipt requested and Subscriber shall not be responsible for payments due while the communication software remains inoperable. In any lawsuit between the parties in which the condition or operation of the communication software is in issue, the Subscriber shall be precluded from raising the issue that the communication software was not operating unless Subscriber can produce a post office certified or registered receipt, signed by CSA, evidencing that service was requested by Subscriber. Only communication software is covered by service. It shall be Subscriber's sole responsibility to maintain the communication hardware and subscriber's alarm equipment and system in working order.

14. **LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by CSA, the payments to be made by the Subscriber for the term of this agreement pursuant to paragraph 3(b) form an integral part of CSA's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix CSA's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to CSA, Alarm Company shall be permitted to terminate all its services under this agreement and remedy its program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, CSA may at its option either remove its software and equipment or deem same sold to Subscriber for 80% of the amount specified as the value of the software in addition to the liquidated damages provided for herein. Should CSA refer this contract to an attorney, Subscriber shall pay CSA's legal fees. The parties waive trial by jury in any action between them. In any action commenced by CSA against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction of Colorado and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Colorado and in the County where CSA's principal place of business is located. Any action by subscriber against CSA must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings against CSA must be based on the provisions of this agreement. Any other action that subscriber may have or bring against CSA in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid First-Class Mail delivered by the U.S. Post Office or overnight by Federal Express or UPS to the party's address in this agreement or other address provided by a party in writing to other party.

15. **DELAY IN INSTALLATION:** CSA shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including CSA's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

16. **INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which CSA is named as insured, and under which the insurer agrees to indemnify and hold CSA harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by CSA's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. CSA shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.

17. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** Subscriber agrees to and shall indemnify and hold harmless CSA, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by CSA's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against CSA or CSA's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of CSA. CSA shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.

18. **FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse CSA for any fines relating to permits or false alarms. CSA shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department, this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should CSA be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay CSA for such service or material.

19. **CSA'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that CSA is authorized and permitted to subcontract any services to be provided by CSA to third parties who may be independent of CSA, and that CSA shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and Subscriber appoints CSA to act as Subscriber's agent with respect to such third parties, except that CSA shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to CSA's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of CSA.

20. **NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of CSA assigned by CSA to perform any service for or on behalf of Subscriber for a period of three years after CSA has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, CSA shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with CSA, times twelve, together with CSA's counsel and expert witness fees.

21. **FULL AGREEMENT/SEVERABILITY/CONFLICTING DOCUMENTS:** This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except CSA's requirements regarding forms of protection provided for in this agreement imposed by Authority Having Jurisdiction. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.



Canva Security
AMERICA



COLORADO
Department of Revenue
Enforcement Division - Marijuana

Colorado Business Retail Marijuana License Application

Marijuana Enforcement Division

DR 8548 (06/30/14)

Colorado Marijuana Enforcement Division

Retail Business License Application Instructions

APPLICATION CHECKLIST

1 Application Fully Completed

Type or clearly print an answer to every question. If a question does not apply to you, indicate so with an N/A. If you are unsure if a question applies to you or what information the form is asking you to provide, contact any Marijuana Enforcement Division office to seek clarification. If the available space is insufficient, continue on a separate sheet and precede each answer with the appropriate title. A separate application is required for EACH license type.

2 All Forms Signed & Attached

The following accompanying forms must be signed and returned with the application:

- Affirmation & Consent
- Investigation Authorization/Authorization to Release Information
- Applicant's Request to Release Information

3 All Requested Information Attached (Other forms may be made available and may be required at time of application)

The following information requested on the application must be attached, if applicable:

- Trade Name Registration
- Certificate of Good Standing from the Colorado Secretary of State's Office
- Certified Copy of Articles of Incorporation, including amendments for corporations
- Articles of Organization, including amendments and operating agreement for LLC
- Partnership Agreement, or operating/shareholder agreements
- If corp., annual and bi-annual reports and meeting minutes from past 12 months
- All applicable information requested on page 6
- Documentation showing legal possession of the premise to be licensed
- Diagram of premise to be licensed (described on page 4, question 4) including security drawing
- Copies of notes, security instruments, etc., (detailed on page 4, question 5 and page 6, question 8)
- Explanation detailing the funding sources used to finance the applicant business
- List of financial institution accounts as detailed on page 6, question 9
- Copy of sales tax and/or wholesale license

Note: The Marijuana Enforcement Division reserves the right to request additional information and documentation throughout the course of the background investigation.

4 Application and License Fees

See fee table on website.

Retail Marijuana license application fees are split between the Marijuana Enforcement Division (MED) and the Local Licensing Authority. In order for the State to accept this application, both the State and Local fees must be paid at the time the application is accepted by MED. This will require two (2) checks or money orders; one made payable to DOR and one made payable to the Local Licensing Authority, for EACH License. You are responsible for knowing who your Local Licensing Authority is.

5 Bring in Application (BY APPOINTMENT ONLY)

Bring in application and all attachments to: Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver, CO 80203

Colorado Marijuana Licensing Authority Retail Business License Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input type="checkbox"/> Retail Marijuana Store <input type="checkbox"/> Retail Marijuana Cultivation <input type="checkbox"/> Retail Marijuana Test Facility	<input type="checkbox"/> Tier 1 = 3600 or fewer plants <input type="checkbox"/> Tier 2 = 3601 – 6000 plants <input type="checkbox"/> Tier 3 = 6001–10200 plants	<input checked="" type="checkbox"/> Retail Marijuana Products Manufacturer <input type="checkbox"/> Conversion <input type="checkbox"/> Retail/Medical Marijuana Combined Use	
Applicant's Legal Business Name (Please Print) Faragosi Farms, Inc.		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) Faragosi Farms		Website Address	
Physical Address			
Street Address of Marijuana Business 612 Hainlen Street		City Trinidad	State CO
Business Phone Number (470) 222-9040		Business Fax Number	ZIP 81082
		Email Address davydsmith@msn.com	
Mailing Address (if different from Business Address)			
Address		City	State ZIP
Primary Contact Person for Business		Title	Primary Contact Phone Number
Primary Contact Address (city, state ZIP)		Primary Contact Fax Number	
Federal Taxpayer ID 47-1837158		Colorado Sales Tax License # 27925210	Email Address Davydsmith@msn.com
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Publicly Traded Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other _____			
State of Incorporation or Creation of Business Entity Colorado			Date 09/03/2014
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) 09/03/2014			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business Colorado			
List all Trade Names used by the Business Entity (other than above) Faragosi Farms			
Attach copies of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such. If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.			

1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state); (a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)? (b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked? (c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?		 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
If you answered yes to 2a, b or c, explain in detail on a separate sheet.			
3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.		 <input type="checkbox"/> <input checked="" type="checkbox"/>	
4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc. <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ (a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord Craig Hixson	Tenant Faragosi Farms, Inc.	Expires March 31, 2016	
Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)			
5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.			
Name	Date of Birth	FEIN OR SSN	Interest
Craig Hixson	██████████	██████████	Landlord
2MC Holdings LLC		██████████	Loan
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.			
Local Licensing Authority (To be filled out by Applicant)			
Local Licensing Authority/Department Trinidad City Council		Address 135 North Animas Street Trinidad CO 81082	
Local Licensing Authority contact name Audra Garrett	Contact Phone (719) 846-9843	Contact Email audra.garrett@trinidad.co.gov	
6. Has the Applicant filed for a retail marijuana cultivation?		Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	
What City or County? (Fill out a separate and complete application) Trinidad			
7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?		<input checked="" type="checkbox"/> <input type="checkbox"/>	
Printed Legal Business Name Faragosi Farms, Inc.	Printed Trade Name (DBA) Faragosi Farms		

Ownership Structure

List all persons and/or entities with any ownership interest, and all officers and directors, whether they have ownership interest or not. If an entity (corporation, partnership, LLC, etc.) has interest, list all persons associated with such entity, their ownership in the entity, and their effective ownership in the license. List all parent, holding or other intermediary business interest. An Associated Key License Application form must be submitted for all persons in a privately held company or a publicly traded corporation, and all officers and directors.

Name Davyd Smith		Title Owner		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address 3041 Fillmore Street		City Denver		State CO		ZIP 80205		Phone Number (720) 985-8556	
Business Associated with (Parent business or sub-entity) Faragosi Farms, Inc.				Own. % Business Associated with 100%			Effective Own. % in Applicant 100%		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City-		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		

Are there any outstanding options and warrants?
 Yes No *If YES, attach list of persons with outstanding options and warrants

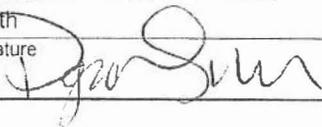
Are there any other persons, other than those listed in the Ownership Structure, including but not limited to suppliers, lenders and landlords, who will receive, directly or indirectly, any compensation or rents based upon a percentage or share of gross proceeds or income of the Marijuana business?
 Yes No *If YES, attach list of persons

Printed Legal Business Name Faragosi Farms, Inc.	Printed Trade Name (DBA) Faragosi Farms
1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Financial History	
1. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments or tax liabilities due to any governmental agency anywhere? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity filed a bankruptcy petition in the past 5 years, had such a petition filed against it, or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for it? If YES, provide details on a separate sheet and attach any documents from the bankruptcy court.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the applicant, the applicant's parent company or any other intermediary business entity currently a party to, or has it ever been a party to, in any capacity, any business trust instrument? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Has the applicant, the applicant's parent company or any other intermediary business entity been a party to a lawsuit in the past 5 years, either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Has the applicant, the applicant's parent company or any other intermediary business entity filed a business tax return in the past two years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Has the applicant, the applicant's parent company or any other intermediary business entity completed financial statements, either audited or unaudited, in the past two years? If YES, attach all financial statements completed in the past two years.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Has any interest or share in the profits of the sale of Marijuana been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Attach a list detailing the operating and investment accounts for this business, including financial institution name, address, telephone number, and account number for each account.	
10. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due.	
Person who maintains Applicant's business records Alix Rose	Title Manager
Address 1112 Lincoln St., Trinidad, CO 81082	Phone Number (404) 661-9982
Person who prepares Applicant's tax returns, government forms & reports Randall A. Lenz	Title Attorney / Tax Advisor
Address Terminus 200, Suite 2050, 3333 Piedmont Road NE, Atlanta, CA 30305	Phone Number (404) 240-1731
Location of financial books and records for Applicant's business 118 Santa Fe Trail, Trinidad, CO 81082	

Affirmation & Consent

I, Davyd Smith, as an authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Marijuana Business License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial or revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana License, and for 90 days following the expiration or surrender of such Marijuana license. Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Agent Name clearly below:

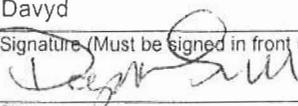
Applicant's Business Name Faragosi Farms, Inc.		Trade Name (DBA) Faragosi Farms	
Legal Agent Last Name (Please Print) Smith	Legal Agent First Name Davyd	Legal Agent Middle Name Howard	
Signature 		Date 1/13/2015	

Investigation Authorization Authorization to Release Information

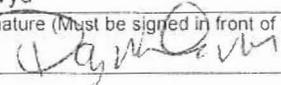
I, Davyd Smith, as an authorized agent for the applicant, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Authorized Agent clearly below:

Applicant's Business Name Faragosi Farms, Inc.		Trade Name (DBA) Faragosi Farms
Legal Agent Last Name (Please Print) Smith	Legal Agent First Name Davyd	Legal Agent Middle Name Howard
Legal Agent Title Owner	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 1/13/2015	City Denver	State CO
Witness 1 Signature 		

Applicant's Request to Release Information

TO: Marijuana Enforcement Division	FROM: (Applicant's Printed Name) Davyd Smith	
<ol style="list-style-type: none"> 1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege. 2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege. 4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets. 5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit: <ol style="list-style-type: none"> (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might; (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request; (c) To place the name of the agent presenting this request in the appropriate location on this request. 6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. 7. This power of attorney ends twenty-four (24) months from the date of execution. 8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application. 9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request. 10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request. 11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original. 		
Print Full Legal Name of Authorized Agent clearly below:		
Legal Agent Last Name (Please Print) Smith	Legal Agent First Name Davyd	Legal Agent Middle Name Howard
Legal Agent Title Owner	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 11/13/2015	City Denver	State CO
Witness 1 Signature 		
Signature of Marijuana Enforcement Division agent presenting this request		Date

Faragosi Farms Financial Institution Information

Wells Fargo

Account Number: 

Address:

P.O. Box 6995, Portland, OR 97228-6995

Phone:

800-225-5935

Faragosi Farms Financial Obligations / Loans

Creditor Name	2MC Holdings, LLC
Address	3700 Mansell Road, Suite 140, Alpharetta, GA 30022-1502
Phone	770-225-8837
Loan Number	Not Applicable
Loan Amount	\$150,000
Loan Terms	10% per annum compounded monthly. First interest only payment of \$10,296.58 due July 1, 2015, with monthly payments of \$6,226.99
Date Acquired	November 1, 2014
Loan Due Date	October 1, 2017

January 8, 2015

Colorado Department of Revenue
Enforcement Division Marijuana
455 Sherman Street, Suite 390
Denver, CO 80203

RE: Colorado Business Retail Marijuana License Applications

To Whom It May Concern:

I, Davyd Smith, will be the sole owner of Faragosi Farms, Inc. All funding has been provided pursuant to a loan from 2MC Holdings, LLC in the amount of \$150,000.00. I am the 100% owner of Faragosi Farms, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Davyd Smith". The signature is written in a cursive style with a large initial "D".

Davyd Smith

**FARAGOSI FARMS INC
PROMISSORY NOTE**

November 1, 2014

\$150,000.00 Principal Amount

Denver, Colorado

FOR VALUE RECEIVED, FARAGOSI FARMS INC, a Colorado corporation (hereinafter referred to as the "Maker") unconditionally promises to pay to the order of 2MC Holdings LLC, a Georgia limited liability company (hereinafter referred to as the "Holder"), located at 3700 Mansell Rd, Suite 140, Alpharetta, Georgia 30022-1502 (or at such other address as the Holder of this Note may designate in writing), the principal sum of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00), together with interest thereon at the rate of TEN PERCENT (10%) per annum, compounded monthly, on the unpaid balance until paid in full, as follows:

On July 1, 2015, one payment of all interest accrued from the inception of this Promissory Note until July 1, 2015. Thereafter, Maker shall make monthly payments of principal and interest of \$ [REDACTED] commencing on August 1, 2015 and continuing thereafter on the first day of each succeeding calendar month. This Promissory Note shall mature on October 1, 2017, at which time all unpaid principal and accrued interest thereon shall be due and payable in full. The attached Amortization Schedule represents the payment and amortization of the Promissory Note intended under this provision.

1. Prepayment. Maker may prepay this Promissory Note at any time without penalty or prior consent of Holder.

2. Transferability. This Note is transferrable by Holder upon written notice to the Maker.

3. Acceleration and Default Interest. If there shall be an Event of Default as defined in Item 4. below, and if such default is not cured within ten (10) days, the entire unpaid balance of this Promissory Note, including all principal and accrued interest, irrespective of the maturity date specified herein, shall, at the election of Holder, become immediately due and payable and each and every such delinquent payment, including the entire principal balance and accrued interest in the event of acceleration, shall bear interest thereafter at the rate of 18 percent (18%) per annum, compounded monthly, until paid in full. The rights or remedies of Holder as provided in this Promissory Note shall be cumulative and concurrent. Failure to exercise any such right to remedy shall in no event be construed as a waiver or release of such rights or remedies or the right to exercise them

at a later time.

4. Events of Default. The occurrence of any of the following events shall be an Event of Default:

(a) Failure to make any payment of principal or interest as provided under this Promissory Note;

(b) the entry by a court of competent jurisdiction of a decree or order adjudging the Maker bankrupt or insolvent or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Maker under the Federal Bankruptcy Act or any other applicable law or appointing a receiver, trustee or other similar official of Maker or all or substantially all of his respective assets, and the continuation of such decree or order unstayed and in effect for a period of 60 consecutive days; or

(c) the institution by Maker or the consent to the institution by Maker of proceedings to adjudicate Maker bankrupt or insolvent or the filing or consent by Maker to the filing of a petition or answer seeking reorganization or relief under the Federal Bankruptcy Act or any other applicable law, the consent by Maker to the appointment of a receiver, trustee or other similar official of Maker or of any substantial part of their respective property, an assignment by Maker for the benefit of creditors or the admission by Maker in writing of its inability to pay its debts generally as they become due.

5. Attorneys' Fees. Maker agrees to promptly reimburse Holder for all reasonable costs and expenses, including attorneys' fees and court costs, incurred to collect this Promissory Note or any installment hereunder, if not paid when due.

6. No Waiver. No failure on the part of Holder to exercise, and no delay in exercising any right hereunder, shall operate as a waiver of such right; nor shall any single or partial exercise by Holder of any right hereunder preclude the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

7. Waiver. Maker hereby waives presentment, demand for payment, protest for nonpayment, notice of dishonor, diligence in collection, and all other indulgences, and expressly agree that this Promissory Note may be extended or renewed from time to time and any real or collateral security or any part thereof may be released by Holder without in any manner affecting, altering, releasing, or limiting Maker's liability hereon.

8. Colorado Law. This Promissory Note is made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado.

9. General Provisions. This Promissory Note may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, unless set forth by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

Whenever used herein, the words "Maker", and "Holder" shall be deemed to include their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed this Promissory Note the day and year first above written.

MAKER: FARAGOSI FARMS INC

By:



Davyd Smith President and CEO

FARAGOSI FARMS INC

Compound Period Monthly

Nominal Annual Rate 10.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/01/2014	150,000.00	1		
2 Payment	07/01/2015	10,296.58	1		
3 Payment	08/01/2015	6,226.99	27	Monthly	10/01/2017

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	11/01/2014				150,000.00
2014 Totals		0.00	0.00	0.00	
1	07/01/2015	10,296.58	10,296.58	0.00	150,000.00
2	08/01/2015	6,226.99	1,250.00	4,976.99	145,023.01
3	09/01/2015	6,226.99	1,208.53	5,018.46	140,004.55
4	10/01/2015	6,226.99	1,166.70	5,060.29	134,944.26
5	11/01/2015	6,226.99	1,124.54	5,102.45	129,841.81
6	12/01/2015	6,226.99	1,082.02	5,144.97	124,696.84
2015 Totals		41,431.53	16,128.37	25,303.16	
7	01/01/2016	6,226.99	1,039.14	5,187.85	119,508.99
8	02/01/2016	6,226.99	995.91	5,231.08	114,277.91
9	03/01/2016	6,226.99	952.32	5,274.67	109,003.24
10	04/01/2016	6,226.99	908.36	5,318.63	103,684.61
11	05/01/2016	6,226.99	864.04	5,362.95	98,321.66
12	06/01/2016	6,226.99	819.35	5,407.64	92,914.02
13	07/01/2016	6,226.99	774.28	5,452.71	87,461.31
14	08/01/2016	6,226.99	728.84	5,498.15	81,963.16
15	09/01/2016	6,226.99	683.03	5,543.96	76,419.20
16	10/01/2016	6,226.99	636.83	5,590.16	70,829.04
17	11/01/2016	6,226.99	590.24	5,636.75	65,192.29
18	12/01/2016	6,226.99	543.27	5,683.72	59,508.57
2016 Totals		74,723.88	9,535.61	65,188.27	
19	01/01/2017	6,226.99	495.90	5,731.09	53,777.48
20	02/01/2017	6,226.99	448.15	5,778.84	47,998.64

FARAGOSI FARMS INC

	Date	Payment	Interest	Principal	Balance
21	03/01/2017	6,226.99	399.99	5,827.00	42,171.64
22	04/01/2017	6,226.99	351.43	5,875.56	36,296.08
23	05/01/2017	6,226.99	302.47	5,924.52	30,371.56
24	06/01/2017	6,226.99	253.10	5,973.89	24,397.67
25	07/01/2017	6,226.99	203.31	6,023.68	18,373.99
26	08/01/2017	6,226.99	153.12	6,073.87	12,300.12
27	09/01/2017	6,226.99	102.50	6,124.49	6,175.63
28	10/01/2017	6,226.99	51.36	6,175.63	0.00
2017 Totals		62,269.90	2,761.33	59,508.57	
Grand Totals		178,425.31	28,425.31	150,000.00	

FARAGOSI FARMS INC

Last interest amount decreased by 0.10 due to rounding.

Retail Marijuana Excise Tax Surety Bond

Principal Name(s) (attach additional sheet(s) if necessary) Faragosi Farms, Inc	Bond Number 5192805
Doing business under the name Faragosi Farms	Principal place of business 612 Hainten Street, Trinidad, CO 81082

We, as principal(s), and SureTec Insurance Company, as surety, a corporation

incorporated under the laws of the State of Texas and authorized to do business in the State of Colorado, execute this bond and are held and firmly bound unto the State of Colorado, Department of Revenue, in the sum of \$ 6,000.00 the payment of which we bind ourselves, our executors, administrators, heirs, assigns, and successors, jointly and severally, firmly by this bond. The total bond must be equal to two months of the retail marijuana cultivation facility's anticipated liability for the tax imposed pursuant to 39-28.8-302 C.R.S. A retail marijuana cultivation facility may file a replacement surety bond if the retail marijuana cultivation facility's two months anticipated tax liability changes after the Retail Marijuana Cultivation facility has been issued a retail marijuana cultivation license.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the principal has made application to the Executive Director of Revenue of the State of Colorado for a license to act as a retail marijuana cultivation facility in the State of Colorado;

NOW, THEREFORE if the principal shall pay all taxes, penalties, and interest due or to become due under the law of Colorado relating to retail marijuana, and particularly under C.R.S. 39-28.8-301, et. seq.

Notice from the obligee to the surety of default of any obligation herein upon the principal is expressly waived by the surety.

This obligation shall be a continuing obligation until and unless sixty (60) days' written notice of termination shall be given to the Executive Director of Revenue or his or her successor.

PROVIDED FURTHER that any action upon this obligation may be instituted upon the behalf of the People of the State of Colorado by the then Executive Director of Revenue or by his or her successor, and by service upon the surety. The surety hereby waives any objection it may now or hereafter have concerning the capacity of the Executive Director of Revenue or his successor to bring suit upon this obligation or to any rights said surety may have to require service upon the principal.

IN WITNESS WHEREOF, the principal(s) and the surety have hereunto set their hands and seals this

22nd day of December, 2014.

(Corporate Seal of Principal)

Principal

Faragosi Farms, Inc

Authorized Agent

ATTEST: Secretary

SureTec Insurance Company
ATTEST: Surety



Chelsea Stone, Attorney in Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Chelsea Stone

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Faragosi Farms, Inc
Obligee: Colorado Department of Revenue Excise Tax Accounting Section, Rm 237
Amount: \$ 6,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

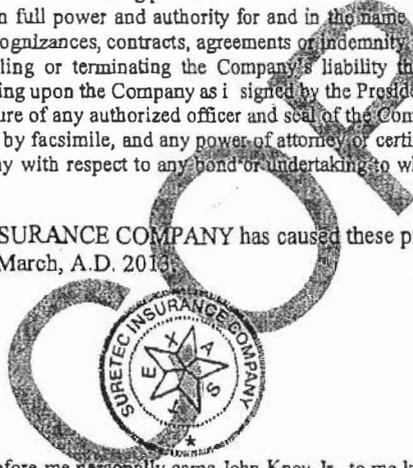
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

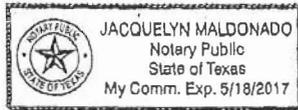
ss:
State of Texas
County of Harris



SURETEC INSURANCE COMPANY

By:
John Knox Jr., President

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 22nd day of December, 2014, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Faragosi Farms, Incorporated, d/b/a Faragosi Farms, 612 Hainlen Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Products Manufacturing Facility license at this location.

Hearing on application will be held on Tuesday, April 7, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: February 17, 2015.

Officers: Davyd Smith, 3041 Fillmore Street, Denver, CO 80205

Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 3rd day of March, 2015.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 3rd day of March, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Faragosi Farms, Incorporated
d/b/a Faragosi Farms
118 Santa Fe Trail
Trinidad, CO 81082
Certified Mail #7014 2120 0004 1880 9409



Audra Garrett, City Clerk

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Dated this 3rd day of March, 2015.

By Order of the Trinidad City Council
Audra Garrett, City Clerk

Publish: March 6, 2015
Furnish Proof of Publication

STATE OF COLORADO)

COUNTY OF LAS ANIMAS) SS

CITY OF TRINIDAD)

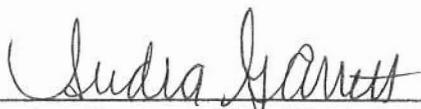
CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Faragosi Farms, Incorporated, d/b/a Faragosi Farms, 612 Hainlen Street, Trinidad, Colorado, which business has applied for a new Retail Marijuana Products Manufacturing Facility license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 13th day of March, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 13th day of March, 2015.

CITY OF TRINIDAD, COLORADO

(SEAL)



Audra Garrett, City Clerk

03/03/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Faragosi Farms, Incorporated

dba: Faragosi Farms

Address: 612 Hainlen Street

Type of License: Retail Marijuana Products Manufacturing Facility

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE:

April 7, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: fire inspection needed after
construction

3/4/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 16, 2015

03/03/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Faragosi Farms, Incorporated

dba: Faragosi Farms

Address: 612 Hainlen Street

Type of License: Retail Marijuana Products Manufacturing Facility

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 7, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: waiting for permit and plans

3-9-2015
Date

Chris S. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 16, 2015

3/3/2015

**DEPARTMENTAL INSPECTION REPORT
MEDICAL MARIJUANA LICENSE**

Applicant's Name: Faragosi Farms, Incorporated

DBA: Faragosi Farms

Business Address: 612 Hainlen Street

Type of License: Retail Marijuana Products Manufacturing Facility

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: April 7, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

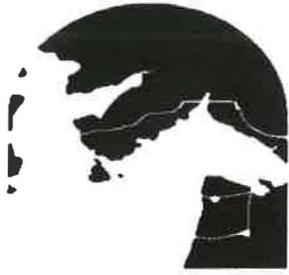
COMMENTS:

This building is under renovation/construction. An additional inspection MUST be completed by this department at the completion of the renovation/construction.

3-12-15
Date

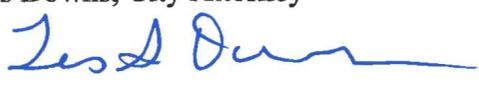
Charles J. Heenan
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 16, 2015



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, Asst. City Manager
PRESENTER: Les Downs, City Attorney
DEPT. HEAD SIGNATURE:
CITY MANAGER SIGNATURE: 

SUBJECT: Consideration of Marketing Contract between ZIV, LLC, and the City of Trinidad, by and through the Tourism Board

RECOMMENDED CITY COUNCIL ACTION: To have Council approve or deny this item as it has been approved by the Tourism Board

SUMMARY STATEMENT: To consider this contract, as it has been approved by the Tourism Board

EXPENDITURE REQUIRED: Yes, \$150,000, from the budget of Tourism

SOURCE OF FUNDS: Hotel/Lodging Tax Proceeds

POLICY ISSUE: No

ALTERNATIVE: Do not accept the contract.

BACKGROUND INFORMATION:

This item was tabled at the March 17th meeting. This is the selected company of the three that submitted bids in response to the request for proposals from the City for the marketing contract.

CONTACT FOR INFORMATION:

Les Downs, City Attorney
(719) 846-9843, ext. 120

5

5

MARKETING SERVICES AGREEMENT



CITY OF TRINIDAD, COLORADO
1876

CITY OF TRINIDAD TOURISM BOARD

City of Trinidad, Colorado
135 North Animas Street
P.O. Box 880
Trinidad, CO 81082
Telephone: 719-846-9843
Website: www.historictrinidad.com

TABLE OF CONTENTS

Article I.	Contractor's Responsibilities and Basic Services
Article II.	Mutual Obligations of the Board and Contractor
Article III.	Payment and Fee Schedule
Article IV.	Charter, Laws, and Ordinances
Article V.	Termination of Contract
Article VI.	Change Orders or Extensions
Article VII.	Equal Employment Opportunity
Article VIII.	Miscellaneous Provisions

MARKETING SERVICES AGREEMENT

This Marketing Services Agreement ("**Agreement**") is entered into this 3rd day of March, 2015, by and between the City of Trinidad Tourism Board (the "**Board**"), on behalf of the City of Trinidad, Colorado, a Home Rule City and Municipal Corporation of the State of Colorado (the "**City**"), and ZIV, LLC, a Kansas limited liability company that is registered to do business in Colorado with a place of business in Colorado at 1035 Pearl Street, 5th Floor, Boulder, CO 80302 ("**Contractor**").

RECITALS

WHEREAS, § 7-47 of the Code of the City of Trinidad, Colorado, provides that the Board shall contract with a proven marketing entity for the purpose of advertising and marketing tourism; and

WHEREAS, the Board and Contractor desire to enter into an arrangement whereby Contractor provides tourism-related advertising and marketing services for the Board and the City upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Board and Contractor hereby agree as follows:

ARTICLE I. CONTRACTOR RESPONSIBILITIES AND BASIC SERVICES

- 1.1. **Marketing Services.** During the term of this Agreement, Contractor, for and on behalf of the City, shall create, plan, and implement tourism-promotion strategies for the purpose of promoting the City as a visitor destination. Contractor's marketing services shall be performed in furtherance of the Board's following four (4) objectives:
 - (a) To attract overnight visitors to the City, and to encourage visitors to extend their stay in the City;
 - (b) To increase demand for local attractions, businesses, and entertainment by visitors of all ages;
 - (c) To promote festivals and events, in furtherance of encouraging economic development; and
 - (d) To foster civic pride and ambassadorship.
- 1.2. **Authorization of Projects.** Contractor's tourism-related marketing services shall be overseen by, and performed in consultation with, the Board. All specific projects to be performed by Contractor shall be authorized in advance by the Board and shall be described in a Statement of Work and attached hereto and thereby incorporated herein.
- 1.3. **Time of Performance.** The parties shall negotiate and agree to a timeline for when services will be performed and the same shall be reduced to writing.
- 1.4. **Reporting Requirements.** Contractor shall provide status reports on a monthly basis to the Board and/or a designee by the board. If accounting statements are provided, said statements shall detail expenditures made and fees accrued during the subject month.
- 1.5. **Independent Contractor Status.** Contractor, and any and all personnel utilized by Contractor under the terms of this Agreement, shall remain the employees or independent contractors of

Contractor and are not, nor shall be construed to be, agents or employees of the Board or the City. As an independent Contractor, Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. Additionally, it is understood that Contractor is not entitled to unemployment insurance coverage or workers' compensation benefits unless such coverage or benefits are provided by Contractor or some entity other than the City or the Board.

- 1.6. **Additional Firms.** Contractor shall inform the Board in writing of any additional firms it intends to hire to perform work in connection with this Agreement and shall keep the Board informed of any changes or additions to this information. The Board will approve Contractor's use of any additional firms prior to the commencement of specific projects pursuant to this Agreement. Contractor shall be responsible for the performance of the additional firm(s). Nothing contained herein shall create any contractual relationship between any additional firm(s) and the Board.

ARTICLE II. MUTUAL OBLIGATIONS OF THE BOARD AND CONTRACTOR

- 2.1. **Term.** The term of this Agreement shall extend from March 3, 2015, through March 1, 2016. Thereafter, this Agreement may be renewed on a calendar year basis, or as mutually agreed upon by the parties, provided such renewal is approved in writing (including email) by each of the parties.
- 2.2. **Nature of Agreement.** This Agreement does not guarantee to Contractor any work except as authorized by the Board or the City, nor does this Agreement create an exclusive contract.
- 2.3. **Assignment.** Except as otherwise provided in this Agreement, the services and any and all interests contemplated under this Agreement shall not be assigned, sublet, or transferred without the written consent of the Board. Notwithstanding the foregoing Contractor may use subcontractors in its performance of its services contemplated in this Agreement provided Contractor remains liable for the performance of its obligations and further provided Contractor uses commercially
- 2.4. **Ownership and Usage Rights of Marketing Materials.**
- a. **End Product(s).** All finished product(s) created by Contractor specifically for the City pursuant to this Agreement ("End Product(s)") shall, after payment in full to Contractor of all amounts described in this Agreement, become and be the property of the City. The City and the Board shall have the right to reproduce, re-use, and maintain all End Product(s); provided that the Board and/or the City do not alter said End Product(s) in a manner that unreasonably compromises the design integrity of Contractor's work and further provided such alterations are not attributed to Contractor without Contractor's prior written consent.
 - b. **Photography.** The parties acknowledge that this Agreement does not grant ownership or usage rights of photography from Contractor's photography library to the City or the Board, except to the extent that photography from Contractor's photography library is incorporated into End Product(s). Notwithstanding the foregoing, should the City or the Board desire to utilize any photograph(s) from Contractor's photography library that are (i) originated by Contractor and (ii) incorporated into End Product(s), Contractor hereby agrees to provide such photographs upon request in 72 dots per inch ("dpi") format for limited purposes, including, without limitation, use by the City or the Board in PowerPoint presentations. Notwithstanding the foregoing, additional or different restrictions may apply to any photographs or other materials provided by Contractor that are licensed to the Contractor and its clients from a third party stock photography or similar company.
 - c. **Contractor's Usage Rights.** Contractor shall retain the right to freely use, publish, and apply to other projects the information, data, results, and materials developed by Contractor in the course of performing under this Agreement.

- 2.5 **Confidential Information.** As a result of this Agreement, each party (the "**Recipient**") is likely to obtain access to the Confidential Information of the other party (the "**Disclosing Party**"). With respect to each particular item of Confidential Information, the Recipient shall not disclose to any person, partnership, entity, or other third party, or use for the Recipient's own benefit, any of the Disclosing Party's Confidential Information. "Confidential Information" means, without limitation, (a) all of the Disclosing Party's oral or written information or data disclosed to the Recipient which, under the circumstances, would appear to a reasonable person to be confidential or proprietary; and (b) any information or data of the type described above furnished to the Disclosing Party by third parties which is disclosed to the Recipient which the Disclosing Party has assumed obligations of confidentiality. "Confidential Information" does not include information that (i) the Recipient already knew; (ii) becomes public through no fault of the Recipient; (iii) was independently developed by the Recipient; or (iv) was rightfully given to the Recipient by another party. Upon termination of this Agreement for any reason, the Recipient shall promptly deliver to the Disclosing Party all software, data, memoranda, notes, records, copies, and other documents and repositories of information (and all copies thereof) constituting or relating to such Confidential Information which the Recipient may then possess. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to its owners, managers, employees, agents, independent contractors, and vendors, as required in the ordinary course of the Recipient's business, provided such recipient agrees in writing to protect the confidentiality of the Confidential Information to the same extended it is protected in this Agreement. Notwithstanding the foregoing, Contractor acknowledges that the City is comprised of a public and municipal board and that this Agreement and Contractor's relationship with the City, is subject to the Colorado Open Meetings Law and Colorado Open Records Act.

ARTICLE III. PAYMENT AND FEE SCHEDULE

- 3.1. **Payment and Fee Schedule.** The Board shall pay Contractor for services performed, and Contractor shall accept as full payment for such services, lump sum fees per project, as mutually agreed upon by the Board and Contractor, and as authorized by the Board. Said lump sum fees shall be considered "not to exceed" costs to the Board and shall include all services rendered by Contractor pursuant to a project, including all travel and overhead expenses incurred in connection therewith. The Board and Contractor shall also mutually agree upon fee payment schedules for each project authorized by the Board (e.g., progress payments; full payment due upon completion; or a percentage payable upon commission and the remainder payable upon completion).

Notwithstanding the foregoing, the City shall reimburse Contractor for all out of pocket expenses incurred by Contractor in its performance of its obligations in this Agreement, provided that the City approved the same in writing.

- 3.2. **Invoices.** Unless otherwise approved by the parties in writing, Contractor shall submit invoices to the City (using Contractor's standard rates and fees) for all payments due Contractor and the City shall pay Contractor for all undisputed invoices within 60 days after receipt of the invoice. Contractor and the City shall use best efforts to resolve any disputed invoices. Any undisputed portions of an invoice that are not timely paid shall incur interest at the rate of 18% per annum and the City shall pay said interest to Contractor. Upon the expiration or termination of this Agreement, for any reason and at any time, all sums due to Contractor by the City shall be immediately due and payable to Contractor and the City shall pay the same to Contractor immediately upon said termination or expiration. Notwithstanding anything contrary in this Agreement, the City's obligations to pay Contractor as outlined in this Agreement shall survive the expiration or termination of this Agreement.

Contractor may add sales taxes to the sales price where required by applicable law, and the City shall pay such taxes unless the City provides Contractor with a duly executed sales tax exemption certificate.

ARTICLE IV. CHARTER, LAWS, AND ORDINANCES

- 4.1. **Charter, Laws, and Ordinances.** Contractor and the Board, at all times, agree to observe all applicable federal and state laws, ordinances, and home rule charter provisions of the City of Trinidad, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement. Notwithstanding the foregoing, Contractor's rights in this Agreement shall not be limited or changed without Contractor's prior written consent.

ARTICLE V. TERMINATION OF AGREEMENT

- 5.1. **Termination for Cause.** In the event that a material breach of this Agreement remains uncured following reasonable notice of said breach, the non-breaching party may terminate this Agreement upon written notice specifying the effective date thereof, provided the City and Contractor shall have at least thirty (30) days to cure any such alleged breach. The cure period contemplated in this Section shall not apply to any breach resulting from failure to pay any sums due to Contractor as provided in this Agreement

5.2. **Termination for Governmental Convenience.**

- a. **Change in City Policy.** The Board may terminate this Agreement due to a change in City policy at any time upon reasonable notice, but not less than thirty (30) days, specifying the date thereof, provided that Contractor shall be compensated in accordance with this Agreement for all work performed and incurred reimbursable expenses, if any, up to the effective date of termination.
- b. **Non-Appropriation of Funds.** The renewal of this Agreement is subject to annual appropriation of lodging tax revenues by the Trinidad City Council.

5.3. **Effect of Termination.**

- a. **Ownership of End Product.** In the event of termination, and provided the City is not otherwise in breach of its obligations in this Agreement, all End Product(s) prepared by Contractor pursuant to this Agreement shall become the sole property of the City.
- b. **Right to Set-Off and other Remedies.** Termination shall not relieve a party (the "Breaching Party") from liability to the other party for damages sustained as the result of the Breaching Party's breach of this Agreement; and the other may withhold funds or services otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

ARTICLE VI. CHANGE ORDERS OR EXTENSIONS

- 6.1. **Change Orders or Extensions.** If the Board requires changes in the scope of the services of Contractor to be performed hereunder, then the Board shall make such request to Contractor and, if the parties mutually agree on said changes, including any increase or decrease in the amount of Contractor's compensation, then such agreement shall become binding on the parties only if the same is reduced to a written document (including email) that is signed (including acceptance via email) by each party.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

- 7.1. **Equal Employment Opportunity.** Contractor and the Board will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. Contractor and the Board may adhere to lawful equal employment opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

- 8.1. **Examination of Records.** At reasonable times and upon reasonable notice, Contractor shall permit the City's finance director, or a duly authorized representative from the City, to have access to and the right to examine Contractor's directly pertinent books or other pertinent records relating to (i) litigation of claims arising from the performance of this Agreement, or (ii) costs and expenses of this Agreement to which the City's finance director, or duly authorized representative from the City, has taken material exception.
- 8.2. **Indemnification.** Each party (the "Indemnifying Party" shall indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its legal managers, members, officers, agents, and employees, from and against all claims, damages, liabilities, and court awards, including costs, expenses, and reasonable attorney fees, to the extent caused by any negligent or otherwise wrongful act, error, or omission of the Indemnifying Party, its officers, agents, and employees. The Indemnifying Party shall provide the Indemnified Party with prompt notice of any claim for which Indemnifying Party may be liable. Likewise, the Indemnified Party agrees to provide the Indemnifying Party with prompt notice of any claim for which indemnification may be sought hereunder and, further, to cooperate with the Indemnifying Party in the resolution of such claim. Nothing herein is intended to be or shall be construed to be a waiver of the City's governmental immunity under § 24-10-101, *et. seq.*, C.R.S., as amended.
- 8.3. **Severability, Waiver.** The provisions of this Agreement are severable. Illegality or unenforceability of a provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement. The failure or delay by any party to exercise any right or remedy set forth herein will not operate as a waiver thereof. The waiver by any party of a breach of any provision hereof will not operate as a waiver of any subsequent breach. No waiver will be effective unless and until it is in written form and signed by the waiving party.
- 8.4. **Entire Agreement.** This Agreement and all exhibits and attachments represent the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this Agreement, unless stated in writing and signed by Contractor and the Board. Notwithstanding the forgoing, if the Board requests services or projects from Contractor that fall under the scope of this Agreement via email or other written document, and if Contractor agrees to the same via email or other written document, then the same shall be deemed incorporated herein and subject to this agreement as though the same were a statement of work to this Agreement.
- 8.6. **Notice.** Unless otherwise provided in this Agreement, any notice, demand or other communication (each a "Notice") required or permitted to be given or made by this Agreement or applicable law shall be in writing and all expenses, if any, related to its delivery prepaid. All Notices shall be addressed to the proper address contained in this Section or at such party's

most current address that has been provided to the other parties in accordance with the notice provision of this Agreement. If a Notice is mailed in accordance with the terms of this Section, then such Notice shall be deemed to have been delivered as follows: (a) at the time of delivery if actual delivery is made to that party by hand; (b) at the time of delivery of an electronic communication, including email, if confirmation of receipt, either express or implied, of that notice is made by personalized written or electronic confirmation by the intended recipient; (c) one business day after having been given to an overnight courier for overnight delivery; or (d) four business days after being deposited in the United States mail using certified mail.

If to the City or the Board:

City of Trinidad, Colorado
Attn: Tourism Board
135 North Animas Street
P.O. Box 880
Trinidad, CO 81082

If to the Contractor:

ZIV, LLC
2060 Broadway St.
Boulder, CO 80303

- 8.7. Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the United States of America and the State of Colorado. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the District Court of Las Animas County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.
- 8.8. Authorization of Execution.** The signatories to this Agreement affirm and warrant that they are fully authorized to enter into this Agreement, and that all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize execution of this Agreement have been made.
- 8.9 DISCLAIMER AND LIMITATION OF LIABILITY.** Contractor does not warrant, represent, or guaranty that its deliverables under this agreement will be profitable or will have success. Except as otherwise expressly provided in this agreement, each party hereby specifically disclaims any and all warranties, implied or express, including without limitation the implied warranties of merchantability and fitness for a particular purpose. Contractor shall not be liable for any loss of profits, sales, or revenues, loss of use, interruption of business, or damages arising out of the services provided by contractor under this agreement. Neither party shall be liable to the other party under this agreement for consequential, special, exemplary, punitive, indirect, or incidental damages. Contractor's liability under this agreement (save in respect of any liability caused by its gross negligence or willful misconduct) shall not exceed the amount paid by city to contractor under this agreement.
- 8.10 Counterparts, Digital Signatures, and Copies.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument and may be signed using digital signatures, which shall be deemed valid and effective for all purposes with the same force and effect as if such digital signature were ink-signed. The parties may rely on photocopies of this Agreement as if such photocopy were an original.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

[Signature Page to Marketing Services Agreement]

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) indicated below.

CITY OF TRINIDAD TOURISM BOARD

Ms. Cy Michaels, Chairperson

Date: _____

Mr. Fred Vaugeois, Board Member

Date: _____

Ms. Susan Palmer, Board Member

Date: _____

Mr. Pat Patrick, Board Member

Date: _____

CONTRACTOR: ZIV, LLC

Cara Miller, Member & Chief Creative Strategist

Date: _____

REVIEWED AND APPROVED:

CITY OF TRINIDAD, COLORADO

Gabriel Engeland, City Manager

Date: _____

ATTEST:

Audra Garrett, City Clerk

APPROVED AS TO FORM:

Les S. Downs, City Attorney

Initials:

CONTRACTOR

BOARD

PROJECT STATEMENT OF WORK

City of Trinidad Tourism Board Engagement



Version Control

1

2/17/2015 Cara Miller

City of Trinidad Tourism Board

INTRODUCTION

Establishing Trinidad, Colorado as a tourism destination can become a realized accomplishment by combining our world-class expertise, innovative insights, and a process that covers the bases with your perspective on the very best that Trinidad has to offer.

It is understood that the targeted launch for the marketing initiative is February 2015. We will begin with our 'Shine' and 'Study' phase around specific needs, requirements and dependencies. This will help us confirm exact timelines and deliverables.



BUSINESS OBJECTIVES

The objectives of the City of Trinidad Tourism Board Tourism Board initiative have been defined as follows:

- **Attract overnight visitors and encourage visitors to extend their stay**
- Reach travelers along I-25
- Fellow Coloradans as a quick, in-state and unique get-away
- Reach families in neighboring cities like Pueblo, Colorado Springs
- Reach neighboring states as an easy access destination with a wide variety of attractions and amenities

A. Increase demand for local attractions, businesses and entertainment by visitors of all ages

- Prioritize increasing foot traffic within the downtown area
- Increase awareness about all that Trinidad has to offer, focusing specifically on niche markets who are looking for unique experiences

B. Promote festivals and events in furtherance of encouraging economic development

- Create collateral and digital assets that allow the Board to communicate local attractions and festivities

C. Foster civic pride and ambassadorship

- Develop a brand and vision for the city of Trinidad that citizens can rally behind and consumers can connect with
- Use established metrics to measure results

PROJECT STATEMENT OF WORK

City of Trinidad Tourism Board Engagement



SOLUTION OBJECTIVES

The objective of the engagement described in this scope of work is to grow Trinidad's tourism, economic development and community pride.

SCOPE

1.0 RUN ZIV SHINE & STUDY

The following are high-level descriptions of key aspects that comprise this portion of the overall project. This process includes the following tasks:

- Review existing collateral and past project scopes
- Understand the business objectives and challenges in order to define a targeted approach that will support objectives long-term
- Gather insights from partners and other City of Trinidad organizations and businesses to understand community offerings and available data and research
- Understand city and competitor context
- Fine-tune the approach for moving forward

In effect, it is the upfront discovery that lays the foundation for the year and finalizes it's scope as follows:

1. Public Relations

- Pitch to publications, media, and influencers that target market reads such as lifestyle magazines or travel information sites like AARP, Amtrak, Colorado Expressions to name a few
- Press releases on notable events and survey results
- Develop talking points and draft media materials such as email pitches, FAQs, news releases, etc. Includes two rounds of edits – ZIV creates all copy with the city of Trinidad Tourism Board approval
- Integrate advertising buys with potential editorial opportunities – ZIV creates advertisements and facilitates buys but advertising buy dollars are NOT a part of this SOW/budget
- Develop an editorial calendar of proactive story ideas to be pitched on an ongoing basis as well as populate the "What's New/Blog" and ensure consistent exposure across platforms and email
- Integrating with the social media strategy to share ideas across social channels
- Pitching story angles and following up with reporters, bloggers, and content aggregation sites
- Ongoing client communication with monthly results reporting

2. Social Media

- Create a content marketing strategy, with editorial calendar to provide shareable information on the site and e-newsletter
- Post 5 to 14x a week on Facebook and Twitter with information important and relevant to target audience
- Design on-brand assets to support posted content as well as manage social media pages with a focus on Facebook and Twitter initially

PROJECT STATEMENT OF WORK

City of Trinidad Tourism Board Engagement



3. Marketing

- Develop marketing collateral that works to create packages, information, and visitor guide with map (assumes brochure style)
- Design a set of billboards that entice travellers to stop in Trinidad
- Ad placement via Facebook, mobile and web banner ads placed based on relevant and connected keywords to increase awareness of Trinidad's unique attractions.

4. Web platform communications and management

- Architect site framework for optimal brand and guest experience, insuring site is structured well while connecting with and accommodating the target demographic
- Repurpose and rewrite copy for website content with integration of keywords for SEO
 - events listing
 - email sign up
 - social media 'lounge'
 - business directory
 - social media sharing integration
 - group planning section with downloadable resources like a pdf visitor guide
 - content/information
- Build and launch a quality checked website on a robust content management system
- Monitor site analytics to understand site visitors and traffic patterns

1.0.1 DELIVERABLES

The overall engagement consists of a year long plan with assigned deliverables to facilitate increase reach and movement. Generally we will have a ramp up phase, and then move into a monthly pattern of support. The following are our deliverables:

1. **Review and audit:** An in-depth study and appraisal of the existing.

DELIVERABLES:

- a. Kick-off meeting feedback

2. **Prioritized actionable recommendations** integrated into a solid plan for moving forward.

DELIVERABLES:

- a. PR plan
- b. Social Media Plan and editorial calendar
- c. Graphics and social media pages to represent
- d. Email Marketing templates

3. **Updated web presence**

DELIVERABLES:

Website:

- a. Information architecture
- b. Content Strategy
- c. Wireframe Templates
- d. Visual Design comps
- e. Quality checked website

4. **Collateral**

DELIVERABLES:

- a. Informational Rack card/brochure

PROJECT STATEMENT OF WORK



City of Trinidad Tourism Board Engagement

- b. Group gatherings brochure
- c. Visitor guide with map (assumes brochure style)
- d. Billboard ad design
- e. Other ads as needed

1.0.2 INVESTMENT STRUCTURE

Facebook Increase followers, fans and likes	<ul style="list-style-type: none"> • Post on Facebook and Twitter 4 to 14x weekly depending on needs • Monthly report 	<p>\$8,800 \$800/monthly</p>
Twitter	<ul style="list-style-type: none"> • Autopilot – feed from Facebook posts • Initial set up and follow sponsors • Follow between 25 and 50 accounts a week based on current number of followers and in line with Twitter’s algorithm • Unfollow people who do not follow back within 3 to 7 days to keep your account growing and to maximize Twitter following • Send a direct message thanking every follower and forwarding to Facebook page or website • Engage with followers through retweets, favoriting posts 	<p>\$4,400 \$400/monthly</p>
Social media assets	<ul style="list-style-type: none"> • Facebook and twitter page graphics updated quarterly • Find and create imagery and graphics for articles and social media posts <p><small>* Note images purchased from stock will have a fee associated with them, assumes we will be able to utilize Trinidad CVB photography.</small></p>	<p>\$2,750 \$250/monthly</p>
Email Marketing	<ul style="list-style-type: none"> • Bi-monthly emails that ties in with content marketing strategy, communicating events, featuring vendors, advertising solutions. 	<p>\$6,435 \$585/monthly</p>
TOTAL		\$22,385
Ongoing proactive outreach to media	<ul style="list-style-type: none"> • Developing an editorial calendar of proactive story ideas to be pitched on an ongoing basis. • Collaborating with the social media strategist to share ideas across social channels. • Pitching story angles and following up with reporters and bloggers as appropriate. • Drafting relevant media outreach materials • Ongoing client communication • Results reporting 	<p>\$20,280 \$1,690/monthly</p>

PROJECT STATEMENT OF WORK

City of Trinidad Tourism Board Engagement



- 13 hours/month

On brand visitor guide	Copywriting <ul style="list-style-type: none"> • Design and development (5 rounds of edits) 	\$8800
Rack card*	Design (assumes 2 rounds of changes) <ul style="list-style-type: none"> • Print coordination 	\$2600
State marketing publications	<ul style="list-style-type: none"> • Ad in the Instate Colorado visitor emails to 28,800 readers through Colorado.com x1 \$850 • Colorado.com sponsored content: \$4000 	\$4850
Local publications and nearby visitor guides	Colorado Parent <ul style="list-style-type: none"> ○ Everything Family edition \$1300 ○ eNews \$190/wk for 3 weeks \$570 Colorado Springs visitor guide (Non-Premium Inside page - \$220) ALIVE Colorado Summer Travel Magazine (\$1,223 for half page)	\$3313
Billboards	Design of billboards – assumes: <ul style="list-style-type: none"> ○ 3 locations for June/July/August ○ Allotted media spend: \$2150x3 	\$6450
Photography and asset creation	<ul style="list-style-type: none"> • Invest in stunning photography • Both locally purchased and stock photography • Create ad/campaigns x6 *Amount of photography will be based on budget	\$6900
TOTAL		\$36,213
Project Kick off	<ul style="list-style-type: none"> • Gather detailed stakeholder requirements • Create and review project plan • Schedule weekly meetings 	\$1750
Research/Needs assessment	<ul style="list-style-type: none"> • Group constituents and assess needs • Document key information pathways and tasks • Analyze web traffic • High level competitor context analysis 	\$3345
Content strategy	<ul style="list-style-type: none"> • Audit current content 	\$3048

PROJECT STATEMENT OF WORK

City of Trinidad Tourism Board Engagement



	<ul style="list-style-type: none">• Sitemap and information structure• Develop content workbook• Source appropriate imagery and assets	
Copy Development	<ul style="list-style-type: none">• Make existing copy come to life and write new copy as needed (assumes 50 pages @1-2 hours per page)• Optimize for SEO	\$10,100
Wireframes and website planning	<ul style="list-style-type: none">• Templates for 10 key pages and interactions• Mobile wireframes• The assumption is that this will include:<ul style="list-style-type: none">○ events listing○ email sign up○ social media 'lounge'○ business directory○ social media sharing integration○ group planning section with downloadable resources like a pdf visitor guide	\$3625
Moodboards	<ul style="list-style-type: none">• Create mood boards to establish visual direction• Assumes two options	\$2000
Visual Design/Interface Design	<ul style="list-style-type: none">• Begin defining the brand (the current logo will act as a starting place)• Design the custom interface for 2 templates then apply to remaining• Validate direction with informal user testing	\$4350
Website build and implementation	<ul style="list-style-type: none">• Front-end CSS/HTML buildout• Dev Ops set up site, certificate• Back-end color/logo dashboard• MailChimp integration• Vendor edit with internal approval of external submissions• Google Map mashup• Maintain existing SEO	\$12,480
QA, training and handoff	<ul style="list-style-type: none">• Quality assurance testing including proofing and stress testing (30)• Provide a training session on use of the website admin side• Push new site live	\$3250

Investment total \$40,000

PROJECT STATEMENT OF WORK

City of Trinidad Tourism Board Engagement



Additional Expenses

Travel	<ul style="list-style-type: none"> • We assumed 4 on-site visits for the team. Additional trips can be billed separately dependent on travel costs and length of stay.* 	\$6500
Project management	<ul style="list-style-type: none"> • Edits and features quoted individually on an ongoing basis • Meeting agendas • Keep team on track with deliverables 	\$10,700
Post launch content development and site updates	<ul style="list-style-type: none"> • Assumes 5 hours a month post launch for incremental improvements on the site 	\$4550
Maintain website	<ul style="list-style-type: none"> • Web server and database server fully managed by Tekniq • Use of CMS platform • Bug fixes • Maintenance of servers and code to eliminate published security vulnerabilities • \$300/month 	\$2400
Social media	<ul style="list-style-type: none"> • Hootsuite at \$120/year 	\$1440
Integrating social sharing	<ul style="list-style-type: none"> • Addthis (a more robust service than the currently used sharethis) at \$144/year 	\$1584
TOTAL		\$27,174

Optional add ons (If needed)

Printing of marketing materials	<ul style="list-style-type: none"> • Printing costs dependent on volume • Visitor Guide with map • Rack card/brochures for surrounding rest areas and visitor centers • Group gatherings planning brochure 	TBD
Ongoing site edits and feature additions	Edits and features quoted individually on an ongoing basis	\$130/hour as needed
Google adwords	<ul style="list-style-type: none"> • Set up Google Analytics & Google Webmaster account and fill out the Google non-for-profit membership (DCSS) • Create Adwords account • Competitive analysis 	\$6600

PROJECT STATEMENT OF WORK

City of Trinidad Tourism Board Engagement



	<ul style="list-style-type: none"> • Initial set up of campaign with structure, keywords, ads, negatives and ad extensions • Link analytics and Adwords account to generate the necessary tracking tags • Weekly update emails and a monthly snapshot of trended performance • Approach success measurement with a blended approach of clicks, brochure downloads and tour requests • Targeted digital ads (ie adwords) \$600/month for 10 months • Ad Creation – Write ad copy & populate in Adwords 	
Group planning brochure	<ul style="list-style-type: none"> • Design and develop a brochure that provides high level group visit ideas (assumes 4 rounds of revisions/proofing) 	\$2800
Search engine optimization	<ul style="list-style-type: none"> • Begin after website is up \$700/month • Integrate into directories, websites, and continuous optimization 	\$4900
Refine the existing logo	<ul style="list-style-type: none"> • Recommended but not required • Take current city seal and refine it for better balance and scalability and website usage 	\$5590
Redefine the Trinidad Brand*	<ul style="list-style-type: none"> • Two branding workshops to deep dive into who Trinidad is and what they want to be • Create three draft versions of wordmark and/or logo based on research, committee ideas, city council insights and ZIV expertise • Select one draft version to move forward with and refine • Include four rounds of revisions • Develop a color scheme to represent the city and integrate into the logo • Brand usage style guide that includes essence who Trinidad is as well as guidelines for using the logo 	\$15,590
YouTube/Instagram Pinterest	<ul style="list-style-type: none"> • Grow these three platforms to attract attention from both residents and non-locals 	\$700/monthly
Fonts	<ul style="list-style-type: none"> • If needed would be purchased 	\$100 -\$300

Note

1.0.3 RESOURCES

The resources required to deliver the scoped items outlined for this initiative include:

PROJECT STATEMENT OF WORK



City of Trinidad Tourism Board Engagement

- Chief Creative Strategist and Founder
- Director of Accounts and Insights
- Content Strategist
- Production Designer
- Web Development Team
- Social Media
- City of Trinidad Executive/Marketing Team

1.0.4 TIME ESTIMATE

Below is a preliminary estimate of the time required for the initial phase of this initiative

TOTAL TIME FOR SCOPE/STRATEGY: 6 weeks

TOTAL TIME FOR IMPLEMENTATION (OF WEBSITE AND STRATEGY): 4-5 months

LAUNCH/ASSESS/PIVOT/MAINTAIN: 5-12 months

1.0.5 PROJECT PLAN (TO BE FINALIZE IN OUR PROJECT PLAN)

March 3, 2015

- Project kick off
- Put plan together
- Finalize SOW
- Gather competitor set

March 4 to 20, 2015

(Potential travel dates are week of March 9th to 13th or 19/20th or 23rd to 24th)

- Research
- Brand strategy research and workshops
- Set up social media and develop social media calendar
- Editorial Strategy
- Content audit and gathering for web and print materials
- Email marketing set up
- Content strategy and website planning

March 23 to April 3, 2015

- Information structure
- Wireframe and website planning
- Initial brand explorations
- PR Strategy

April 6 to April 17, 2015

- Moodboards
- Photography planning
- Visual design concepts
- Content workbook

PROJECT STATEMENT OF WORK



City of Trinidad Tourism Board Engagement

- Ad campaign assets/strategy
- Begin plan for social media
- Begin to execute PR strategy

April 20 to June 5, 2015

- Visual design finalized – hand off
- Website build begins
- Content migration
- Ad campaigns/Billboards
- QA Push website live
- Email launch
- Begin to execute social media plan

Gantt chart project plan to be provided upon engagement

1.0.6 COST ESTIMATE

Below is the investment to complete this initiative for the year

TOTAL COST: \$150,000

INVESTMENT SUMMARY

Q1 2015 Investment:

Shine/Study	4 weeks	\$12,500 (due upfront)
Spark/Synthesize/Sustain	Monthly	\$12,500 monthly retainer

All costs are estimates, pending establishment of strategic approach and technical implementation requirements. Printing, photography, fonts and ad spend are in addition to this estimate. Please note with the workload being heavier early in the year, hours will be tracked so that if the contract is terminated early, the City of Trinidad would compensate ZIV hours that exceeded 4 months worth of retainer. ZIV retains the right to bill for the additional hours.

ROLES & RESPONSIBILITIES

Client	Cy Michaels	Provide research and data and information for engagement success
Director of Marketing and PR	Lyssa Surface	Approve content strategy and assets
Social Media and Brand builder	Lindsay Lovejoy	PR and campaign strategist, Account management, Research
Chief Creative Strategist and Founder	Cara Miller	Production of assets and social media strategist
		Research and strategist, creative direction

PROJECT STATEMENT OF WORK

City of Trinidad Tourism Board Engagement



Content Strategist	Dawn Mundy	Develop copy for articles, press releases and e-communications Strategize editorial calendar
Technical site maintenance and development	Steve Schmidt/Kipp Feldt	Build site using Tekniq platform Integrate

SCOPE CHANGE REQUEST PROCESS

The Change Request Process governs changes to the project's Scope during the life of the project. The process applies to new components and to enhancements of existing components that may have an impact on any of the project's Scope, costs, deliverables, resources, schedule and/or duration. This process commences at the start of the project and continues throughout the project's duration. Requests follow the steps outlined herein:

1. The requester (client, vendor, Account Supervisor, etc.) submits a written Change Request Order to the Project Manager (Project Manager to provide this document). The project team formulates an initial response to the request.
2. The project team reviews the proposed Change Request Order and approves it for further investigation or rejects it with reason(s).
 - o Results of the investigation will be used to determine the effect that implementing the item(s) detailed in the Change Request Order will have on the cost and schedule of the overall project.
3. Account Team signs the approval portion of the Change Request Order to authorize the implementation of any change(s) that affects the project's Scope, costs, deliverables, resources, schedule and/or duration.

By signing below, I hereby accept the terms as set forth in this Project Statement of Work document.

City of Trinidad

ZIV

Cy Michaels

Date: _____

Cara Miller, Principal

Date: _____



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

6a

CITY COUNCIL MEETING: April 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, City Clerk
PRESENTER: Representative of Bella Luna
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE:

SUBJECT: Hotel and restaurant liquor license renewal request by Bella Luna, LLC d/b/a Bella Luna Pizzeria at 121 W. Main Street

RECOMMENDED CITY COUNCIL ACTION: Approval of the renewal.

SUMMARY STATEMENT: This is the annual renewal application submitted by the licensee.

EXPENDITURE REQUIRED: No.

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order.
- The Fire Chief reports a satisfactory inspection.
- The departmental report from the Building Inspector indicates compliance.
- The Police Department had no calls for service.
- The Health Department reported compliance.
- Disclosure statements provided by Councilmembers Miles and Torres are attached.
- Appropriate fees have been paid.

CONTACT FOR INFORMATION:

Audra Garrett, City Clerk
(719) 846-9843, ext. 135
or
Les Downs, City Attorney
(719) 846-9843, ext. 120

6a

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

BELLA LUNA PIZZERIA
 PO BOX 6
 TRINIDAD CO 81082-0006

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name BELLA LUNA LLC		DBA BELLA LUNA PIZZERIA		
Liquor License # 42593620000	License Type Hotel & Restaurant (city)	Sales Tax License # 42593620000	Expiration Date 5/7/2015	Due Date 3/23/2015
Street Address 121 W MAIN ST TRINIDAD CO 81082-2617				Phone Number (303) 946 2318
Mailing Address PO BOX 6 TRINIDAD CO 81082-0006				
Operating Manager JOHN J. QUINN	Date of Birth [REDACTED]	Home Address [REDACTED] TRINIDAD CO 81082	Phone Number [REDACTED]	

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease 4/31/2016
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business JOHN J. QUINN	Title OWNER
Signature 	Date 3/17/15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For Trinidad	Date
Signature	Title Mayor
	Attest

3/17/15

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Bella Luna, LLC

dba: Bella Luna Pizzeria

Address: 121 W. Main Street

Type of License: Hotel & Restaurant

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 7, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: _____

3/19/15
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 24, 2015

3/17/15

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Bella Luna, LLC

dba: Bella Luna Pizzeria

Address: 121 W. Main Street

Type of License: Hotel & Restaurant

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 7, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Approved

3-23-15
Date

Chris S. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 24, 2015

3/17/2015

**DEPARTMENTAL INSPECTION REPORT
3.2 % BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE**

Applicant's Name: Bella Luna, LLC
DBA: Bella Luna Pizzeria
Business Address: 121 W. Main Street
Type of License: Hotel and Restaurant

X Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 7, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No records found

3-24-15
Date

Charles J. Alonzi
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 24, 2015

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Tuesday, March 17, 2015 3:45 PM
To: Audra Garrett
Subject: Re: liquor

Bella Luna, LLC at 121 W. Main Street Trinidad, Co. is in compliance with this office also, Ristras Restaurant and Cantina located at 516 Elm Street Trinidad, Co. is also in compliance with this agency.....John Martinez

On Tue, Mar 17, 2015 at 3:35 PM, Audra Garrett <audra.garrett@trinidad.co.gov> wrote:

Hi John,

Please verify compliance with your office for Ristras Restaurant and Cantina at 516 E. Elm Street. Thank you.

Audra Garrett City Clerk

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

audra.garrett@trinidad.co.gov



DISCLOSURE STATEMENT

I, Michelle Miles, hereby state and affirm that I am a member of Opera House Wine & Spirits, LLC, a Colorado limited liability company formed on February 22, 2010, whose principal office address is 601 W. Main Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Tire Shop Wine & Spirits, a retail liquor store licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 601 W. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 99% interest in Opera House Wine & Spirits, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.

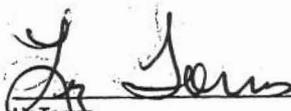


Michelle Miles
12/4/12

Date

DISCLOSURE STATEMENT

I, Liz Torres, hereby state and affirm that I am a member of Ristras Restaurant and Cantina, LLC, a Colorado limited liability company formed on February 13, 2014, whose principal office address is 516 Elm Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Ristras Restaurant and Cantina, a hotel and restaurant licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 516 Elm Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 34% interest in Ristras Restaurant and Cantina, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Liz Torres
4.8.14

Date



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

6b

CITY COUNCIL MEETING: April 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, City Clerk
PRESENTER: Representative of Ristras
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE:

SUBJECT: Hotel and restaurant liquor license renewal request by Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina at 516 E. Elm Street

RECOMMENDED CITY COUNCIL ACTION: Approval of the renewal.

SUMMARY STATEMENT: This is the annual renewal application submitted by the licensee.

EXPENDITURE REQUIRED: No.

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order.
- The Police Department had no calls for service. That was the only inspection report requested due to the pending Change of Location application.
- The Health Department reported compliance.
- Disclosure statements provided by Councilmembers Miles and Torres are attached.
- Appropriate fees have been paid.

CONTACT FOR INFORMATION:

Audra Garrett, City Clerk
(719) 846-9843, ext. 135
or
Les Downs, City Attorney
(719) 846-9843, ext. 120

6b

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Amount Due/Paid	

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name <i>Ristras Restaurants/Cantina LLC</i>		DBA <i>Ristras Restaraunt - Cantina</i>	
Liquor License # <i>4702816</i>	License Type <i>Hotel Restaraunt</i>	Sales Tax License # <i>27 803 327-0000</i>	Expiration Date
Street Address <i>514 E. Elm St</i>		Due Date	
Mailing Address		Phone Number <i>719 845 8226</i>	

Operating Manager <i>Elizabeth Torres</i>	Date of Birth [REDACTED]	Home Address [REDACTED]	Phone Number [REDACTED]
--	-----------------------------	----------------------------	----------------------------

1. Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease Oct. 31, 2016
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

AFFIRMATION & CONSENT
 I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <i>Elizabeth Torres</i>	Title <i>owner</i>
Signature <i>Elizabeth Torres</i>	Date <i>3/13/15</i>

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY
 The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For <i>Trinidad</i>	Date
Signature	Title <i>Mayor</i>
	Attest

3/17/2015

**DEPARTMENTAL INSPECTION REPORT
3.2 % BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE**

Applicant's Name: Ristras Restaurant and Cantina, LLC

DBA: Ristras Restaurant and Cantina

Business Address: 516 E. Elm

Type of License: Hotel and Restaurant

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: April 7, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No records found

3-24-15
Date

Charles J. Heenan
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 24, 2015

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Tuesday, March 17, 2015 3:45 PM
To: Audra Garrett
Subject: Re: liquor

Bella Luna, LLC at 121 W. Main Street Trinidad, Co. is in compliance with this office also, Ristras Restaurant and Cantina located at 516 Elm Street Trinidad, Co. is also in compliance with this agency.....John Martinez

On Tue, Mar 17, 2015 at 3:35 PM, Audra Garrett <audra.garrett@trinidad.co.gov> wrote:

Hi John,

Please verify compliance with your office for Ristras Restaurant and Cantina at 516 E. Elm Street. Thank you.

Audra Garrett City Clerk

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

audra.garrett@trinidad.co.gov



DISCLOSURE STATEMENT

I, Michelle Miles, hereby state and affirm that I am a member of Opera House Wine & Spirits, LLC, a Colorado limited liability company formed on February 22, 2010, whose principal office address is 601 W. Main Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Tire Shop Wine & Spirits, a retail liquor store licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 601 W. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 99% interest in Opera House Wine & Spirits, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Michelle Miles
12/4/12

Date

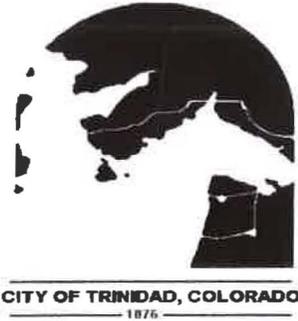
DISCLOSURE STATEMENT

I, Liz Torres, hereby state and affirm that I am a member of Ristras Restaurant and Cantina, LLC, a Colorado limited liability company formed on February 13, 2014, whose principal office address is 516 Elm Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Ristras Restaurant and Cantina, a hotel and restaurant licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 516 Elm Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 34% interest in Ristras Restaurant and Cantina, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Liz Torres
4.8.14

Date



COUNCIL COMMUNICATION

bc

CITY COUNCIL MEETING: April 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Representative- Canna Company
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE:

SUBJECT: Change of Ownership/Structure application filed by Canna Company d/b/a Cannaco at 3019 Toupal Drive

RECOMMENDED CITY COUNCIL ACTION: Consider acceptance of the ownership change

SUMMARY STATEMENT: Lawful requirement to notify and receive approval from state and local licensing authorities to ownership/structure changes

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order. The licensee seeks to change the ownership interests held in Canna Company. Three individuals were vetted: Anita Comer, Gary Gettman, and Susan Rainguet, of Double Moon, LLC, a Colorado limited liability company in good standing with the Colorado Secretary of State. All three had a charge of Trespass on Agricultural Land, Criminal Mischief, which in all three cases were dismissed by the DA. No other criminal history was found for those individuals.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
(719) 846-9843, ext. 135
or Les Downs, City Attorney
(719) 846-9843, ext. 120

bc

Colorado Marijuana Licensing Authority Retail Business License Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input checked="" type="checkbox"/> Retail Marijuana Store <input checked="" type="checkbox"/> Retail Marijuana Cultivation <input type="checkbox"/> Retail Marijuana Test Facility	<input checked="" type="checkbox"/> Tier 1 = 3600 or fewer plants <input type="checkbox"/> Tier 2 = 3601 – 6000 plants <input type="checkbox"/> Tier 3 = 6001–10200 plants	<input type="checkbox"/> Retail Marijuana Products Manufacturer <input type="checkbox"/> Conversion <input type="checkbox"/> Retail/Medical Marijuana Combined Use <input type="checkbox"/> Affiliated Business	
Applicant's Legal Business Name (Please Print) Canna Company		Marijuana License Number (Assigned by Division) 402R-00371, 403R-00419	
Trade Name (DBA) (Provide Trade Name Registration) Cannaco		Website Address www.canna.co.com	
Physical Address			
Street Address of Marijuana Business 3019 Toupal Dr.		City Trinidad	State CO
Business Phone Number (719) 680-8087		Business Fax Number	Email Address josh@canna.co.com
Mailing Address (if different from Business Address)			
Address 8210 Cherry Blossom Dr.		City Windsor	State CO
Primary Contact Person for Business Josh Bleem		Title Manager	Primary Contact Phone Number (719) 680-8087
Primary Contact Address (city, state ZIP) 8210 Cherry Blossom Dr Windsor, CO 80550		Primary Contact Fax Number	
Federal Taxpayer ID [REDACTED]	Colorado Sales Tax License # [REDACTED]	Email Address josh@canna.co.com	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Company
<input checked="" type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust <input type="checkbox"/> Other _____
State of Incorporation or Creation of Business Entity Colorado			Date 08/23/2014
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) 08/23/2014			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business Colorado			
List all Trade Names used by the Business Entity (other than above) Cannaco			
Attach copies of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such. If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.			

DR 8535 (09/04/14)
COLORADO DEPARTMENT OF REVENUE
 Marijuana Enforcement Division
 455 Sherman Street, Suite 390
 Denver CO 80203
 Phone (303) 205-8421

2017

Change of Ownership/Structure

Directions: Submit this form, written documentation of proposed change(s), the change of ownership fee, and any applicable associated key applications for new members of the ownership/control structure of the licensed entity.

Licensed (Legal) Business Name (New Name if Changed) Canna Company	DBA Cannaco	License Number 403R-00419/402R-00371	
Physical Address 3019 Toupal Dr	City Trinidad	State CO	ZIP 81082
Mailing Address (if different)	City	State	ZIP

Check Applicable boxes

- Reallocation of ownership/control among current ownership group
- Distributing ownership to new persons who will have ownership or controlling interest
- Change of business entity name or structure

Questions

Is this ownership change, transfer or change of financial interest being submitted 30 days prior to the transfer or change being completed? Yes No

Has the licensed entity requesting the changes or transfers detailed in this application received local approval for the changes? (Submit proof of local approval with this form) Yes No

Current Ownership Structure Prior to Change*

List all persons and/or entities with ownership interest, and all officers and directors, whether they have ownership interest or not. If an entity (corporation, partnership, LLC, etc.) has interest, list all persons associated with such entity, their ownership in the entity, and their effective ownership in the license. List all parent, holding or other intermediary business interest.

Name Cynthia Genova	Title President	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address [REDACTED]	City Lakewood	State CO	ZIP 80226	Phone Number [REDACTED]
Business Associated with (Parent business or sub-entity) Canna Company		Own. % Business Associated with 100		Effective Own. % in Applicant 100
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number ()
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number ()
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number ()
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

* List all persons and/or entities with ownership interest. If an entity (corporation, partnership, LLC, etc.) has interest, list all persons associated with such entity and their effective ownership in the license. Use additional sheets or attachments if necessary.

Ownership Structure

List all persons and/or entities with any ownership interest, and all officers and directors, whether they have ownership interest or not. If an entity (corporation, partnership, LLC, etc.) has interest, list all persons associated with such entity, their ownership in the entity, and their effective ownership in the license. List all parent, holding or other intermediary business interest. An Associated Key License Application form must be submitted for all persons in a privately held company or a publicly traded corporation, and all officers and directors.

Name Cynthia Genova		Title President		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Lakewood		State CO		ZIP 80226		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 60%			Effective Own. % in Applicant 60%		
Name Anita Comer/Double Moon LLC		Title Shareholder		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Johnstown		State CO		ZIP 80534		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 22.5%			Effective Own. % in Applicant 22.5%		
Name Gary Gettman/Double Moon LLC		Title Shareholder		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Greeley		State CO		ZIP 80631		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 12.5%			Effective Own. % in Applicant 12.5%		
Name Susan Rainguet/Double Moon LLC		Title Shareholder		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Trinidad		State CO		ZIP 81082		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 5%			Effective Own. % in Applicant 5%		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		

Are there any outstanding options and warrants?
 Yes No *If YES, attach list of persons with outstanding options and warrants

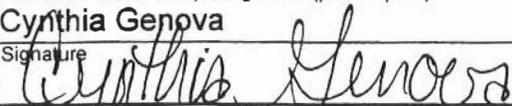
Are there any other persons, other than those listed in the Ownership Structure, including but not limited to suppliers, lenders and landlords, who will receive, directly or indirectly, any compensation or rents based upon a percentage or share of gross proceeds or income of the Marijuana business?
 Yes No *If YES, attach list of persons

Ownership Structure After Change**

Name Cynthia Genova		Title President		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Lakewood		State CO		ZIP 80226		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 60		Effective Own. % in Applicant 60			
Name Anita Comer/Double Moon LLC		Title Shareholder		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Johnstown		State CO		ZIP 80534		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 22.5		Effective Own. % in Applicant 22.5			
Name Gary Gettman/Double Moon LLC		Title Shareholder		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Greeley		State CO		ZIP 80631		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 12.5		Effective Own. % in Applicant 12.5			
Name Susan Ranguet/Double Moon LLC		Title Shareholder		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Trinidad		State CO		ZIP 81082		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) Canna Company				Own. % Business Associated with 5		Effective Own. % in Applicant 5			
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number ()	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with		Effective Own. % in Applicant			
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number ()	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with		Effective Own. % in Applicant			

*List all persons and/or entities with ownership interest. If an entity (corporation, partnership, LLC, etc.) has interest, list all persons associated with such entity and their effective ownership in the license. Use additional sheets or attachments if necessary.

I, the undersigned, as authorized agent of the Applicant, do hereby certify that I have not knowingly made a false statement or omitted any material fact on this application or any attachments, which could be cause for denial of the application or termination of any Medical Marijuana license. I authorize the Colorado Marijuana Enforcement Division to investigate matters set forth in this license application. I understand that further information may be requested of me in regard to this application and I agree to supply such information upon request.

Name of Person Completing Form (please print) Cynthia Genova		Title President	
Signature 		Date 1/21/15	

Tom Acre

From: Doug Genova [doug@canna.co.com]
Sent: Tuesday, February 17, 2015 8:38 AM
To: Audra Garrett; dona.valencich@trinidad.co.gov
Subject: CannaCo Shareholder addition
Attachments: Shareholder Information.pdf

Good day:

Cindy has asked me to forward the attached notification of shareholder addition for your review and approval. Fingerprint cards to follow.

Please acknowledge your receipt.



3019 Tempal Drive
Trinidad, CO 81082
719.680.8087

www.canna.co.com



Individual History Record
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION
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PLEASE PRINT CLEARLY IN BLACK INK

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Medical Marijuana License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. EVERY answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.

1. Owner/Company Name CannaCo

2. DBA (Doing Business As) _____

3. Business address 3019 Toupal Drive, Trinidad, CO 81082

4. Business License # Approved Pending Receipt

5. Your Full Name (last, first, middle) Gettman Gary Reuben

6. List any other names you have used _____

7. Mailing address (if different from residence) _____

8. Phone [REDACTED]

9. List All Other Medical Marijuana Licenses Issued to Applicant (Attach separate sheet if necessary) None

Location _____

10. Identify Medical Marijuana Optional Premise License, license number, and Issuer of said license. None

11. List all residence addresses below. Include current and previous addresses for the past five years.

Current	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
	<u>[REDACTED]</u>	<u>Greeley, CO 80631</u>	<u>1987</u>	<u>Present</u>

Previous _____

12. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Self Employed	A Vision Realty	Broker/Owner	1994	Present
Waste-Not Recycling	1065 Poplar St. Johnstown, CO 80534		2008	Present

(Construction Recycling Manager)

13. List the name(s) of relatives working in or holding a financial interest in the Colorado Medical Marijuana Industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
None			

14. Have you ever applied for, held, or had an interest in a State of Colorado Medical Marijuana License, or loaned money, furniture or fixtures, equipment or inventory, to any Medical Marijuana licensee? If yes, answer in detail. YES NO

15. Have you ever received a violation notice suspension or revocation, for a law violation, or have you applied for or been denied a Medical Marijuana License anywhere in the U.S.? If yes, explain in detail. YES NO

16. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include all arrests. If yes, explain in detail; include date, charge and disposition. YES NO

17. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? If yes, explain in detail. YES NO

18. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? If yes, explain in detail. YES NO

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth _____ b. Social Security Number SSN _____ c. Place of Birth _____ d. U.S. Citizen? YES NO

_____ Denver, CO

e. If Naturalized, State where _____ f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____

k. Permanent Residence Card Number _____

l. Height _____ m. Weight _____ n. Hair Color _____ o. Eye Color _____ p. Sex _____ q. Race _____

r. Do you have a current Driver's License? YES NO If so, give State and Number: _____

14. Financial Information

This section is to be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company

20 Give name of bank where business account will be maintained; Account Name and Account Number; and the name or names of persons authorized to draw thereon.

International Bank Acct # _____
320 Convent St.
Trinidad, CO 81082 Cynthia L Genova, Joshua Bleem, Lynn Bleem

Wells Fargo Bank 420 Montgomery, San Francisco, CA 94104
Checking Account _____

AFFIDAVIT

State of Colorado)
County of Las Animas) ss.

I, Gary Reuben Gettman, being first duly sworn, state that I am
Printed Name of Applicant

an applicant for a Medical Marijuana Center for CannaCo
Name of Establishment

Located at 3019 Toupal Drive, Trinidad, Colorado;
Address of Establishment

and that in connection with said application, I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.

In addition, I hereby state that I have not been convicted of a crime, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense in criminal or military court other than what has been reported within my application for said license, except traffic violations which did not result in suspension or revocation of my driver's license or conviction of driving under the influence of alcoholic beverages.

I fully understand that the Trinidad Police Department conducts a background investigation of all applicants (using this application for its beginning point), who are being considered for a Medical Marijuana License. This investigation includes, but is not limited to, an investigation of past employment, financial stability, driving records and character. I hereby waive any and all rights that I may have to examine, review, or inspect any documents or information of whatever kind, form or nature, obtained in the course of the background investigation.

I hereby authorize any person who is contacted by the Trinidad Police Department's personnel to release any information to the Trinidad Police Department pertaining to the background investigation.

I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the City of Trinidad, State of Colorado, and can not and will not be returned to me under any circumstances whatsoever, and will not be disclosed to me.

I authorize the Trinidad Police Department to release any information or documents collected during the application process to any person or entity lawfully empowered to obtain this information or documents.

I further agree to release and hold harmless any person releasing such information to the Trinidad Police Department from any and all liability or claims that I may have against that person arising out of the release of such information.

I further agree to release and hold harmless the City of Trinidad, its elected officials, officers, agents and employees from any and all liability or claims which I may have arising out of the disclosure of such information to the Trinidad Police Department for use by the Trinidad Police Department in the consideration of my application for a Medical Marijuana License, the disclosure or release of any information or documents by the Trinidad Police Department or agents thereof collected during the application process to any person or entity lawfully empowered to obtain such information or documents.

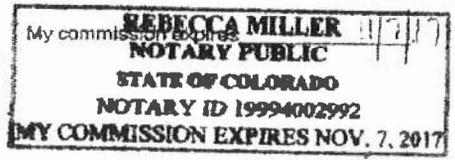
This Affidavit is made for purposes of inducing the Local Medical Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Medical Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Trinidad Medical Marijuana Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

[Handwritten Signature]
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 11 day of

Feb, 2015 by Gary R. Gettman

Witness my hand and official seal.



[Handwritten Signature]
Notary Public

Owner/Manager Approval (Required)
CYNTHIA L. GROSS Owner/Manager of CANNA CO
Owner or Manager's Name Printed Here Business Name Printed Here

acknowledge and approve the submittal of an application for GARY R. GETTMAN
Applicant's Printed Name Here

BY: [Handwritten Signature]
CHAIRMAN



Individual History Record
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION
NOT FOR PUBLIC DISCLOSURE

PLEASE PRINT CLEARLY IN BLACK INK

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Medical Marijuana License

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. EVERY answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant

1. Owner/Company Name: CANNA COMPANY
2. D/B/A (Doing Business As): CANNACE
3. Business address: 2119 TROUPA DRIVE TRINIDAD, CO 81082
4. Business License #: APPROVED - RECEIVED RECEIPT

5. Your Full Name (last, first, middle):
KAINENET, SUSAN NATALIE

6. List any other names you have used:
BOON, SUSAN NATALIE
WAGNER, SUSAN NATALIE

7. Mailing address (if different from residence):

8. Phone:
[REDACTED]

9. List All Other Medical Marijuana licenses issued to Applicant (Attach separate sheet if necessary)

Location:

10. Identify Medical Marijuana Optional Premise License, license number, and issuer of said license:

11. List all residence addresses below include current and previous addresses for the past five years

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	<u>[REDACTED]</u>	<u>TRINIDAD, CO, 81082</u>	<u>2/1/08</u>	<u>2/1/08</u>
Previous				

12 List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary):
NAME OF EMPLOYER ADDRESS (STREET NUMBER CITY STATE ZIP) POSITION HELD FROM TO

N/A

13 List the name(s) of relatives working in or holding a financial interest in the Colorado Medical Marijuana Industry
NAME OF RELATIVE RELATIONSHIP TO YOU POSITION HELD NAME OF LICENSEE

N/A

14 Have you ever applied for, held, or had an interest in a State of Colorado Medical Marijuana License, or loaned money, furniture or fixtures, equipment or inventory, to any Medical Marijuana licensee? If yes, answer in detail. YES NO

15 Have you ever received a violation notice, suspension or revocation, for a law violation, or have you applied for or been denied a Medical Marijuana License anywhere in the US? If yes, explain in detail. YES NO

16 Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include all arrests. If yes, explain in detail; include date, charge and disposition. YES NO

17 Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? If yes, explain in detail. YES NO

18 Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? If yes, explain in detail. YES NO

PERSONAL AND FINANCIAL INFORMATION

10a Date of Birth: [redacted] n Social Security Number SSN: [redacted] c Place of Birth: CHICAGO, ILL. d U.S. Citizen? YES (checked) NO

e If Naturalized: State where: [redacted] f When: [redacted] g Name of District Court: [redacted] h Naturalization Certificate Number: [redacted] i Date of Certification: [redacted] j Alien: Give Alien's Registration Card Number: [redacted]

k Permanent Residence Card Number: [redacted]

l Height: [redacted] m Weight: [redacted] n Hair Color: [redacted] o Eye Color: [redacted] p Sex: [redacted] q Race: [redacted]

r Do you have a current Driver's License? YES (checked) NO If so, give State and Number: COLORADO [redacted]

14. Financial Information

This section is to be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company

20. Give name of bank where business account will be maintained; Account Name and Account Number, and the name or names of persons authorized to draw thereon

INTERNATIONAL BANK, 200 SOUTH SECOND ST, DAYTON, OH, 45402
Acc # [redacted] 677410

WELLS FARGO BANK, 420 MONTECALMO BLVD, SAN FRANCISCO, CA 94104
Acc # [redacted] 674104

ANTHIA L. BENOVA, ROSHINA BLEEKE, LYNN BLEEKE

AFFIDAVIT

State of Colorado)
County of Las Animas)

I, SUSAN NATALIE BAINGRET being first duly sworn, state that I am
Printed Name of Applicant

an applicant for a Medical Marijuana Center for [redacted]
Name of Establishment

Located at [redacted] Trinidad, Colorado
Address of Establishment

and that in connection with said application, I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.

In addition, I hereby state that I have not been convicted of a crime, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense in criminal or military court other than what has been reported within my application for said license, except traffic violations which did not result in suspension or revocation of my driver's license or conviction of driving under the influence of alcoholic beverages

I fully understand that the Trinidad Police Department conducts a background investigation of all applicants (using this application for its beginning point) who are being considered for a Medical Marijuana License. This investigation includes, but is not limited to, an investigation of past employment, financial stability, driving records and character. I hereby waive any and all rights that I may have to examine, review, or inspect any documents or information of whatever kind, form or nature, obtained in the course of the background investigation.

I hereby authorize any person who is contacted by the Trinidad Police Department's personnel to release any information to the Trinidad Police Department pertaining to the background investigation.

I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the City of Trinidad, State of Colorado, and can not and will not be returned to me under any circumstances whatsoever, and will not be disclosed to me.

I authorize the Trinidad Police Department to release any information or documents collected during the application process to any person or entity lawfully empowered to obtain this information or documents.

I further agree to release and hold harmless any person releasing such information to the Trinidad Police Department from any and all liability or claims that I may have against that person arising out of the release of such information.

I further agree to release and hold harmless the City of Trinidad, its elected officials, officers, agents and employees from any and all liability or claims which I may have arising out of the disclosure of such information to the Trinidad Police Department for use by the Trinidad Police Department in the consideration of my application for a Medical Marijuana License, the disclosure or release of any information or documents by the Trinidad Police Department or agents thereof collected during the application process to any person or entity lawfully empowered to obtain such information or documents.

This Affidavit is made for purposes of inducing the Local Medical Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Medical Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Trinidad Medical Marijuana Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

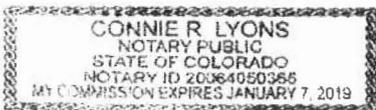
Susan Natalie Rainquet
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 9TH day of FEB, 2015 by SUSAN NATALIE RAINQUET

Witness my hand and official seal.

My commission expires 1/7/19

Connie R Lyons
Notary Public



Owner/Manager Approval (Required)

Cynthia L Garcia Owner/Manager of *CANNA Co*
Owner or Manager's Name Printed Here Business Name Printed Here

I acknowledge and approve the submital of an application for *SUSAN NATALIE RAINQUET*
Applicant's Printed Name Here

377
Chairman



Individual History Record
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION
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To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Medical Marijuana License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. EVERY answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.

1. Owner/Company Name Canna Company
 2. D/B/A (Doing Business As) _____
 3. Business address 3019 Toupin Drive Trinidad, Co
 4. Business License # _____

5. Your Full Name (last, first, middle) Cramer, Anita Rose
 6. List any other names you have used Windsorworth, Anita Rose

7. Mailing address (if different from residence) _____
 8. Phone [REDACTED]

9. List All Other Medical Marijuana Licenses issued to Applicant (Attach separate sheet if necessary) _____
 Location _____

10. Identify Medical Marijuana Optional Premise License, license number, and Issuer of said license _____

11. List all residence addresses below. Include current and previous addresses for the past five years.

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	<u>[REDACTED]</u>	<u>Johnstown, Co 80534</u>	<u>9/2010</u>	<u>current</u>
Previous	<u>[REDACTED]</u>	<u>Evans, Co 80620</u>	<u>1980</u>	<u>2010</u>

12. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Waste Not Recycling	1615 Republic Blvd Denver, CO 80534	owner	1989	present

13. List the name(s) of relatives working in or holding a financial interest in the Colorado Medical Marijuana industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE

14. Have you ever applied for, held, or had an interest in a State of Colorado Medical Marijuana License, or loaned money, furniture or fixtures, equipment or inventory, to any Medical Marijuana licensee? If yes, answer in detail. YES NO

15. Have you ever received a violation notice suspension or revocation, for a law violation, or have you applied for or been denied a Medical Marijuana License anywhere in the U.S.? If yes, explain in detail. YES NO

16. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include all arrests. If yes, explain in detail; include date, charge and disposition. YES NO

17. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? If yes, explain in detail. YES NO

18. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? If yes, explain in detail. YES NO

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth _____ b. Social Security Number SSN _____ c. Place of Birth San Diego, CA d. U.S. Citizen? YES NO

e. If Naturalized, State where _____ f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____

k. Permanent Residence Card Number _____

l. Height _____ m. Weight _____ n. Hair Color _____ o. Eye Color _____ p. Sex _____ q. Race _____

r. Do you have a current Driver's License? YES NO If so, give State and Number CA _____

14. Financial Information

This section is to be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company

20. Give name of bank where business account will be maintained; Account Name and Account Number, and the name or names of persons authorized to draw thereon.

International Bank - Account # _____
320 Convent St
Trinidad, CO 81082 Cynthia L Genova, Joshua Bleem
Lynn Bleem

AFFIDAVIT

State of Colorado)
) ss.
 County of Las Animas)

I, Anita Rose Comer, being first duly sworn, state that I am
 Printed Name of Applicant

an applicant for a Medical Marijuana Center for Green Company
 Name of Establishment

Located at 3019 Tougal Drive, Trinidad, Colorado;
 Address of Establishment

and that in connection with said application, I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge

In addition, I hereby state that I have not been convicted of a crime, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense in criminal or military court other than what has been reported within my application for said license, except traffic violations which did not result in suspension or revocation of my driver's license or conviction of driving under the influence of alcoholic beverages.

I fully understand that the Trinidad Police Department conducts a background investigation of all applicants (using this application for its beginning point), who are being considered for a Medical Marijuana License. This investigation includes, but is not limited to, an investigation of past employment, financial stability, driving records and character. I hereby waive any and all rights that I may have to examine, review, or inspect any documents or information of whatever kind, form or nature, obtained in the course of the background investigation.

I hereby authorize any person who is contacted by the Trinidad Police Department's personnel to release any information to the Trinidad Police Department pertaining to the background investigation.

I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the City of Trinidad, State of Colorado, and can not and will not be returned to me under any circumstances whatsoever, and will not be disclosed to me.

I authorize the Trinidad Police Department to release any information or documents collected during the application process to any person or entity lawfully empowered to obtain this information or documents.

I further agree to release and hold harmless any person releasing such information to the Trinidad Police Department from any and all liability or claims that I may have against that person arising out of the release of such information.

I further agree to release and hold harmless the City of Trinidad, its elected officials, officers, agents and employees from any and all liability or claims which I may have arising out of the disclosure of such information to the Trinidad Police Department for use by the Trinidad Police Department in the consideration of my application for a Medical Marijuana License, the disclosure or release of any information or documents by the Trinidad Police Department or agents thereof collected during the application process to any person or entity lawfully empowered to obtain such information or documents.

This Affidavit is made for purposes of inducing the Local Medical Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Medical Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Trinidad Medical Marijuana Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

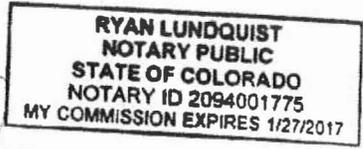
Anita R Comer
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 11th day of Feb, 2015, by Anita R Comer

Witness my hand and official seal.

My commission expires 1/27/17

[Signature]
Notary Public



Owner/Manager Approval (Required)
CYNTHIA L. GENDRE Owner/Manager of CANNA Co
Owner or Manager's Name Printed Here Business Name Printed Here

acknowledge and approve the submittal of an application for Anita R Comer
Applicant's Printed Name Here
BY: [Signature]
CHAIRMAN

DATE 03/02/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: GETTMAN, GARY REUBEN
SOC: XXX-XX-████████

DATE OF BIRTH: ██████████

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Ronald C. Sloan, Director
Colorado Bureau of Investigation

CIVIL APPLICANT RESPONSE

ICN E2015061000000087311

CIDN

OCA CO0360100

GETTMAN, GARY REUBEN

MNU

SOC [REDACTED]

COCBI0000 COLORADO B OF I

DENVER CO

2015/02/26

A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA.

CJIS DIVISION

2015/03/02

FEDERAL BUREAU OF INVESTIGATION

COCBI0000
CO BUREAU OF INVEST
COLORADO B OF I
STE 3000
690 KIPLING ST
DENVER, CO 80215-8001

DATE 03/02/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: COMER, ANITA ROSE
SOC: XXX-XX-████████

DATE OF BIRTH: ██████████

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

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Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Ronald C. Sloan, Director
Colorado Bureau of Investigation

CIVIL APPLICANT RESPONSE

ICN E2015061000000152548
COMER, ANITA ROSE

CIDN

OCA CO0360100

MNU

SOC [REDACTED]

COCBI0000 COLORADO B OF I

DENVER CO

2015/02/26

A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST

DATA.

CJIS DIVISION

2015/03/02

FEDERAL BUREAU OF INVESTIGATION

COCBI0000
CO BUREAU OF INVEST
COLORADO B OF I
STE 3000
690 KIPLING ST
DENVER, CO 80215-8001

DATE 03/02/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: RAINGUET, SUSAN NATALIE
SOC: XXX-XX-██████

DATE OF BIRTH: ██████████

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

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Sincerely,
Ronald C. Sloan, Director
Colorado Bureau of Investigation

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

COCBI0000

ICN E2015061000000252893

THE FOLLOWING FBI IDENTIFICATION RECORD FOR 991198Y8 IS FURNISHED FOR
OFFICIAL USE ONLY.

DESCRIPTORS ON FILE ARE AS FOLLOWS:

NAME ROSS, SUSAN NATALIE

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
█	█	██████████	████	████	██████	██████

BIRTH CITY	BIRTH PLACE
UNREPORTED	ILLINOIS

CITIZENSHIP
UNITED STATES

HENRY CLASS	PATTERN CLASS
8 S 1 T II 5	AU
S 2 R OII 0	

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE	██████████	NONE

ALIAS NAME(S)
RAINGUET, SUSAN NATALIE
ROSS, SUSAN
ROSS, SUSAN N
VULETICH, SUSAN N

END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

COCBI0000

ICN E2015061000000252893

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE
FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO DO SO. AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE SET FORTH IN TITLE 28, CFR, SECTION 16.34.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

END OF PART 1 - PART 2 TO FOLLOW

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

COCBI0000
PART 2

ICN E2015061000000252893

- FBI IDENTIFICATION RECORD - FBI NO.-991198Y8

NAME	FBI NO.	DATE REQUESTED
ROSS, SUSAN NATALIE	[REDACTED]	2015/03/03

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
[REDACTED]						

BIRTH PLACE
ILLINOIS

PATTERN CLASS
AU

CITIZENSHIP
UNITED STATES

1-ARRESTED OR RECEIVED 1968/07/15
AGENCY-SHERIFF'S OFFICE TITUSVILLE (FL0050000)
AGENCY CASE-20483

CHARGE 1-PETIT LARCENY-SHOPLIFTING

RECORD UPDATED 2015/03/03

ALL ARREST ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON
FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL
USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

DATE 03/02/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: GENOVA, CYNTHIA LOUISE
SOC: XXX-XX-████████

DATE OF BIRTH: ██████████

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Ronald C. Sloan, Director
Colorado Bureau of Investigation

CIVIL APPLICANT RESPONSE

ICN E2015062000000003341

CIDN

OCA CO0360100

GENOVA, CYNTHIA LOUISE

MNU

SOC

COCBI0000 COLORADO B OF I

DENVER CO

2015/02/26

A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST

DATA.

CJIS DIVISION

2015/03/03

FEDERAL BUREAU OF INVESTIGATION

COCBI0000
CO BUREAU OF INVEST
COLORADO B OF I
STE 3000
690 KIPLING ST
DENVER, CO 80215-8001



Trinidad Police Department

2309 E Main St.
Trinidad, Co 81082
(719) 846-4441 (719) 846-3728 (fax)

To Audra Garrett, City Clerk
From Det Sgt Phil Martin
March 24, 2015

RE: Canna Co MJ License app Anita Comer

To whom it may concern:

This agency conducted a search of various public data bases and found the following information on the above listed applicant: Las Animas County Court DKT#CO362002M000251, Trespass on agricultural land, Criminal Mischief-Dismissed by DA.

The appropriate document is attached to this memo.

If additional information is required, please feel free to contact this agency.



Individual History Record
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION
NOT FOR PUBLIC DISCLOSURE

PLEASE PRINT CLEARLY IN BLACK INK

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Medical Marijuana License.

NOTICE: This Individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. EVERY answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.

1. Owner/Company Name Canna Company
2. D/B/A (Doing Business As)
3. Business address 3014 Hampden Drive Trinidad, CO
4. Business License #

5. Your Full Name (last, first, middle) Cramer, Anita Rose
6. List any other names you have used Wardson, Anita Rose

7. Mailing address (if different from residence)
8. Phone 576-321-7345

9. List All Other Medical Marijuana Licenses Issued to Applicant (Attach separate sheet if necessary) Location

10. Identify Medical Marijuana Optional Premise License, license number, and issuer of said license.

11. List all residence addresses below. Include current and previous addresses for the past five years.

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	<u>[REDACTED]</u>	<u>Trinidad, CO 81084</u>	<u>4/2016</u>	<u>current</u>
Previous	<u>[REDACTED]</u>	<u>Trinidad, CO 81084</u>	<u>1986</u>	<u>2016</u>

12. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Waste Not Recycling	10125 Poplar St. Lakewood, CO 80534 - Denver		1989	Current

13. List the name(s) of relatives working in or holding a financial interest in the Colorado Medical Marijuana Industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE

14. Have you ever applied for, held, or had an interest in a State of Colorado Medical Marijuana License, or loaned money, furniture or fixtures, equipment or inventory, to any Medical Marijuana licensee? If yes, answer in detail. YES NO

15. Have you ever received a violation notice suspension or revocation, for a law violation, or have you applied for or been denied a Medical Marijuana License anywhere in the US? If yes, explain in detail. YES NO

16. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include all arrests. If yes, explain in detail; include date, charge and disposition. YES NO

17. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? If yes, explain in detail. YES NO

18. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? If yes, explain in detail. YES NO

I fully understand that the Trinidad Police Department conducts a background investigation of all applicants (using this application for its beginning point) who are being considered for a Medical Marijuana License. This investigation includes, but is not limited to, an investigation of past employment, financial stability, driving records and character. I hereby waive any and all rights that I may have to examine, review, or inspect any documents or information of whatever kind, form or nature, obtained in the course of the background investigation.

I hereby authorize any person who is contacted by the Trinidad Police Department's personnel to release any information to the Trinidad Police Department pertaining to the background investigation.

I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the City of Trinidad, State of Colorado, and can not and will not be returned to me under any circumstances whatsoever, and will not be disclosed to me.

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I further agree to release and hold harmless any person releasing such information to the Trinidad Police Department from any and all liability or claims that I may have against that person arising out of the release of such information.

I further agree to release and hold harmless the City of Trinidad, its elected officials, officers, agents and employees from any and all liability or claims which I may have arising out of the disclosure of such information to the Trinidad Police Department for use by the Trinidad Police Department in the consideration of my application for a Medical Marijuana License, the disclosure or release of any information or documents by the Trinidad Police Department or agents thereof collected during the application process to any person or entity lawfully empowered to obtain such information or documents.

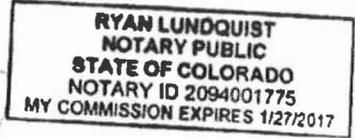
This Affidavit is made for purposes of inducing the Local Medical Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Medical Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Trinidad Medical Marijuana Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

Anita R Comer
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 11th day of Feb, 2015, by Anita R Comer

Witness my hand and official seal.

My commission expires 1/27/17



[Signature]
Notary Public

Owner/Manager Approval (Required)

CYNTHIA L. GONZA Owner/Manager of SAUNA Co
Owner or Manager's Name Printed Here Business Name Printed Here

acknowledge and approve the submittal of an application for Anita R Comer
Applicant's Printed Name Here

By: [Signature]
CHAIRMAN

Date Printed: 03/16/2015

People Of The State Of Colorado Vs. Comer, Anita Rose - 2002M251 - Las Animas County

Summary		
Case #: 2002M251 (County)	Location: Las Animas County	Date Filed: 2002-05-29
Case Status: Closed;	Date Case Closed: 2003-04-08	Date of Speedy Trial: N/A
Case Type: Criminal Mischief	Appealed: N	E-Filed: N
Judge or Magistrate: Bruce Arthur Billings	Division: C	Bar Number: 8200
Related Cases: N/A		
Participants		
Party Type: Defendant		
Person Status: Not Applicable		
Name: Comer, Anita Rose	Addresses & Phone Numbers	Attorneys
Birthdate: ██████████ Gender: ██████ Race: ██████ Drivers License: CO SSN: ██████████ StateID: ██████████	Historical Address ██████████ Unknown XX 80602 Active Address 3922 Golden St Evans CO 80602 Home : (970) 3395445	Attorney Role: Private Attorney Attorney Name: Malone, Dennis Michael Attorney Bar #: 5645 Primary Attorney: Yes
Party Type: The People of the State of CO		
Person Status: Not Applicable		
Name: The People Of The State Of Colorado,	Addresses & Phone Numbers	Attorneys
Birthdate: Gender: Race: Drivers License: StateID:		
Charges / Dispositions		
Arresting Agency		
Arresting Agency: Las Animas County Sheriff Dept	Arrest Date:	Arrest Time:
Ticket/Summons Number: 2512	Arrest Number:	Case Number:
Final Disposition on Charges		
Charge Number: 1	Charge: Trespass 2-on Agricultural Land	Status: Dismissed
Offense Date From: 2002-03-22	Offense Date To: 2002-03-22	Offense Time:

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL	Class: M2 (Class 2 Misdemeanor)	BAC: 0.000	Statute: 18-4-503(1),(2)(a)	CONFIDENTIAL	
CONFIDENTIAL	Disposition Date: 2003-04-08	Disposition: Dismissed by Court			CONFIDENTIAL
CONFIDENTIAL	Charge Number: 2	Charge: Criminal Mischief-\$100-\$400	Status: Dismissed	CONFIDENTIAL	
CONFIDENTIAL	Offense Date From: 2002-03-22	Offense Date To: 2002-03-22	Offense Time:	CONFIDENTIAL	
CONFIDENTIAL	Class: M2 (Class 2 Misdemeanor)	BAC: 0.000	Statute: 18-4-501	CONFIDENTIAL	
CONFIDENTIAL	Disposition Date: 2003-04-08	Disposition: Dismissed by Court			CONFIDENTIAL

Hearings/Trials					
Date	Time	Room #	Type/Note	Status	Judge/Bar Number
2003-04-11	09:00 AM	C	Court Trial	Vacated	Bruce Arthur Billings (8200)
2003-04-11	04:00 PM	C	Review NOTE: DISM	Hearing Held	Clerk Of Court (900001)
2003-04-02	03:00 PM	C	Motions Hearing	Vacated	Bruce Arthur Billings (8200)
2003-01-10	04:00 PM	C	Review NOTE: SET T/C	Hearing Held	Clerk Of Court (900001)
2002-12-09	04:00 PM	C	Review NOTE: SET TRIAL	Held and Continued	George A Newnam (6108)
2002-10-28	01:30 PM	C	Disposition Hearing	Hearing Held	George A Newnam (6108)
2002-09-16	03:30 PM	C	Disposition Hearing	Continued by Parties	George A Newnam (6108)
2002-08-14	02:30 PM	C	Pre-Trial Conference	Hearing Held	George A Newnam (6108)
2002-07-29	01:30 PM	C	Pre-Trial Conference	Continued by Parties	George A Newnam (6108)
2002-06-27	08:30 AM	C	Arraignment	Vacated	George A Newnam (6108)

Other Case Activities		
Date	Code	Details/Notes
2003-04-08	CLDM	Case Closed-case Dismissed Co-defendant Paid Restitution /dab

CONFIDENTIAL	2003-03-27	ORDR	Order Order Setting Hearing On Motion To Withdraw /dab	CONFIDENTIAL
	2003-03-21	MOTN	Motion Motion To Withdraw As Counsel /dab	
	2002-11-12	WAVT	Waiver Of Speedy Trial	
	2002-10-28	MINO	Minute Order (no Print) Def Atty Contacted Court By Phone Requesting Matter Be Set For One Day Trial Due To Scheduling In New Year, This Case Continued For Rev 120902 For Waiver Of Speedy Trial And To Set For One Day Trial In 2003. /dab	
	2002-07-09	FOTH	Filing Other Request For Discovery /dab	
	2002-06-25	ENTR	Entry Of Appearance Dennis Malone /dab	
	2002-05-29	SACF	Summons And Complaint Filed	
CONFIDENTIAL	Judgments			CONFIDENTIAL
	No Judgments Information			
CONFIDENTIAL	Bonds			CONFIDENTIAL
	No Bonds Information			
CONFIDENTIAL	Financial Summary			CONFIDENTIAL
	No Financial Information			



Trinidad Police Department

2309 E Main St.
Trinidad, Co 81082
(719) 846-4441 (719) 846-3728 (fax)

To Audra Garrett, City Clerk
From Det Sgt Phil Martin
March 24, 2015

RE: Canna Co MJ License app Gary Ruben Gettman 

To whom it may concern:

This agency conducted a search of various public data bases and found the following information on the above listed applicant: Las Animas County Court DKT#CO362002M000252, Trespass on agricultural land, Criminal Mischief-Dismissed by DA.

The appropriate document is attached to this memo.

If additional information is required, please feel free to contact this agency.



Individual History Record
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION
NOT FOR PUBLIC DISCLOSURE

PLEASE PRINT CLEARLY IN BLACK INK

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company **MANAGING** members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Medical Marijuana License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. EVERY answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.

1. Owner/Company Name CannaCo

2. DBA (Doing Business As) _____

3. Business address 3019 Tougal Drive, Trinidad, CO 81082

4. Business License # Approved Pending Receipt

5. Your Full Name (last, first, middle) Gettman Gary Reuben

6. List any other names you have used _____

7. Mailing address (if different from residence) _____

8. Phone 970-381-8607

9. List All Other Medical Marijuana Licenses Issued to Applicant (Attach separate sheet if necessary)

Location None

10. Identify Medical Marijuana Optional Premise License, license number, and issuer of said license.

None

11. List all residence addresses below. Include current and previous addresses for the past five years.

Current	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
	<u>[REDACTED]</u>	<u>Greeley, CO 80631</u>	<u>1983</u>	<u>Present</u>
Previous	_____	_____	_____	_____
	_____	_____	_____	_____

2. List of current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Self Employed	A Vision Realty	Broker/Owner	1984	Present
Waste-Not Recycling	1065 Poplar St. Johnstown, CO 80534	(Construction Recycling Manager)	2008	Present

13. List the name(s) of relatives working in or holding a financial interest in the Colorado Medical Marijuana Industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
None			

14. Have you ever applied for, held, or had an interest in a State of Colorado Medical Marijuana License, or loaned money, furniture or fixtures, equipment or inventory, to any Medical Marijuana licensee? If yes, answer in detail. YES NO

15. Have you ever received a violation notice suspension or revocation, for a law violation, or have you applied for or been denied a Medical Marijuana License anywhere in the U.S.? If yes, explain in detail. YES NO

16. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include all arrests. If yes, explain in detail; include date, charge and disposition. YES NO

17. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? If yes, explain in detail. YES NO

18. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? If yes, explain in detail. YES NO

I fully understand that the Trinidad Police Department conducts a background investigation of all applicants (using this application for its beginning point), who are being considered for a Medical Marijuana License. This investigation includes, but is not limited to, an investigation of past employment, financial stability, driving records and character. I hereby waive any and all rights that I may have to examine, review, or inspect any documents or information of whatever kind, form or nature, obtained in the course of the background investigation.

I hereby authorize any person who is contacted by the Trinidad Police Department's personnel to release any information to the Trinidad Police Department pertaining to the background investigation.

I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the City of Trinidad, State of Colorado, and can not and will not be returned to me under any circumstances whatsoever, and will not be disclosed to me.

I authorize the Trinidad Police Department to release any information or documents collected during the application process to any person or entity lawfully empowered to obtain this information or documents.

I further agree to release and hold harmless any person releasing such information to the Trinidad Police Department from any and all liability or claims that I may have against that person arising out of the release of such information.

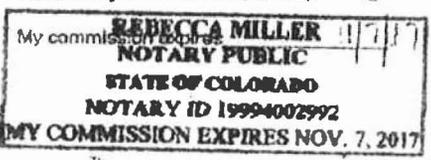
I further agree to release and hold harmless the City of Trinidad, its elected officials, officers, agents and employees from any and all liability or claims which I may have arising out of the disclosure of such information to the Trinidad Police Department for use by the Trinidad Police Department in the consideration of my application for a Medical Marijuana License, the disclosure or release of any information or documents by the Trinidad Police Department or agents thereof collected during the application process to any person or entity lawfully empowered to obtain such information or documents.

This Affidavit is made for purposes of inducing the Local Medical Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Medical Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Trinidad Medical Marijuana Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

[Handwritten Signature]
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 11 day of Feb, 2015, by Gary R. Gettman

Witness my hand and official seal.



[Handwritten Signature]
Notary Public

Cynthia L. Genovese Owner/Manager Approval (Required)
Owner or Manager's Name Printed Here
CANNA Co Business Name Printed Here

acknowledge and approve the submittal of an application for GARY R. GETTMAN
Applicant's Printed Name Here

BY: [Handwritten Signature]
CHAIRMAN

Date Printed: 03/16/2015

People Of The State Of Colorado Vs. Gettman, Gary Reuben - 2002M252 - Las Animas County

Summary		
Case #: 2002M252 (County)	Location: Las Animas County	Date Filed: 2002-05-29
Case Status: Closed;	Date Case Closed: 2003-04-08	Date of Speedy Trial: N/A
Case Type: Criminal Mischief	Appealed: N	E-Filed: N
Judge or Magistrate: Bruce Arthur Billings	Division: C	Bar Number: 8200
Related Cases: N/A		
Participants		
Party Type: Defendant		
Person Status: Not Applicable		
Name: Gettman, Gary Reuben	Addresses & Phone Numbers	Attorneys
Birthdate: ██████████ Gender: ██████ Race: ██████ Drivers License: CO ██████████ SSN: 521761861 StateID:	Active Address ██████████ Greeley CO 80631 Home : ██████████	Attorney Role: Private Attorney Attorney Name: Malone, Dennis Michael Attorney Bar #: 5645 Primary Attorney: Yes
Party Type: The People of the State of CO		
Person Status: Not Applicable		
Name: The People Of The State Of Colorado,	Addresses & Phone Numbers	Attorneys
Birthdate: Gender: Race: Drivers License: StateID:		
Party Type: Victim		
Person Status: Not Applicable		
Name: ██████████	Addresses & Phone Numbers	Attorneys
Birthdate: Gender: Race: Drivers License: StateID:	Active Address ██████████ XX 81509	
Charges / Dispositions		
Arresting Agency		
Arresting Agency: Las Animas County Sheriff Dept	Arrest Date:	Arrest Time:

CONFIDENTIAL

CONFIDENTIAL

Ticket/Summons Number: 2513		Arrest Number:	Case Number:
Final Disposition on Charges			
Charge Number: 1	Charge: Trespass 2-on Agricultural Land		Status: Dismissed
Offense Date From: 2002-03-22	Offense Date To:	Offense Time:	
Class: M2 (Class 2 Misdemeanor)	BAC: 0.000	Statute: 18-4-503(1),(2)(a)	
Disposition Date: 2003-04-08	Disposition: Dismissed by DA		
Charge Number: 2	Charge: Criminal Mischief-\$100-\$400		Status: Dismissed
Offense Date From: 2002-03-22	Offense Date To:	Offense Time:	
Class: M2 (Class 2 Misdemeanor)	BAC: 0.000	Statute: 18-4-501	
Disposition Date: 2003-04-08	Disposition: Dismissed by DA		

Hearings/Trials					
Date	Time	Room #	Type/Note	Status	Judge/Bar Number
2003-04-11	09:00 AM	C	Court Trial	Vacated	Bruce Arthur Billings (8200)
2003-04-11	04:00 PM	C	Review NOTE: DISM	Hearing Held	Clerk Of Court (900001)
2003-04-02	03:00 PM	C	Motions Hearing	Vacated	Bruce Arthur Billings (8200)
2003-01-10	04:00 PM	C	Review NOTE: SET T/C	Hearing Held	Clerk Of Court (900001)
2002-12-09	04:00 PM	C	Review NOTE: SET TRIAL	Held and Continued	George A Newnam (6108)
2002-10-28	01:30 PM	C	Disposition Hearing	Hearing Held	George A Newnam (6108)
2002-09-16	03:30 PM	C	Disposition Hearing	Continued by Parties	George A Newnam (6108)
2002-08-14	02:30 PM	C	Pre-Trial Conference	Hearing Held	George A Newnam (6108)
2002-07-29	01:30 PM	C	Pre-Trial Conference	Continued by Parties	George A Newnam (6108)
2002-06-27	08:30 AM	C	Arraignment	Vacated	George A Newnam (6108)

Other Case Activities				
Date	Code	Details/Notes		
2003-04-08	CLDM	Case Closed-case Dismissed Def Paid Restitution /dab		
2003-03-26	ORDR	Order Order Setting Hearing On Motion To Withdraw /dab		
2003-03-21	MOTN	Motion Motion To Withdraw As Counsel /dab		
2002-11-12	WAVT	Waiver Of Speedy Trial		
2002-10-28	MINO	Minute Order (no Print) Def Atty Contacted Court By Phone Requesting Matter Be Set For One Day Trial Due To Scheduling In New Year, This Case Continued For Rev 120902 For Waiver Of Speedy Trial And To Set For One Day Trial In 2003. /dab		
2002-07-09	FOTH	Filing Other Request For Discovery /dab		
2002-06-25	ENTR	Entry Of Appearance Dennis Malone /dab		
2002-05-29	SACF	Summons And Complaint Filed		
Judgments				
No Judgments Information				
Bonds				
No Bonds Information				
Financial Summary				
Registry	Received by Court	Disbursed by Court	Payment in Process	Balance Held by Court
Restitution	\$400.00	\$400.00	\$0.00	\$0.00
Registry Balance	\$400.00	\$400.00	\$0.00	\$0.00
Accounts Receivable	Amount Owed	Amount Paid	Amount Paid From Related Case	Outstanding Balance
Restitution	\$400.00	\$400.00	\$0.00	\$0.00
Accounts Receivable Balance	\$400.00	\$400.00	\$0.00	\$0.00



Trinidad Police Department

2309 E Main St.

Trinidad, Co 81082

(719) 846-4441 (719) 846-3728 (fax)

To Audra Garrett, City Clerk

From Det Sgt Phil Martin

March 24, 2015

A handwritten signature in black ink, appearing to be "P. Martin", is written over the text "From Det Sgt Phil Martin".

RE: Canna Co MJ License app Susan Rainquet

To whom it may concern:

This agency conducted a search of various public data bases and found the following information on the above listed applicant: Las Animas County Court DKT#CO362002M000254, Trespass on agricultural land, Criminal Mischief-Dismissed by DA.

The appropriate document is attached to this memo.

If additional information is required, please feel free to contact this agency.



Individual History Record
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION
NOT FOR PUBLIC DISCLOSURE

PLEASE PRINT CLEARLY IN BLACK INK

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Medical Marijuana License

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. EVERY answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant

1. Owner/Company Name CANNA COMPANY

2. DBA (Doing Business As) CANNA CO

3. Business address 5017 TROPICAL BLVD, TRINIDAD, CO 81082

4. Business License # APPROVED TO NONE, RESIDENCY

5. Your Full Name (last, first, middle) KRISTINE E. SUSAN NATALE

6. List any other names you have used KRISTINE E. SUSAN NATALE

7. Mailing address (if different from residence)

8. Phone

9. List All Other Medical Marijuana licenses issued to Applicant (Attach separate sheet if necessary)

10. Identify Medical Marijuana Optional Pretext License, license number, and issuer of said license

11. List all residence addresses below. Include current and previous addresses for the past five years

Current	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
	[REDACTED]	TRINIDAD, CO 81082	2015	2016
Previous				

12 List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
N/A				

13 List the name(s) of relatives working in or holding a financial interest in the Colorado Medical Marijuana Industry

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
N/A			

14 Have you ever applied for, held, or had an interest in a State of Colorado Medical Marijuana License, or loaned money, furniture or fixtures, equipment or inventory, to any Medical Marijuana licensee? If yes, answer in detail. YES NO

15 Have you ever received a violation notice, suspension or revocation, for a law violation, or have you applied for or been denied a Medical Marijuana License anywhere in the U.S.? If yes, explain in detail. YES NO

16 Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include all arrests. If yes, explain in detail; include date, charge and disposition. YES NO

17 Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? If yes, explain in detail. YES NO

18 Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? If yes, explain in detail. YES NO

PERSONAL AND FINANCIAL INFORMATION

19a Date of Birth [redacted] b Social Security Number SSN [redacted] c Place of Birth CHICAGO, ILL d U.S. Citizen? X YES NO

e If Naturalized, State where [redacted] f When [redacted] g Name of District Court [redacted]

h Naturalization Certificate Number [redacted] Date of Certification [redacted] i If an Alien: Give Alien's Registration Card Number [redacted]

k Permanent Residence Card Number [redacted]

l Height [redacted] m Weight [redacted] n Hair Color (BROWN) o Eye Color (GREEN) p Sex [redacted] q Race [redacted]

r Do you have a current Driver's License? X YES NO If so, give State and Number: (COLORADO) [redacted]

14. Financial Information

This section is to be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company

20. Give name of bank where business account will be maintained; Account Name and Account Number and the name or names of persons authorized to draw thereon

INTERNATIONAL BANK, [redacted] SECOND ST, BOSTON, MASS 02110
WELLS FARGO BANK, 120 MONTE CALERO, SAN JOSE, CALIF 95110
SYNTHIA L BLOOMER, ROSHIA BLOOMER, LYNN BLOOMER

AFFIDAVIT

State of Colorado)
County of Las Animas)

SUSAN NATALIE BAINGHE Being first duly sworn, state that I am
Printed Name of Applicant

an applicant for a Medical Marijuana Center for [redacted]
Name of Establishment

Located at [redacted] Trinidad, Colorado
Address of Establishment

and that in connection with said application, I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.

In addition, I hereby state that I have not been convicted of a crime, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense in criminal or military court other than what has been reported within my application for said license, except traffic violations which did not result in suspension or revocation of my driver's license or conviction of driving under the influence of alcoholic beverages

I fully understand that the Trinidad Police Department conducts a background investigation of all applicants (using this application for its beginning print) who are being considered for a Medical Marijuana License. This investigation includes, but is not limited to, an investigation of past employment, financial stability, driving records and character. I hereby waive any and all rights that I may have to examine, review, or request any documents or information of whatever kind, form or nature, obtained in the course of the background investigation.

I hereby authorize any person who is contacted by the Trinidad Police Department's personnel to release any information to the Trinidad Police Department pertaining to the background investigation.

I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the City of Trinidad, State of Colorado, and can not and will not be returned to me under any circumstances whatsoever, and will not be disclosed to me.

I authorize the Trinidad Police Department to release any information or documents collected during the application process to any person or entity lawfully empowered to obtain this information or documents.

I further agree to release and hold harmless any person releasing such information to the Trinidad Police Department from any and all liability or claims that I may have against that person arising out of the release of such information.

I further agree to release and hold harmless the City of Trinidad, its elected officials, officers, agents and employees from any and all liability or claims which I may have arising out of the disclosure of such information to the Trinidad Police Department for use by the Trinidad Police Department in the consideration of my application for a Medical Marijuana License, the disclosure or release of any information or documents by the Trinidad Police Department or agents thereof collected during the application process to any person or entity lawfully empowered to obtain such information or documents.

This Affidavit is made for purposes of inducing the Local Medical Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Medical Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Trinidad Medical Marijuana Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

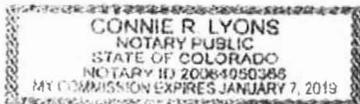
Susan Natalie Ranguet
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 9TH day of

Feb, 2015 by SUSAN NATALIE RANGUET

Witness my hand and official seal.

My commission expires 1/7/19



Connie Lyons
Notary Public

Owner/Manager Approval (Required)

I, Cynthia L. Cyck Owner/Manager of CANNA Co
Owner or Manager's Name Printed Here Business Name Printed Here

acknowledge and approve the submital of an application for SUSAN NATALIE RANGUET
Applicant's Printed Name Here

[Signature]
CHAIRMAN

Date Printed: 03/24/2015

People Of The State Of Colorado Vs. Rainquet, Susan Natalie - 2002M254 - Las Animas County

Summary		
Case #: 2002M254 (County)	Location: Las Animas County	Date Filed: 2002-05-29
Case Status: Closed;	Date Case Closed: 2003-04-08	Date of Speedy Trial: N/A
Case Type: Criminal Mischief	Appealed: N	E-Filed: N
Judge or Magistrate: Bruce Arthur Billings	Division: C	Bar Number: 8200
Related Cases: N/A		
Participants		
Party Type: Defendant		
Person Status: Not Applicable		
Name: Rainquet, Susan Natalie	Addresses & Phone Numbers	Attorneys
Birthdate: ██████████	Active Address	Attorney Role: Private Attorney
Gender: ██████████	██████████	Attorney Name: Malone, Dennis Michael
Race: ██████████	Englewood CO 80112	Attorney Bar #: 5645
Drivers License: CO	Home : (303) 6942259	Primary Attorney: Yes
SSN: ██████████		
StateID: ██████████		
Party Type: The People of the State of CO		
Person Status: Not Applicable		
Name: The People Of The State Of Colorado,	Addresses & Phone Numbers	Attorneys
Birthdate:		
Gender:		
Race:		
Drivers License:		
StateID:		
Charges / Dispositions		
Arresting Agency		
Arresting Agency: Las Animas County Sheriff Dept	Arrest Date:	Arrest Time:
Ticket/Summons Number: 2515	Arrest Number:	Case Number:
Final Disposition on Charges		
Charge Number: 1	Charge: Trespass 2-on Agricultural Land	Status: Dismissed
Offense Date From: 2002-03-22	Offense Date To: 2002-03-22	Offense Time:
Class: M2 (Class 2	BAC: 0.000	Statute: 18-4-503(1),(2)(a)

CONFIDENTIAL

CONFIDENTIAL

Misdemeanor)		
Disposition Date: 2003-04-08	Disposition: Dismissed by Court	
Charge Number: 2	Charge: Criminal Mischief-\$100-\$400	Status: Dismissed
Offense Date From: 2002-03-22	Offense Date To: 2002-03-22	Offense Time:
Class: M2 (Class 2 Misdemeanor)	BAC: 0.000	Statute: 18-4-501
Disposition Date: 2003-04-08	Disposition: Dismissed by Court	

Hearings/Trials					
Date	Time	Room #	Type/Note	Status	Judge/Bar Number
2003-04-11	09:00 AM	C	Court Trial	Vacated	Bruce Arthur Billings (8200)
2003-04-11	04:00 PM	C	Review NOTE: DISM	Hearing Held	Clerk Of Court (900001)
2003-04-02	03:00 PM	C	Motions Hearing	Vacated	Bruce Arthur Billings (8200)
2003-01-10	04:00 PM	C	Review NOTE: SET T/C	Hearing Held	Clerk Of Court (900001)
2002-12-09	04:00 PM	C	Review NOTE: SET TRIAL	Held and Continued	George A Newnam (6108)
2002-10-28	01:30 PM	C	Disposition Hearing	Hearing Held	George A Newnam (6108)
2002-09-16	03:30 PM	C	Disposition Hearing	Continued by Parties	George A Newnam (6108)
2002-08-14	02:30 PM	C	Pre-Trial Conference	Hearing Held	George A Newnam (6108)
2002-07-29	01:30 PM	C	Pre-Trial Conference	Continued by Parties	George A Newnam (6108)
2002-06-27	08:30 AM	C	Arraignment	Vacated	George A Newnam (6108)

Other Case Activities		
Date	Code	Details/Notes
2003-04-08	CLDM	Case Closed-case Dismissed Codefendant Paid Restitution /dab

CONFIDENTIAL	2003-03-27	ORDR	Order Order Setting Hearing On Motion To Withdraw /dab	CONFIDENTIAL
	2003-03-21	MOTN	Motion Motion To Withdraw As Counsel /dab	
	2002-11-12	WAVT	Waiver Of Speedy Trial	
	2002-10-28	MINO	Minute Order (no Print) Def Atty Contacted Court By Phone Requesting Matter Be Set For One Day Trial Due To Scheduling In New Year, This Case Continued For Rev 120902 For Waiver Of Speedy Trial And To Set For One Day Trial In 2003. /dab	
	2002-07-09	FOTH	Filing Other Request For Discovery /dab	
	2002-06-25	ENTR	Entry Of Appearance Dennis Malone /dab	
	2002-05-29	SACF	Summons And Complaint Filed	
Judgments				
No Judgments Information				
Bonds				
No Bonds Information				
Financial Summary				
No Financial Information				



Colorado Secretary of State
 Date and Time: 10/21/2014 03:53 PM
 ID Number: 20141635670
 Document number: 20141635670
 Amount Paid: \$1.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Double Moon LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address **503 N CR 3**
(Street number and name)

Johnstown **CO** **80534**
(City) (State) (ZIP/Postal Code)

United States
(Country)

Mailing address
 (leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province – if applicable) (Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name
 (if an individual) **Comer Anita R**
(Last) (First) (Middle) (Suffix)

or
 (if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address **503 N CR 3**
(Street number and name)

Johnstown **CO** **80534**
(City) (State) (ZIP Code)

Mailing address
 (leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Comer Anita R
(Last) (First) (Middle) (Suffix)
or
(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)
Mailing address 503 N CR 3
(Street number and name or Post Office Box information)
Johnstown CO 80534
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are 11/01/2014
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Comer</u>	<u>Anita</u>	<u>R</u>	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<u>503 N CR 3</u>			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
<u>Johnstown</u>	<u>CO</u>	<u>80534</u>	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
<u></u>	<u>United States</u>	<u></u>	
<i>(Province – if applicable)</i>	<i>(Country)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Double Moon LLC

Additional Members:

Gary R Gettman

614 14th Street

Greeley, CO 80631

Robert L Rainguet

Susan N Rainguet

1202 E Tenth Street

Trinidad, CO 81082



Colorado Secretary of State
 Date and Time: 01/07/2015 02:52 PM
 ID Number: 20141635670
 Document number: 20151015359
 Amount Paid: \$25.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

ID number: 20141635670

1. Entity name: Double Moon LLC
(If changing the name of the limited liability company, indicate name before the name change)

2. New Entity name: _____
 (if applicable)

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

- "bank" or "trust" or any derivative thereof
- "credit union" "savings and loan"
- "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the limited liability company's period of duration as amended is less than perpetual, state the date on which the period of duration expires: _____
(mm/dd/yyyy)

or

If the limited liability company's period of duration as amended is perpetual, mark this box:

6. *(Optional)* Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing: Comer Anita Rose
(Last) *(First)* *(Middle)* *(Suffix)*

503 N CR 3

(Street name and number or Post Office Box information)

Johnstown

(City)

CO 80534

(State)

(Postal/Zip Code)

United States

(Province – if applicable)

(Country – if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

Double Moon LLC

Additional Members:

Gary R Gettman

614 14th Street

Greeley, CO 80631

Susan N Rainguet

1202 E Tenth Street

Trinidad, CO 81082

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Double Moon LLC

is a **Limited Liability Company** formed or registered on 11/01/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141635670.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/31/2015 that have been posted, and by documents delivered to this office electronically through 04/02/2015 @ 13:45:50.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 04/02/2015 @ 13:45:50 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9145559.

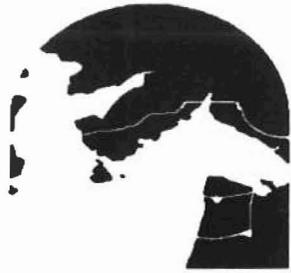


A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

6d

CITY COUNCIL MEETING: April 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Representative- Trinidad's Higher Calling U, LLC
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE:

SUBJECT: Modification of Premises application filed by Trinidad's Higher Calling U, LLC at 1000 Independence Road

RECOMMENDED CITY COUNCIL ACTION: Approval of modification is recommended

SUMMARY STATEMENT: Lawful requirement to notify and receive approval from state and local licensing authorities to modify premises

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order. The licensee seeks to modify the licensed premise, as it affects all license types held, as follows:

Create a new retail sales room on the south side of the building where the MIP kitchen was to be built. The MIP kitchen will be downsized to accommodate this new retail sales room. Once able, they plan to make the existing retail sales room the medical sales room.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
 (719) 846-9843, ext. 135

6d

DR 8545 (08/29/14)
COLORADO DEPARTMENT OF REVENUE
 Marijuana Enforcement Division
 455 Sherman Street, Suite 390
 Denver, CO 80203

Marijuana Enforcement Division Report of Changes

Current License Number (All Answers Must Be Printed Legibly or Typewritten) 402R-00271, 403R-00353, 404R-00083, 402-00992, 403-01563			
1. Name of Business requesting changes or Person requesting duplicate badge Trinidad's Higher Calling U LLC			
2. Trade Name NA			
3. Business address or personal address if requesting a duplicate badge 1000 Independence Road		City Trinidad	State ZIP CO 81082
Select the Appropriate Section Below and Proceed to The Instructions on Page2. (Please refer to fee schedule on the website— www.colorado.gov/revenue/med)			
Section A—Duplicate License		Section B	
<input type="checkbox"/> Duplicate Business License	\$	<input type="checkbox"/> Change Corp. or Trade Name Permit (ea)	\$
<input type="checkbox"/> Duplicate Badge	\$	<input type="checkbox"/> Change Location Permit – Medical	\$
		<input type="checkbox"/> Change Location Permit – Retail	\$
		<input checked="" type="checkbox"/> Change, Alter or Modify Premises	
		\$ 120	x 5 Total Fee \$ 600⁰⁰
Oath of Applicant (For Duplicate License or Badge Only)			
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.			
Signature 			Date 03/16/15
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.			Total Amount Due \$ 600 .00

City of Trinidad

MAR 13 2015

City Clerk's Office

*Rec'd in person
 from Robert Schultz Asst.
 Dena Valencia City Clerk*

Instruction Sheet

For All Sections, Complete Questions 1-3 Located on Page 1
(Please refer to fee schedule on the website—www.colorado.gov/revenue/med)

Section A

For a Duplicate Badge or Business License be sure to include the license number in the upper portion of page 1 and sign at bottom of page 1.

Section B

Check the appropriate box in section C and proceed below.

- 1) **Change Trade Name:** go to page 3 and complete question 1 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **To Modify Premise:** go to page 4 and complete question 3. Submit the necessary information and proceed to Oath of Applicant signature.
- 3) **To Change Location:** go to page 3 and complete question 2. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

1. Change Trade Name	
<input type="checkbox"/> Section C <input type="checkbox"/> Change of Trade Name / DBA only (Attach the following supporting documents) <ol style="list-style-type: none"> 1. Copy of Change of Trade Name or Amendment filed with the Colorado Secretary of State 2. Copy of new Trade Name registration 	

Old Trade Name	New Trade Name
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2. Change of Location

A. Address of current premises

Address	City	County	ZIP
---------	------	--------	-----

B. Address of proposed new premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address	City	County	ZIP
---------	------	--------	-----

C. New Mailing Address if Applicable.

Address	City	County	ZIP
---------	------	--------	-----

D. Attach detailed diagram of the premises including security equipment locations and proof from local licensing authority that the change has been submitted.

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Article 43.3 or 43.4, C.R.S. , as amended. **Therefore, this application is approved.**

Local Licensing Authority (City or County)	Date Filed With Local Authority
--	---------------------------------

Signature	Title	Date
-----------	-------	------

3. Modification of Premises

(Note: Licensees may not modify their licensed premises until approved by state and local authorities.)

A. Describe Change proposal

Create a new retail sales room on the south side of the building where the MIP kitchen was to be built. We will be downsizing the size of the MIP kitchen to accommodate this new retail sales room. Once able, we plan to make the existing retail sales room the medical sales room.

B. If the modification is temporary, when will the proposed change:

Start (MM/DD/YY)	End (MM/DD/YY)
------------------	----------------

C. Will the proposed change result in the licensed premises now being located within 1000 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance) Yes No

D. Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises include security equipment locations.

E. Attach any existing lease that is revised due to the modification.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title Owner	Date 3-13-15
--	----------------	-----------------

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Article 43.3 or 43.4, C.R.S., as amended. **Therefore, this application is approved.**

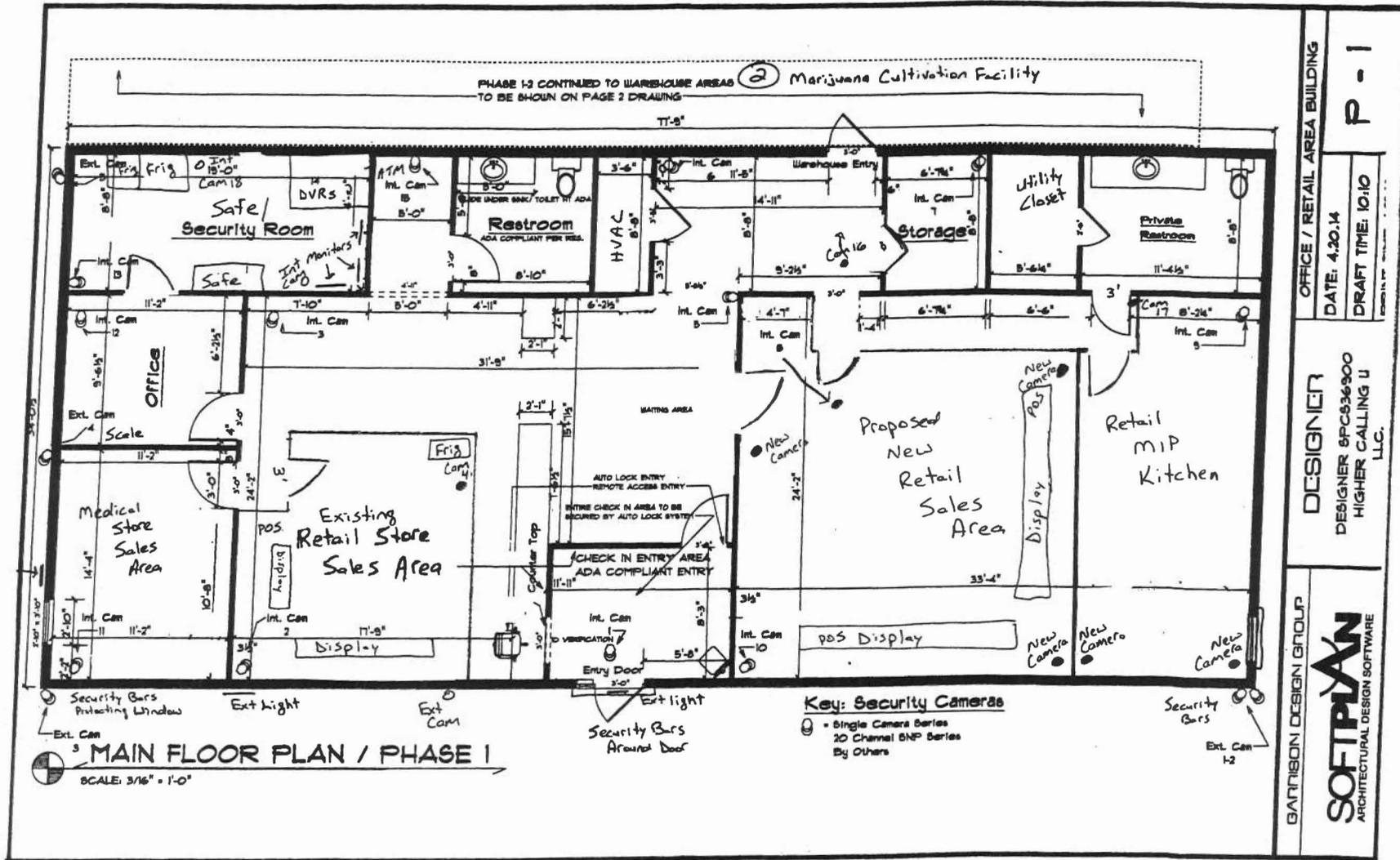
Local Licensing Authority (City or County) Trinidad	Date Filed With Local Authority 3-13-15
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Signature	Title	Date
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Report of State Licensing Authority

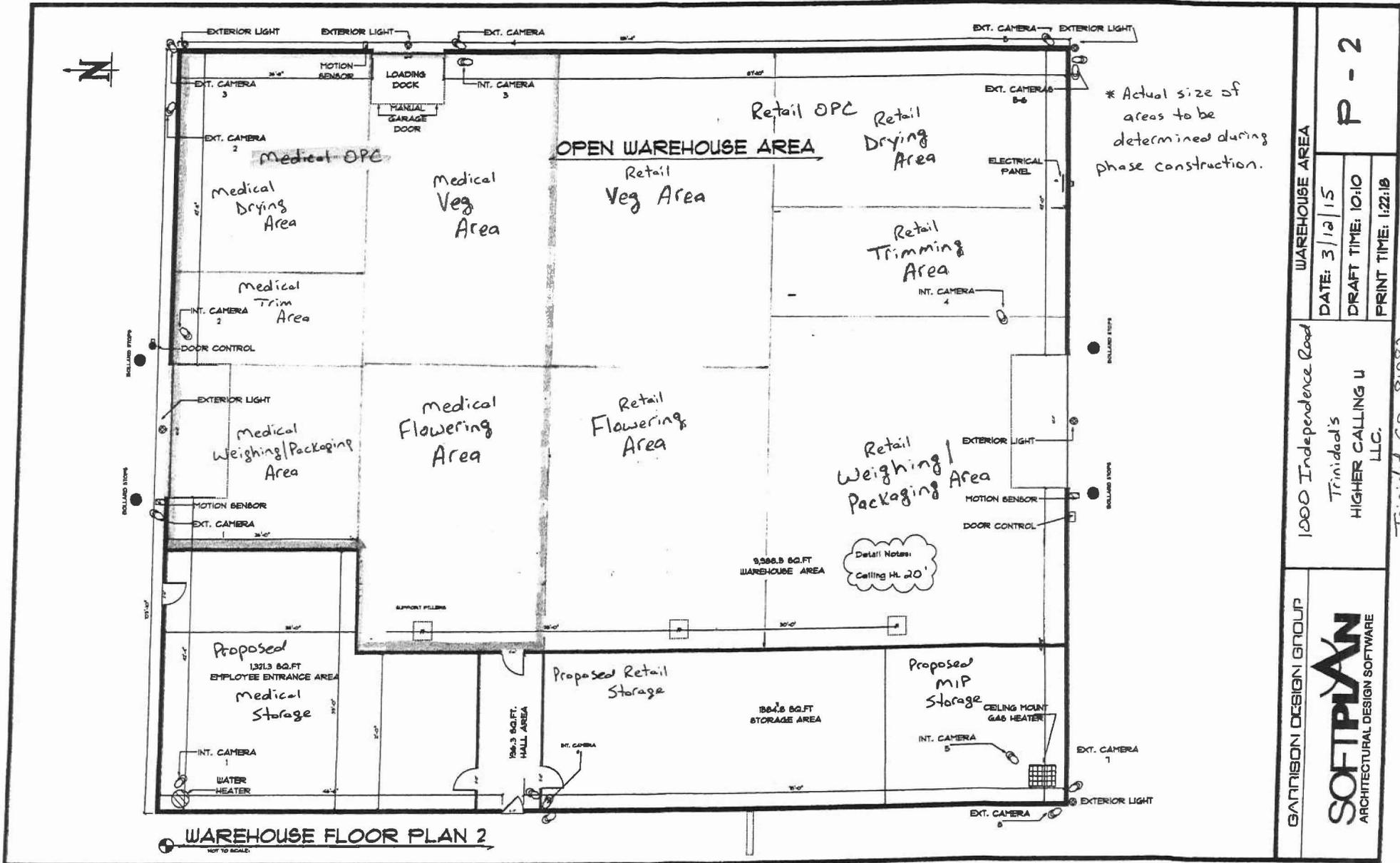
The foregoing has been examined and complies with the filing requirements of Title 12, Article or 43.4, C.R.S., as amended.

Signature	Title	Date
-----------	-------	------



1000 Independence Road
 Trinidad, CO 81082

Proposed changes



Existing licensed facility

GARRISON DESIGN GROUP	1000 Independence Road		
	Trinidad's HIGHER CALLING U LLC.		
WAREHOUSE AREA	DATE: 3/12/15	DRAFT TIME: 10:10	PRINT TIME: 1:22:18
P - 2			

ARCHITECTURAL DESIGN SOFTWARE

03/19/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Trinidad's Higher Calling U, LLC

dba:

Address: 1000 Independence Road

Type of License: Retail and Medical Marijuana – Modification of Premises

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE:

April 7, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: final fire inspection needed after
construction completed

3/19/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 16, 2015

03/19/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Trinidad's Higher Calling U, LLC

dba:

Address: 1000 Independence Road

Type of License: Retail and Medical Marijuana – Modification of Premises

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: April 7, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: have prelim drawings only no complete drawings or permit has been issued to date

3-19-15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: March 16, 2015

3/19/2015

**DEPARTMENTAL INSPECTION REPORT
MEDICAL MARIJUANA LICENSE**

Applicant's Name: Trinidad's Higher Calling U, LLC

DBA:

Business Address: 1000 Independence Road

Type of License: Retail and Medical Marijuana - Modificaiton of Premises

 Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: April 7, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

This building is under renovation/construction. An additional inspection MUST be completed by this department at the completion of the renovation/construction.

3-24-15

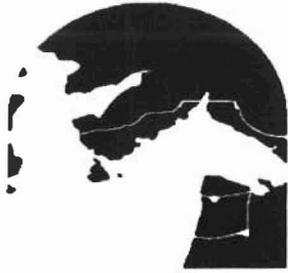
Date

Charles J. Janose

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE:

 March 16, 2015



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

6e

CITY COUNCIL MEETING: April 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Representative- Southern Colorado
 Therapeutics
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE:

SUBJECT: Modification of Premises application filed by Daryl DeMarco and Diane Irwin d/b/a Southern Colorado Therapeutics at 1505 Santa Fe Trail

RECOMMENDED CITY COUNCIL ACTION: Approval of modification is recommended

SUMMARY STATEMENT: Lawful requirement to notify and receive approval from state and local licensing authorities to modify premises

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order. The licensee seeks to modify the licensed premise as follows:

The office is to be moved to the front of the facility from the rear;
 The waiting room wall is to be extended 5'9" to make the waiting room larger;
 The bathroom is to be enlarged to 8'8" x 12'2" to comply with ADA requirements and will include a utility closet that will house the electrical panel, hot water tank and mop sink drain.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
 (719) 846-9843, ext. 135

6e

DR 8545 (08/29/14)
COLORADO DEPARTMENT OF REVENUE
 Marijuana Enforcement Division
 455 Sherman Street, Suite 390
 Denver, CO 80203

Marijuana Enforcement Division Report of Changes

Current License Number (All Answers Must Be Printed Legibly or Typewritten) 402R-00372			
1. Name of Business requesting changes or Person requesting duplicate badge Southern Colorado Therapeutics			
2. Trade Name Southern Colorado Therapeutics			
3. Business address or personal address if requesting a duplicate badge 1505 Santa Fe Trail		City Trinidad	State ZIP CO 81082
Select the Appropriate Section Below and Proceed to The Instructions on Page2. (Please refer to fee schedule on the website— www.colorado.gov/revenue/med)			
Section A—Duplicate License		Section B	
<input type="checkbox"/> Duplicate Business License	\$	<input type="checkbox"/> Change Corp. or Trade Name Permit (ea)	\$
<input type="checkbox"/> Duplicate Badge	\$	<input type="checkbox"/> Change Location Permit – Medical	\$
		<input type="checkbox"/> Change Location Permit – Retail	\$
		<input checked="" type="checkbox"/> Change, Alter or Modify Premises	
	\$	x	Total Fee \$
Oath of Applicant (For Duplicate License or Badge Only)			
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.			
Signature			Date
<small>The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.</small>		Total Amount Due	\$.00

City of Trinidad

MAR 26 2015

City Clerk's Office

Instruction Sheet

For All Sections, Complete Questions 1-3 Located on Page 1
(Please refer to fee schedule on the website—www.colorado.gov/revenue/med)

Section A

For a Duplicate Badge or Business License be sure to include the license number in the upper portion of page 1 and sign at bottom of page 1.

Section B

Check the appropriate box in section C and proceed below.

- 1) **Change Trade Name:** go to page 3 and complete question 1 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **To Modify Premise:** go to page 4 and complete question 3. Submit the necessary information and proceed to Oath of Applicant signature.
- 3) **To Change Location:** go to page 3 and complete question 2. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

1. Change Trade Name

Section C

Change of Trade Name / DBA only (Attach the following supporting documents)

1. Copy of Change of Trade Name or Amendment filed with the Colorado Secretary of State
2. Copy of new Trade Name registration

Old Trade Name

New Trade Name

2. Change of Location

A. Address of current premises

Address

City

County

ZIP

B. Address of proposed new premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

City

County

ZIP

C. New Mailing Address if Applicable.

Address

City

County

ZIP

D. Attach detailed diagram of the premises including security equipment locations and proof from local licensing authority that the change has been submitted.

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Article 43.3 or 43.4, C.R.S. , as amended. **Therefore, this application is approved.**

Local Licensing Authority (City or County)

Date Filed With Local Authority

Signature

Title

Date

3. Modification of Premises

(Note: Licensees may not modify their licensed premises until approved by state and local authorities.)

A. Describe Change proposal

The office to be moved to the front of the facility from the rear
The waiting room wall to be extended 5'9" to make waiting room larger
The bathroom to be enlarged to 8' 8" x 12' 2" to comply with ADA requirements and will include a utility closet that will house the electrical panel, hot water tank and mop sink drain.

B. If the modification is temporary, when will the proposed change:

Start (MM/DD/YY)

End (MM/DD/YY)

C. Will the proposed change result in the licensed premises now being located within 1000 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance) Yes No

D. Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises include security equipment locations.

E. Attach any existing lease that is revised due to the modification.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature

Title

President

Date

03/26/15

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Article 43.3 or 43.4, C.R.S. , as amended. **Therefore, this application is approved.**

Local Licensing Authority (City or County)

Date Filed With Local Authority

Signature

Title

Date

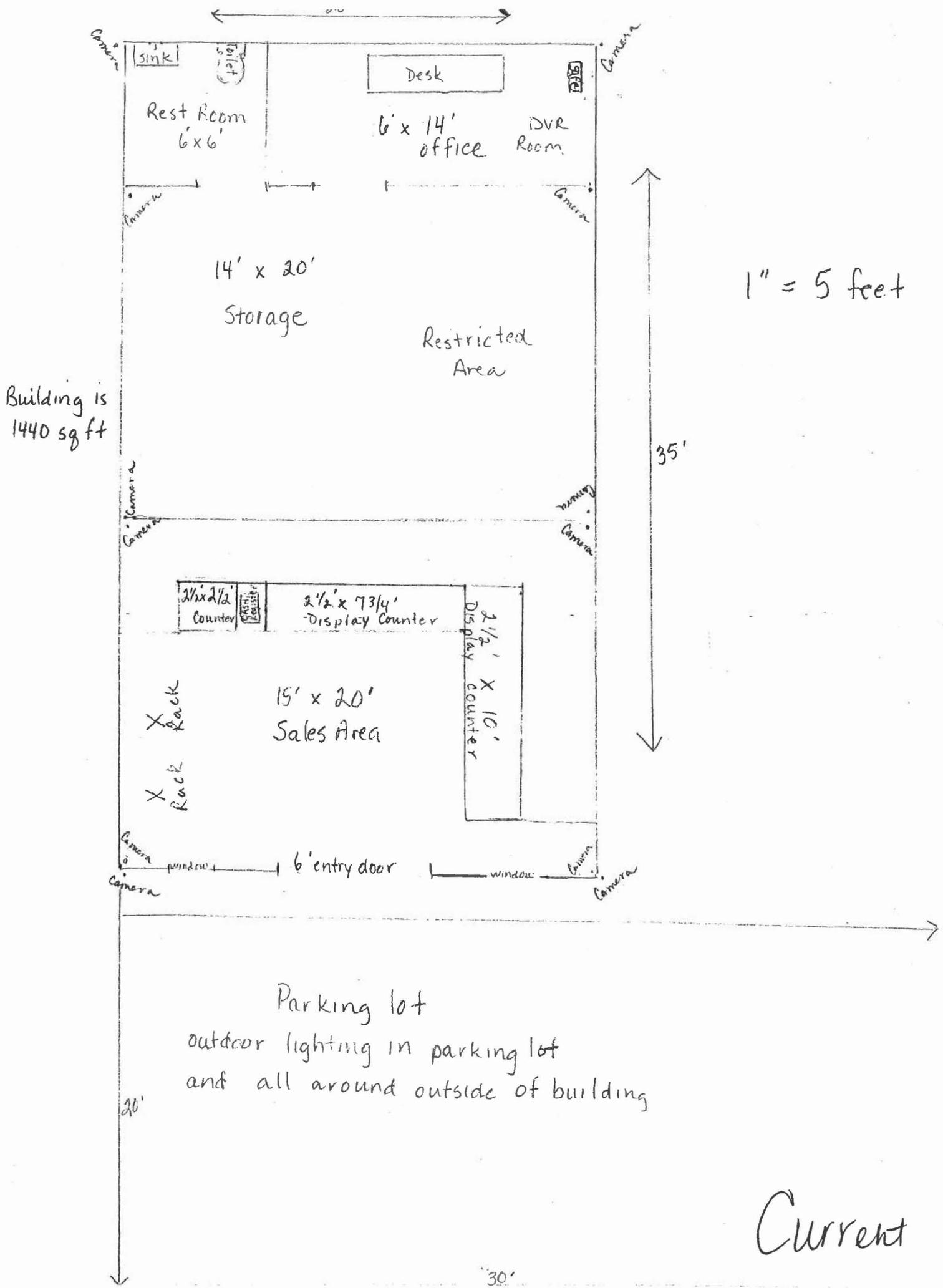
Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 12, Article or 43.4, C.R.S., as amended.

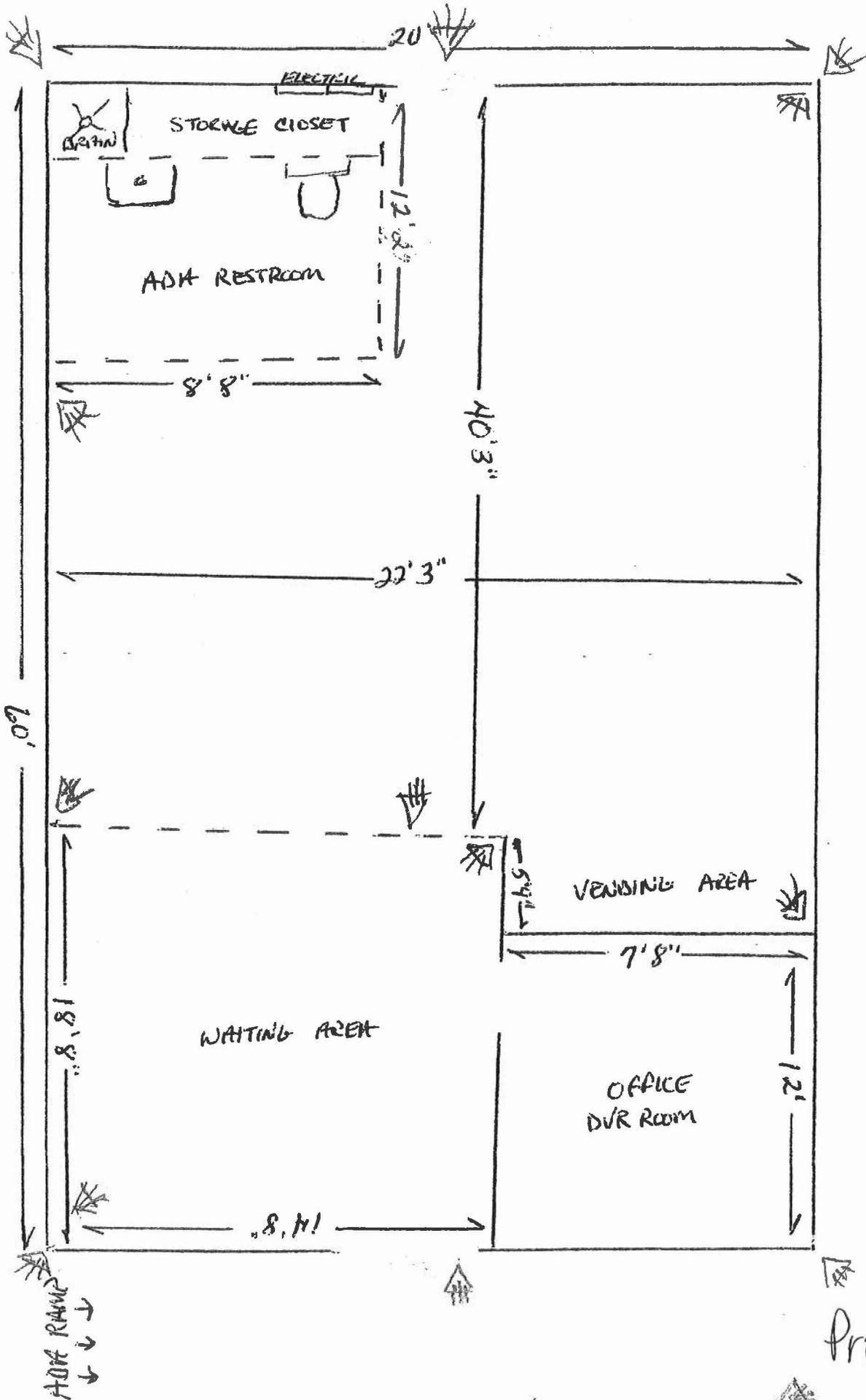
Signature

Title

Date



Current



Proposed

CAMERA

03/26/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Daryl DeMarco and Diane Irwin

dba: Southern Colorado Therapeutics

Address: 1505 Santa Fe Trail – Modification of Premises

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 7, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

will inspect after construction completed

3/27/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 2, 2015

03/26/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Daryl DeMarco and Diane Irwin

dba: Southern Colorado Therapeutics

Harrison

Address: 1505 Santa Fe Trail - Modification of Premises

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: April 7, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Approved when CO is issued

3-26-15
Date

Cheri S. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 2, 2015



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

6f

CITY COUNCIL MEETING: April 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Representative- Peaceful Herbs Ltd.
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE:

SUBJECT: Modification of Premises application filed by Peaceful Herbs Ltd. d/b/a Peaceful Herbs at 124 Santa Fe Trail

RECOMMENDED CITY COUNCIL ACTION: Approval of modification is recommended

SUMMARY STATEMENT: Lawful requirement to notify and receive approval from state and local licensing authorities to modify premises

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order. The licensee seeks to modify the licensed premise as follows:

No public restrooms were originally proposed, however they were required with ADA access. Some additional changes were required by the City. No changes were made since the certificate of occupancy was issued. Their diagram of the licensed premise must be consistent with the actual layout of the facility, thus requiring this filing.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
(719) 846-9843, ext. 135

6f

DR 8545 (08/29/14)
 COLORADO DEPARTMENT OF REVENUE
 Marijuana Enforcement Division
 455 Sherman Street, Suite 390
 Denver, CO 80203



Marijuana Enforcement Division Report of Changes

Current License Number (All Answers Must Be Printed Legibly or Typewritten) [Redacted] ^{Dr} 315115 402 R-00352			
1. Name of Business requesting changes or Person requesting duplicate badge Peaceful Herbs Ltd.			
2. Trade Name Peaceful Herbs			
3. Business address or personal address if requesting a duplicate badge 124 Santa Fe trail		City Trinidad	State ZIP CO 81082

Select the Appropriate Section Below and Proceed to The Instructions on Page2.
 (Please refer to fee schedule on the website—www.colorado.gov/revenue/med)

Section A—Duplicate License		Section B	
<input type="checkbox"/> Duplicate Business License	\$	<input type="checkbox"/> Change Corp. or Trade Name Permit (ea)	\$
<input type="checkbox"/> Duplicate Badge	\$	<input type="checkbox"/> Change Location Permit – Medical	\$
		<input type="checkbox"/> Change Location Permit – Retail	\$
		<input checked="" type="checkbox"/> Change, Alter or Modify Premises	
	\$ 120	x 1	Total Fee \$ 120.

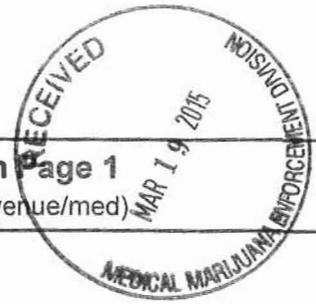
Oath of Applicant (For Duplicate License or Badge Only)

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature	Date
-----------	------

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	Total Amount Due	\$.00
---	---------------------	--------

Instruction Sheet



For All Sections, Complete Questions 1-3 Located on Page 1
(Please refer to fee schedule on the website—www.colorado.gov/revenue/med)

Section A

For a Duplicate Badge or Business License be sure to include the license number in the upper portion of page 1 and sign at bottom of page 1.

Section B

Check the appropriate box in section C and proceed below.

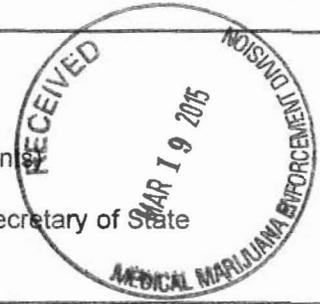
- 1) **Change Trade Name:** go to page 3 and complete question 1 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **To Modify Premise:** go to page 4 and complete question 3. Submit the necessary information and proceed to Oath of Applicant signature.
- 3) **To Change Location:** go to page 3 and complete question 2. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

1. Change Trade Name

Section C

Change of Trade Name / DBA only (Attach the following supporting documents)

- 1. Copy of Change of Trade Name or Amendment filed with the Colorado Secretary of State
- 2. Copy of new Trade Name registration



Old Trade Name	New Trade Name
----------------	----------------

2. Change of Location

A. Address of current premises

Address	City	County	ZIP
---------	------	--------	-----

B. Address of proposed new premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address	City	County	ZIP
---------	------	--------	-----

C. New Mailing Address if Applicable.

Address	City	County	ZIP
---------	------	--------	-----

D. Attach detailed diagram of the premises including security equipment locations and proof from local licensing authority that the change has been submitted.

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Article 43.3 or 43.4, C.R.S. , as amended. **Therefore, this application is approved.**

Local Licensing Authority (City or County)	Date Filed With Local Authority
--	---------------------------------

Signature	Title	Date
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N.A

3. Modification of Premises

(Note: Licensees may not modify their licensed premises until approved by state and local authorities.)

A. Describe Change proposal *We had started the state application before the city. Originally, no public restrooms were proposed but the city required ADA bathrooms. We were required to modify premise and the city inspector was aware. NO thing has changed physically or the marijuana products since we received CO*

B. If the modification is temporary, when will the proposed change: *N.A.*

Start (MM/DD/YY) End (MM/DD/YY)

C. Will the proposed change result in the licensed premises now being located within 1000 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?
(If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance) Yes No

D. Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises include security equipment locations. *N.A.*

E. Attach any existing lease that is revised due to the modification. *N.A.*

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature *[Signature]* Title *Owner* Date *3/19/15*

Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Article 43.3 or 43.4, C.R.S., as amended. **Therefore, this application is approved.**

Local Licensing Authority (City or County) Date Filed With Local Authority
Signature Title Date

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 12, Article or 43.4, C.R.S., as amended.

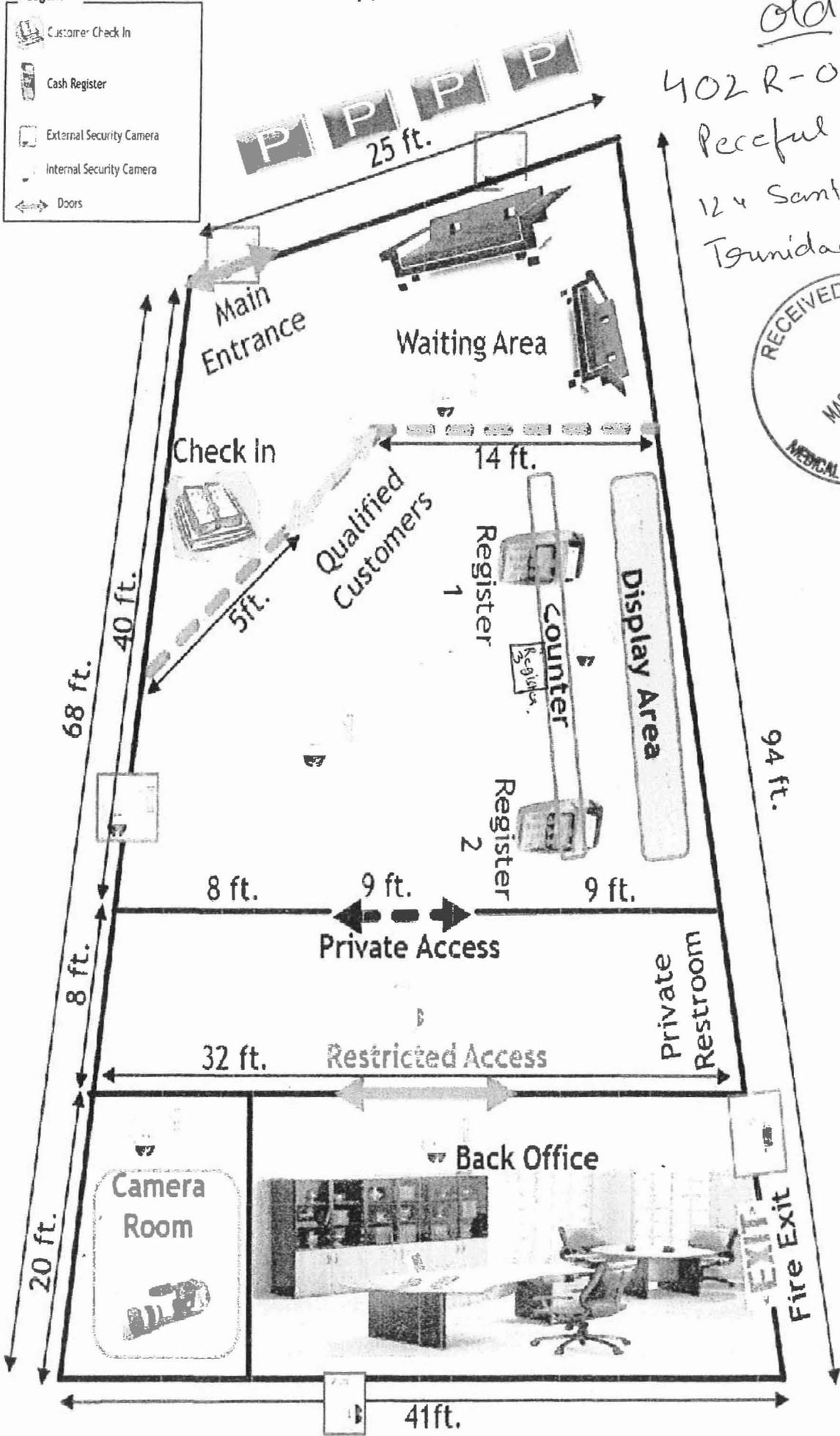
Signature Title Date



Sitemap/ Floor Plan

Legend

- Customer Check In
- Cash Register
- External Security Camera
- Internal Security Camera
- Doors



old.
 402 R-00352
 Peaceful Herbs
 124 Santa Fe Trsa
 Tzunidad CO 810



New.

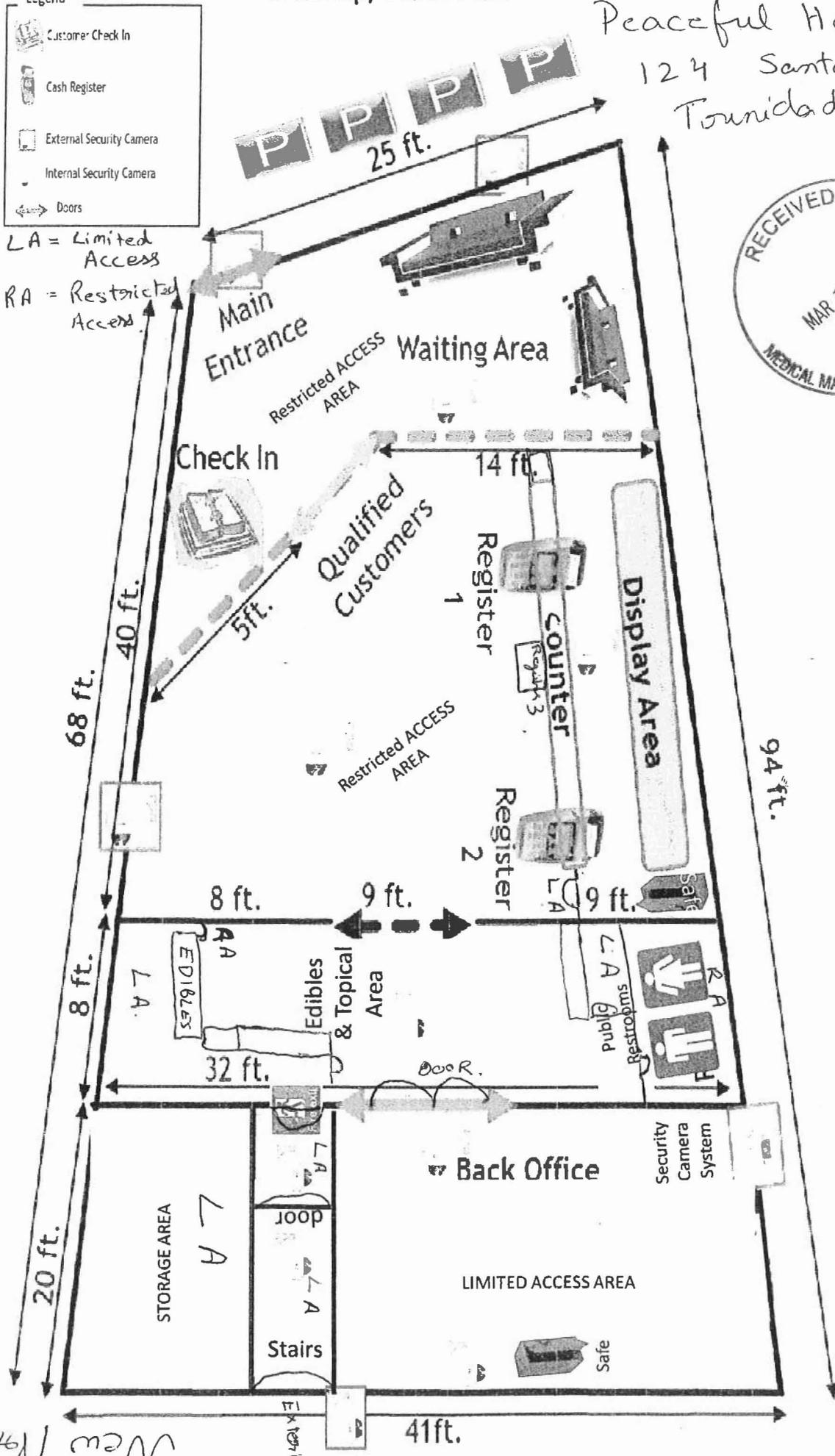
Sitemap/ Floor Plan

402R-00352
Peaceful Herbs.
124 Santa Fe tr,
Touhidad, CO 8105

Legend

- Customer Check In
- Cash Register
- External Security Camera
- Internal Security Camera
- Doors

LA = Limited Access
RA = Restricted Access



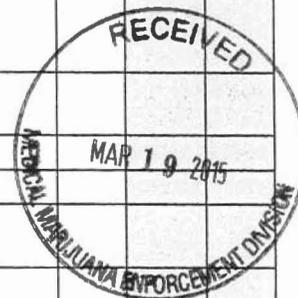
New / Proposed

Colorado Department of Revenue, Marijuana Enforcement Division - Documents Checklist
Change of Ownership (COO), Change of Location (COL), Modification of Premises (MOP), and Change of Trade Name (COTN)

Date:	3/19/2015	License No:	402R-00352
Business Name:	Peaceful Herbs LTD dba Peaceful Herbs	Associated License No.:	
Investigator:	Huskey	For an OPC, list associated MMC or MIP License No.	

Note the required documents for each transaction (✓) and check the box when the Applicant has provided them

No	Item	COO - MMC & MIP		COO - OPC		COL		MOP		COTN	
		✓	□	✓	□	✓	□	✓	□	✓	□
1	MED Change of Ownership Form - DR 8535 (available on the MED website) <i>The new owner(s) information should be indicated at the top of page 1; "License Number" on page 1 is that of the existing entity being bought or sold - a MMC, MIP or OPC; "CURRENT OWNERSHIP STRUCTURE" on page 1 refers to the ownership PRIOR to the sale; "PROPOSED OWNERSHIP STRUCTURE" on page 2 refers to the proposed new ownership AFTER the sale; The new owner(s) should sign at the bottom of page 2.</i>	✓	□								
2	Amended Business License Application - DR 8530 (available on the MED website). Provide amended pages 3 and 5 for COO, page 3 only for COL.	✓	□			✓	□				
3	Appendix A - DR 8544 (available on the MED website). For COO and COL of an OPC.			✓	□	✓	□				
4	Executed sales contract or agreement.	✓	□	✓	□						
5	Request for Voluntary Withdrawal of Application form, signed by withdrawing owners (provided by MED). The form is prepared by the investigator and signed by the applicant.	✓	□								
6	New Associated Key License Application(s), if applicable - DR 8520 (available on the MED website). Provide a copy of the applicant's driver's license or passport.	✓	□								
7	New or amended operating agreement , articles of incorporation or partnership agreement.	✓	□								
8	Amended lease showing new owners' names, or lease for a new location. The existing lease is acceptable if it was not personally guaranteed by the previous owners.	✓	□	✓	□	✓	□				
9	New or amended bond form , or acknowledgment from the bonding company that it has been notified of the COO.	✓	□								
10	Evidence that the Colorado Secretary of State has been notified of the COO and other relevant business information (e.g. articles of incorporation, agent of service).	✓	□							✓	□
11	Evidence of a local application for the sale, transfer of ownership, MOP, or COL. Provide a copy of the front page of the local application or a letter from the local authority.	✓	□	✓	□	✓	□	✓	✓		
12	New Ownership and Funding Certification form (provided by MED), signed by the new owners.	✓	□	✓	□	✓	□	✓	✓	N/A	
13	Report of Changes Form - DR 8545 (available on the MED website).					✓	□	✓	✓	✓	□
14	New floor plans , including both architectural and security diagrams, for all new facilities or premises, and any being modified.					✓	□	✓	✓		
15	Required fees.	✓	□	✓	□	✓	□	✓	✓	✓	□



Missing and Requested Items: 3/19/15 - I called local and talked to Donna regarding this. This MOP is related to the first inspection and addresses city requirements. As a result, they needed to submit for MOP w/us. The company has already received local approval so there are no surrender issues, this is just what was needed to bring the floor plans in line w/city requirements. OK to

Revised 1/14/14 719-846-9843

LICENSE NO.
2014-003



\$2,500.00
LICENSE FEE

402R-00352

STATE OF COLORADO

CITY OF TRINIDAD

RETAIL MARIJUANA LICENSE

FOR RETAIL MARIJUANA STORE
SPECIFY: RETAIL MARIJUANA STORE, RETAIL MARIJUANA CULTIVATION FACILITY, RETAIL PRODUCT
MANUFACTURING FACILITY, RETAIL MARIJUANA TESTING FACILITY

This is to Certify, THAT PEACEFUL HERBS LTD, LLC
OF THE STATE OF COLORADO, HAVING APPLIED FOR A LICENSE TO OPERATE THE
MEDICAL MARIJUANA LICENSE TYPE LISTED ABOVE, AND HAVING PAID TO THE CITY
THE SUM OF TWO-THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) THEREFOR, THE
ABOVE APPLICANT IS HEREBY LICENSED TO OPERATE A MEDICAL MARIJUANA BUSINESS

AT 124 SANTA FE TRAIL
IN THE CITY OF TRINIDAD, COLORADO, FOR A PERIOD

BEGINNING ON

THE 22ND DAY OF DECEMBER, 2014, AND

ENDING ON

THE 27TH DAY OF OCTOBER, 2015

UNLESS THIS LICENSE IS REVOKED SOONER AS PROVIDED BY LAW.
THIS LICENSE IS ISSUED SUBJECT TO THE LAWS OF THE STATE OF COLORADO AND THE
ORDINANCES OF THE CITY OF TRINIDAD, INSOFAR AS THE SAME MAY BE APPLICABLE.

IN TESTIMONY WHEREOF, THE CITY COUNCIL HAS HEREUNTO SUBSCRIBED ITS NAME
BY ITS OFFICERS DULY AUTHORIZED THIS 22ND DAY OF DECEMBER, 2014.

ATTEST:

THE CITY COUNCIL OF THE CITY OF
TRINIDAD, COLORADO

Quara Garrett CLERK

Joseph A. Reorda MAYOR

Bruce APPLICANT

TO BE POSTED IN A CONSPICUOUS PLACE. NON-TRANSFERABLE.

03/26/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Peaceful Herbs, Ltd.

dba: Peaceful Herbs

Address: 124 Santa Fe Trail – Modification of Premises

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 7, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection on file

3/27/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 2, 2015

update employee list

03/26/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Peaceful Herbs, Ltd.

dba: Peaceful Herbs

Address: 124 Santa Fe Trail – Modification of Premises

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 7, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Approved when CO is issued

3-26-15
Date

Chris S. Kelly
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 2, 2015



COUNCIL COMMUNICATION

69

CITY COUNCIL MEETING: April 7, 2015
PREPARED BY: Linda Vigil
PRESENTER: Mike Valentine, PW/Utilities Dir.
DEPT. HEAD SIGNATURE: *[Signature]*
CITY MANAGER SIGNATURE: *J.K.E. by ag*

SUBJECT: Consideration of renewing lease agreement with Hill Ranch and the City of Trinidad for the purposes of irrigation, grazing and the use of the undivided one-half interest of the city's portion of Davis Martinez Ditch Water Right.

RECOMMENDED CITY COUNCIL ACTION: Approval of the lease agreement

SUMMARY STATEMENT: Renew the amended lease agreement, which includes the use of the undivided one-half interest of the city's portion of Davis Martinez Ditch water right.

EXPENDITURE REQUIRED: Yes, legal fees incurred as a result of the amended agreement

SOURCE OF FUNDS: Water funds appropriated and identified under legal services.

POLICY ISSUE: N/A

ALTERNATIVE: Do not renew the lease agreement and the city could risk losing the consumptive use of the high priority ditch water right.

BACKGROUND INFORMATION:

Mr. Hill owns the property surrounding the city leased property and he owns the other undivided one-half interest in the Davis Martinez Ditch water right. The amended lease is for a period of five years in the amount of \$750.00 per year. Mr. Hill has leased the property from the City of Trinidad since June 24, 2003.

CONTACT FOR INFORMATION:

Mike Valentine, Public Works/Utilities Director
(719) 846-9843, ext. 122

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day of April, 2015, by and between the CITY OF TRINIDAD, COLORADO, a municipal corporation (hereinafter called the "City"), first party, as Lessor, located in the County of Las Animas, State of Colorado, and Mr. B. F. Hill d/b/a Hill Ranch (hereinafter called the "Lessee"), second party, as Lessee.

WITNESSETH:

THAT, WHEREAS, the City is the owner of the following described lands, located in the County of Las Animas and State of Colorado ("Premises") to-wit:

That portion of Lots 3 and 8 in Section 32, Lots 1 and 8 in Section 31, Township 33 South, Range 66 West of the 6th P.M., lying south of railroad tracks, EXCEPT that part deeded to the Colorado and Wyoming Railway Co., by deed recorded in Book 111 Page 229; also except that part deeded to Juan J. Torres by deed recorded in Book 121 page 208, Las Animas County, Colorado, records. Attached hereto and incorporated herein as **Exhibit "A"**, Premises.

WHEREAS, the City owns an undivided one-half interest in the Davis and Martinez Ditch water right, which was decreed for 2.3 c.f.s. with an appropriation date of January 15, 1865 ("Water Right"); and

WHEREAS, the Water Right has been historically used to irrigate the Premises; and

WHEREAS, the City desires to lease said Premises and Water Right for irrigation and grazing purposes subject to the terms, provisions, covenants, and agreements hereof; and

NOW, THEREFORE, for and in consideration of the lease payments specified below, the City does hereby lease, let and demise unto the Lessee, for irrigation and grazing purposes and subject to the limitations hereinafter set forth, the Premises and Water Right. The parties covenant and agree to the following conditions:

1. Consideration:

As consideration for the lease of the above described property by the City to the Lessee, the Lessee agrees to pay to the City \$750.00 per year to be paid upon execution of this Agreement. Each subsequent payment shall be made on March 1st of the years 2016, 2017, 2018 and 2019.

2. Lessee Control of Facilities:

The City hereby agrees that the Lessee, by furnishing the consideration herein provided and performing the covenants and agreements hereunder, shall have the peaceful possession and quiet enjoyment of the Premises and Water Right, except as limited in the provisions herein, for and during the term hereby granted, including any extension of the lease term.

3. Assignment of Lease:

The Lessee shall not assign this Lease nor let or underlet the whole or any part of said premises without the written consent of the City, and the Lessee will not occupy or use said premises

for any unlawful purposes, and will not construct any buildings thereon.

4. Lease Term:

The term of this Lease shall be for a period of five (5) years commencing from the date of the execution of this Agreement. After the five year period has elapsed, the agreement shall automatically renew for succeeding one year periods until it shall be terminated in accordance with Section 10 of this Agreement. Any renewal of this Lease as set forth above shall be subject to the terms and conditions set forth in this Lease, unless modified by mutual agreement to the parties.

5. Property Condition:

The Lessee accepts the Premises and Water Right including all appurtenances which are part thereof in their existing state and in condition without warranty, expressed or implied, of their present condition; and the City shall be under no obligation to install, place, repair, or improve the same or to perform any duty. The Lessee shall be solely responsible for all costs associated with the repair and maintenance of the fence on the Premises. Lessee further agrees to install at his sole expense and in a manner satisfactory to the City such other appurtenances as may be beneficial to him for his use of the Premises which may include but are not limited to access improvements, water crossings, clearing of vegetation, etc.

6. Irrigation:

The parties agree that the Lessee shall be required to use the Water Right to irrigate the historically irrigated acreage on the Premises and any additional acreage that can be irrigated on the Premises under the Davis & Martinez Ditch during the term of this lease and any extension thereof. It is further agreed that such irrigation shall be solely the responsibility of the Lessee, and the City shall not be held liable for any crop loss or destruction on the Premises. The City agrees to coordinate with Lessee to perform maintenance activities at the headgate of the Davis & Martinez Ditch.

7. Cattle Grazing:

The parties agree that the Lessee shall be permitted to graze his cattle upon the Premises for the term of this lease and any extension thereof. It is further agreed that the care and control of said cattle shall be solely the responsibility of the Lessee, and the City shall not be held liable for illness, injury, death or disappearance of any of the Lessee's cattle.

8. Hunting:

The parties agree that hunting shall not be permitted on the Premises during the term of the lease or any extension thereof, except by mutual consent of both the City and the Lessee.

9. Owner Right of Inspection:

The duly authorized agents and representatives of the City shall have the right to enter upon the Premises at any time for the purpose of inspecting any portion of the Premises, the Water Right or any improvements, structure, facility, and attraction on the Premises or associated with the Water Right.

10. Compliance with Applicable Laws.

The Lessee shall at all times fully comply with all applicable laws, statutes, rules and regulations of the United States, the State of Colorado and Las Animas County in its operation of the Premises and the Water Right, and shall not permit or suffer any disorderly conduct, excessive noise or nuisance whatever about said Premises.

11. Termination:

Upon the termination of this lease agreement or any extension thereof, or upon its forfeiture and termination, the Premises and Water Right shall vest in and remain the property of the City. The City reserves the right to terminate the lease upon 30 days notice or upon the breach of any of the terms and conditions of this lease by providing written notice to the Lessee as set forth in Paragraph 12 of this lease. Termination by the City shall be subject to the procedures set for in C.R.S. 13-40-101 et. seq. Upon the termination of this lease, the Lessee shall surrender said Premises and Water Right to the City; and if not in default hereunder, may remove from said Premises all property belonging to the Lessee and, in case of failure to do so after such termination, said property shall become the property of the City.

12. City Indemnification and Taxes:

The Lessee shall not do or allow to be done upon said Premises and Water Right, anything forbidden by law, and agrees to indemnify, protect and save harmless the City against all claims and indebtedness of every nature in any way connected with the operation of the Premises and Water Right and shall defend as its own expense, and any all suits that shall be instituted against the City because of, or occasioned by the maintenance or operation of said Premises and Water Right by the Lessee; and shall pay off and satisfy any and all judgments that may be obtained by reasons thereof. If the Premises and Water Right is, by operation of law, deemed to be taxable property, the Lessee shall be responsible for payment of such taxes, ad valorem or otherwise, in addition to the lease payments.

13. Official Notification:

All notices expressly required or permitted to be given by either party hereto to the other shall be reduced to writing and either mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered, addressed as follows:

If to the City:

City Clerk
City of Trinidad
P.O.Box 880
135 North Animas Street Trinidad, CO 81082

If to the Lessee:

Hill Ranch
Mr. B.F. Hill
3794-C Hwy. 67 West
Glen Rose, Texas 76043

