CITY OF TRINIDAD
TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad, Colorado, will be held on Tuesday, July 7, 2015 at 7:00 P.M. in City Council Chambers at City Hall

The following items are on file for consideration of Council:

1) **ROLL CALL**

2) **APPROVAL OF MINUTES,** Regular Meeting of June 16, 2015 & Special Meeting of June 23, 2015

3) **PUBLIC HEARING**

   a) Rescheduling of public hearing for a New Retail Marijuana Product Manufacturing Facility license application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street

   b) New Medical Marijuana-Optional Premise Cultivation Operation license application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street

   c) New Retail Marijuana Product Manufacturing Facility license application filed by The Grow Foundry, Inc. d/b/a CODA Signature at 1105 Constitution Drive

   d) New Medical Marijuana Infused-Products Manufacturer license application filed by The Grow Foundry, Inc. d/b/a CODA Signature at 1105 Constitution Drive

Members of the public may comment on matters within the jurisdiction of the City but not on the agenda. The Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda.

4) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**

5) **UNFINISHED BUSINESS**

   a) Retail liquor store license renewal request by Trinidad Beer, Liquor & Wine Depot, LLC d/b/a Trinidad Beer, Liquor & Wine Depot at 111 E. Kansas Avenue

   b) Motion to set a public hearing for consideration of a New Retail Marijuana Store license application filed by Colorado Cannabis Associates, LLC d/b/a The Spot at 453 N. Commercial Street

6) **MISCELLANEOUS BUSINESS**

   a) Retail liquor store license renewal request by Robinson Liquor, LLC d/b/a Arizona Liquor Store at 847 Arizona Avenue

   b) Expansion of retail marijuana cultivation square footage application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street

   c) Special events permit request (malt, vinous, spirituous) by Trinidad Community Foundation at 206 N. Animas Street for September 12, 2015 – ArtoCade Cardango

   d) Hotel and restaurant liquor license renewal request by El Capulin, Inc. d/b/a Tequila's Family Mexican Restaurant at 9900 Santa Fe Trail Drive

   e) Hotel and restaurant liquor license renewal request by Wonderful House Trinidad, Inc. d/b/a Wonderful House Trinidad at 415 University Street

   f) Medical Marijuana Center, Optional Premise Cultivation Operation and Infused-Products Manufacturing license renewal application filed by T. P. Main Street, LLC at 821 E. Main Street

   g) Appointment to the Housing Authority Board

6) **MISCELLANEOUS BUSINESS (Cont.)**

h) Appointment to the Library Advisory Board

i) Resolution determining that an election is required to elect the Mayor and three Council Members and that such election should be held as a coordinated election

j) Renewal of Intergovernmental Agreement with Las Animas County for the conduct of the November 3, 2015 Regular Election as a Coordinated Election

k) Consideration of Mutual Aid Agreement between the City and Raton, New Mexico, for fire protection

l) First reading of an ordinance vacating a strip of land 50 feet wide and 140 feet long between Lot 12, Block 11 and Lot 1, Block 14, Bellavista Addition, and setting a hearing date for consideration of said ordinance

m) Resolution approving a grant contract between the City of Trinidad and the Colorado Department of Local Affairs for the Five Points Roundabout design and giving City Manager Gabriel Engeland full signatory authority in regard to all contracts and corresponding documents associated therewith

7) **COUNCIL REPORTS**

8) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**

9) **BILLS**

10) **PAYROLL**, June 20, 2015through July 3, 2015

11) **ADJOURNMENT**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Audra Garrett, City Clerk, 135 N. Animas Street, Phone (719) 846-9843, or FAX (719) 846-4140. At least a 48 hour advance notice prior to the scheduled meeting would be appreciated so that arrangements can be made to locate the requested auxiliary aid(s).

June 16, 2015

CITY OF TRINIDAD
TRINIDAD, COLORADO

The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, June 16, 2015, at 7:00 p.m. in City Council Chambers at City Hall.

There were present:	Mayor	Reorda, presiding
	Councilmembers	Bolton, Bonato, Mattie, Miles, Torres
Also present:	City Manager	Engeland
	City Attorney	Downs
	Asst. City Clerk	Marquez
Absent:	Councilmember	Fletcher

The pledge of allegiance was recited.

APPROVAL OF THE MINUTES. Regular Meeting of June 2, 2015. A motion to approve the minutes as submitted was made by Councilmember Bolton and seconded by Councilmember Torres. The motion carried unanimously.

PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN. Thomas Murphy addressed Council. He recalled Council discussing at length last year about changing the public comment time from three minutes to five minutes. He suggested they consider it again because three minutes is not enough time. Secondly, he told Council that two members of the Tourism Board expressed at their last meeting that they felt that Council exceeded their bounds and don't have the right to cancel the marketing contract. Third, he told Council that a couple of months ago he asked Council questions about ARPA. He re-asked the questions to City Manager Engeland: 1) what was the original projected cost; 2) what was the original completion date; 3) what is the current debt? He explained that ARPA's CORA response doesn't jive with what was written about and spoken about for many years. He said it will be important come November. He asked for the answers to be given in public. After brief discussion, Council agreed to allow people to address Council for five minutes.

PUBLIC HEARING. New retail marijuana store application filed by Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road; New retail marijuana cultivation facility application filed by Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road; New medical marijuana center application filed by Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road; and New medical marijuana optional premise Cultivation operation application filed by Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road. Mayor Reorda opened the hearing. David Snow was sworn in. He testified that he was the applicant and sole member and president of Freedom Road Garden LTD. The application is for 2600 Freedom Road, Trinidad, Colorado. Upon agreement with no objections, the hearings were combined and the request for the four license types were heard together. Mr. Snow confirmed that he was seeking a Retail Marijuana Store license, Retail Marijuana Cultivation Facility license, a Medical Marijuana Center license and a Medical Marijuana Optional Premise Cultivation Operation license. The zoning is Industrial and is within the marijuana overlay district. He said he understands it is in the Industrial Park. Mr. Snow testified that he is the only principal in the corporation. The trade name of the business is Freedom Road. Any changes would require notification and an appearance before Council. All applications were filed under Freedom Road Garden LTD and Mr. Snow submitted the license applications. The corporate address is 19435 Broken Fence Way, Monument, Colorado. It is Mr. Snow's home office address until the business gets established then it will be changed to the Trinidad address. There are currently two existing buildings on the site, a 3,000 square foot metal building and an 800 square foot brick building that are in disrepair. He said he is not planning on doing anything with them except for future growth. He plans to build a new 7,800 square foot metal building. The Planning Commission is aware of the plan. When asked what is unique about his business plan, Mr. Snow stated that he is unaware of the business model of others. He said this is a business and well thought out venture that he has invested money and time into. His model is the sale of retail marijuana and a dispensary in Trinidad. The grow is scaled to be larger than what can be used in his Trinidad location so he thinks he will wholesale. He noted that he's not sure about the rules with respect to wholesaling medical marijuana, he thinks only retail is able to be wholesaled. City Attorney Downs pointed out that he will be presumed knowledgeable of the state statutes, ordinances, etc. Mr. Snow stated that he has signed an affidavit to that effect and is learning the process and has been immersed in this since December of last year. He said he's attended conferences and conventions and has visited with the MED, and is getting up to speed. Additionally he relies on consultants and lawyers. While he is alone in the business he will seek professional help with compliance with the laws. It is a deep set of rules and you can't step out of line one inch and expect to stay in business. Mr. Snow testified that he is the sole financial contributor to the business. A real estate entity bought the land and will build to suit. He will pay rent to them. The licenses and operations are all his responsibility. He understood his requirement to disclose any financial interest. He said that the only financial interest the landlord has is collecting rent from him. Mr. Snow further testified that Erin Phillips was named as a 5% stockholder initially but is no longer a stakeholder at all. She was one of the principals in a company by the name of Strain Wise, which is a publicly traded company out of Denver with multiple retail and grow locations. She was retained as a consultant to help through the licensing process and was paid $2,000 as a consultant fee and was to have a 5% ownership in the business. He said he thought it was a good deal and wanted a consultant throughout. The MED called him about two weeks ago to advise him that Strain Wise was being investigated by the MED. He said he was required to withdraw his application at his expense and reapply. He was told by MED that he was the ideal candidate to hold a license. He surmised that he picked the wrong consultant. There was no way for him to have kept the application in place and extricate Erin Phillips. He pointed to the letter he provided to the City stating her removal from having any ownership interest. The bylaws of the Limited Liability Company have been modified also. The MED is satisfied. Upon inquiry about the landlord Aches K Pains, Mr. Snow explained that it is a person who used to play professional football. He and his wife purchased the property. He explained that in April, 2015, he had a conditional lease with these investors. He learned that he couldn't have a conditional lease, it had to be a direct lease with the land owners. So, David and Karen

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Aherns bought the property. It puts them at some risk with him not having a license. He has a five-year lease with multiple renewals and options. Mr. Snow upon inquiry testified that he doesn't have a bank account yet, but hopes to get one in Trinidad. He said he's heard there might be one or two. It is a problem because of federal laws with the industry. He has a new consultant and they have several bank relations with Denver banks. Mr. Snow testified that he reviewed and read his application and represented that all representations therein are true and correct. He acknowledged his obligation to report and receive approval for any change in corporate or financial structure and to make a full and fair disclosure of the same. Mr. Snow said he could look at the package in front of City Council and see his whole life there. He has nothing to hide. He acknowledged his on-going obligation to comply with all City officials. He told Council that he may live in Monument, but plans on being a part of the Trinidad community. He expects to get all permits and inspections. Mr. Snow stated that he is a construction manager by profession. He confirmed the understanding that he must have the state and local licenses before he can possess any marijuana, other than that allowed to an individual under Amendment 64. City Attorney Downs told Mr. Snow that in times of water austerity he as a cultivator/wholesaler can have his water shut off. Mr. Snow said he was unaware of that but said that he knows water rights are transferable and he hoped there would be a way to mitigate that. He added that he would acquiesce to the laws. He also acknowledged that the marijuana industry could be undone by the federal government. Mayor Reorda asked if he will grow to transport. Mr. Snow answered that he would be allowed to wholesale. He pointed out that there is tracking for everything from clone to sale through the MED tracking system. Councilmember Bonato asked if going through this process the Planning Commission approved his site plan. Mr. Snow said he provided a sketch. Understanding construction documents, the sketch represented the plans. The actual construction plans will be processed through the building inspector. Councilmember Bonato asked if the site plan is not complete how Council will know what will be done. The building type could change. Mr. Snow answered that normally what happens is a preliminary site plan is binding but it is a concept drawing. The drainage, structures, setbacks, existing utilities and other encumbrances, ADA, etc. are taken into account once it is engineered. Those can vary by jurisdiction. The next order of business is to spend time with the building department and architects to refine the plan that has been presented. He emphasized that he would be refining, not changing. This is a representative shot of what they are going to do. Councilmember Miles said she understands there are some specific marijuana requirements that the Chief Building Officials doesn't know anything about. She asked if those plans have to be submitted to the MED. Mr. Snow answered that the state has the same preliminary floor plan with cameras, exits, designation of rooms, square footage, and outdoor lighting that has been submitted in his license application to Trinidad. They also have the site plan. Councilmember Miles asked if the marijuana specific things are being bond to in this application, such as security. Mr. Snow said it is minimal in his mind. The camera placement, for example, was given to him by a consultant. They did the layout. He said that he's certain more cameras will be added and what is shown is a minimum. Regarding timing, Mr. Snow said the City was going to be his last hurdle. He now has to go back through the MED. An intake meeting with MED should take place at the end of June or beginning of July. He said he's had a lot of conversations with the MED and there is a minimum of 45 days before they can issue the recreational license statutorily. He said he expects that on July 2nd he will have his license. The build out will be dependent on the amount of risk the landlord is willing to take. The plans need to be turned into engineered drawings. He estimated that to take five weeks and he expect six weeks to get the first comments on the plans/permits from the City. They will be working on the brick parking lot right now, fixing some big holes, etc. He estimated four to five months for construction, depending on the site work. It pushes him to February or March, 2016. Councilmember Miles commented that there may be standards for timing of construction at some time. Mr. Snow stated that he didn't want to paint an incorrect picture. Councilmember Miles clarified that her comment was not germane to his license. Councilmember Miles asked if he will live in Monument and inferred her curiosity about his day job commitments with respect to its affect on this business. Mr. Snow said he hopes this business takes off. He said he has been a construction manager for 40 years, and is building a lot of restaurants now as a consultant. He takes on work as he sees fit. As this project comes on line he said he will quit loading projects into his timeline, except enough to keep his bills paid. The goal is to transition from a construction manager o marijuana business manager. He plans on spending a good deal of time here and hiring 12 local people and some seasonals for trimming. He hopes the business takes off and he can expand onto the nine acres. Mr. Snow said he will be the general manager initially. It can't be left to someone else. Someday that could change if he can find the right person. He added that he intends to hire quality people. There will be management for the grow and for the accounting. Management of the business will be him for now. To Councilmember Mattie's question as to why he chose Trinidad out of everywhere he could go, Mr. Snow said it was based on cost and because Trinidad had a marijuana overlay district. He reiterated that he is in the construction business and has found local government not always friendly to development. So far dealing with the City has been good and people are kind. They've reached out to help solve problems. Regarding cost, he said they were able to get nine acres on I-25 for under $300,000. In Denver that property would have cost $10 million on a similar set up. There's a lot of pressure with people coming into the business. He surmised the lower he keeps the overhead the better. Councilmember Mattie pointed out that the City has a declining economy and population now at 8,400. There are five active marijuana distribution points and many in development. Some public sentiment is that we've become saturated. He asked how he will distinguish his business. Mr. Snow answered that it will be quality. He will have a new building with nice architecture. About it being a shrinking town he said he hopes the marijuana industry among others will create synergy that will lead to other business types opening. He added that he believes in capitalism and thinks this is a great step for Trinidad and that so long as it is not hurting the community it will help it grow. Councilmember Miles asked what he thought would be the bulk of his business. Mr. Snow said from I-25 it is a little hard to get to his business so wholesaling would probably be, although people up north have told him that the sales will surprise him in Trinidad. Mayor Reorda called for comments against the application. There being none, the hearing was closed. Councilmember Miles moved to approve the four licenses and Councilmember Mattie seconded the motion. Upon roll call vote the motion carried with all Councilmembers voting aye except Councilmember Bonato who cast a dissenting vote. Mayor Reorda issued the following findings:

This matter came on for hearing on the application of Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road, in Trinidad, Colorado, for a Retail Marijuana Store, Retail Marijuana Cultivation Facility, Medical Marijuana Center and Medical Marijuana Optional Premise Cultivation Operation, before the City Council of the City of Trinidad, Colorado, acting in its capacity as the local licensing authority on June 16, 2015, in City Council Chambers in City Hall. The City Council having reviewed the application and supporting documents, reports of the City Clerk and other City staff, evidence at the hearing and testimony taken during the hearing, makes the following **FINDINGS:**

1. The applications are complete and signed by the applicant, and the applicant has paid the appropriate application and license fees.

2. The applications appear to be in substantial compliance with all of the requirements of Article 11, of Chapter 14 of the Trinidad Municipal Code. The applicant has testified to their willingness to comply with any and all areas of said

Article whereby compliance at this time cannot be fully attained or substantiated.

3. According to the testimony of the applicant, the applications do not contain any material misrepresentations.

4. The proposed marijuana businesses comply with applicable zoning regulations. The City Council hereby finds that based upon the testimony of the applicant, the building in which the proposed marijuana businesses will be located will conform to the Trinidad City Codes, including the zoning code and all International Codes adopted by the City.

5. David Snow testified in favor of granting the licenses. No other persons testified in favor of or in opposition to the granting of the licenses.

6. The applicant through the facts and evidence adduced as a result of the City's investigation and testimony provided, made a prima facie showing that the applicant owner is of good moral character and any employees of this entity will likewise be of good moral character.

7. The City Clerk's report showed that there are currently 23 medical and retail marijuana licenses overall approved within the City of Trinidad, with eight ownerships, at nine addresses.

8. Based on the evidence presented at the hearing and the investigative materials provided for the hearing, the City Council finds that the location of the businesses is appropriate, and that the applicant is of satisfactory moral character and there is a willingness by the applicant to fully cooperate with the officials of the City in the operation of this business.

THEREFORE, the City Council of the City of Trinidad, Colorado, as the local marijuana licensing authority, hereby approves and grants a Retail Marijuana Store, Retail Marijuana Cultivation Facility, Medical Marijuana Center and Medical Marijuana Optional Premise Cultivation Operation at 2600 Freedom Road in Trinidad, Colorado. The issuance of said license shall be withheld until a certificate of occupancy is issued by the Chief Building Official and upon his absolute confirmation of compliance with all codes adopted by the City of Trinidad. The licensee is not permitted to possess product in advance of the license being issued.

New retail marijuana store application filed by Colorado Cannabis Associates d/b/a The Spot at 453 N. Commercial Street. Mayor Reorda opened the hearing and Robert Lucero and his attorney Mark Scarr were sworn in. City Attorney Downs told Council that this matter came before them previously and they know the outcome. He advised that they are to consider this matter anew as Robert Lucero has reapplied. Although inconsistent statements can be used to impeach credibility, he asked Council to have what they hear this evening be the basis for their decision. Mr. Lucero to City Attorney Downs' questioning testified that he is the representative for Colorado Cannabis Associates, Inc. doing business as The Spot at 453 N. Commercial Street. He is the 100% owner of the corporation. Mr. Lucero stated he owns another marijuana license in Pueblo, Colorado. The building locally was known as the Riverside. The building is owned by him individually and is rented to Colorado Cannabis Associates, Inc. He currently holds a state license for this location. He testified to questioning that he thinks he has a unique business plan in that he is one of the only dispensary that has an attorney on staff and a compliance manager. Their employees review a standard operating procedures before anyone is hired. They need their badge and proper training. There is also a manager that is overseeing the operation. It is a highly regulated industry and compliance is his number one goal. Mark Scarr has represented him with respect to his Pueblo facility. He works in the facility and is proficient in retail and medical marijuana laws. The address is within the marijuana zoning, in the historic preservation zone district. Mr. Lucero said he expects to start out with seven or eight local employees. The manager will be brought in to train. He identified Terry Sanchez to be the manager, a local person, who has a corporate background. He stated he understands compliance. Mr. Lucero confirmed he is only applying for one license type, a retail marijuana store. His facility in Pueblo will produce 300 to 350 pounds per month and he will wholesale it from there to this facility. The business is financed completely by him; there are no other contributors. He testified he understands his obligation to report financial contributors and other principals or profit sharing and that they have to submit to background checks. City Attorney Downs pointed to two entries in Mr. Lucero's background. One was a 1998 cruelty to animals charge and Mr. Lucero had provided quite a bit of information regarding the same. Mr. Lucero explained that he wasn't thinking it was a cruelty to animal charge, rather a fireworks violation. He was with his son and brother-in-law and pointed to the police report. They lit some black cats or firecrackers at the end of his driveway. The police showed up and gave him a cruelty to animals ticket. They said they were throwing them at the neighbors' horses or shooting bottle rockets. He said he lived in acreage. The neighbors were three houses down and at least 200 yards away. He had had some problems with those neighbors. They were renters or the property and had stolen his dog prior to this incident. He never contacted him. The police just showed up. Mr. Scarr added that if he had reviewed the discovery he would have not recommended Mr. Lucero plead guilty even to a deferred sentence, which this was. In order to be guilty of cruelty to animals you have to knowingly, recklessly or with criminal negligence torture or torment an animal. He suggested maybe Mr. Lucero's attorney thought a deferred was the cheapest way out. Mr. Lucero said at the time he had not money. His attorney told him what was being offered and that it goes away in six months. Financially he wasn't capable of doing anything else. Mr. Scarr added that the prosecutor didn't have the necessary elements to rise to that level and they wouldn't have been able to prove the case. He completed the deferred judgment and the case was dismissed. Regarding the 2013 false imprisonment charge, Mr. Lucero explained that he and his girlfriend went to the Pueblo professional bull riding event at the state fairgrounds. She got intoxicated. Her friends left and he said he called and asked them to come get her because she was drunk. She was living in Colorado Springs. They drove her back home and he got a text that she was safe in bed and two or three hours later someone kicked in his door. He had been sleeping. She wanted the keys to drive home and he said no. He said he put a video recorder on so he would have it to show her because of past incidents. She was fighting with him and wanted to drive their car. He told her no and said he'd call the cops to do a breath test and if they said she could drive then she could. They showed up, she ran out the other door. He went out the door and she locked him out. She left and went home. He was told by the police that they had to arrest someone because it's a mandatory arrest on a domestic violence. Mr. Lucero said he showed them the video. They questioned her. They asked him for the video but he didn't left them have it because he was protecting her at the time. That's why he got arrested. The police report says that. Mr. Scarr pointed out that there was no filing by the District Attorney. He did the right thing by not letting her drive. Mr. Lucero continued that as soon as he got out of jail his attorney called the DA who reviewed the video and he never even had to go to court. Mr. Scarr submitted to Council a written statement from the young woman involved in that incident. City Attorney Downs questioned the violations on the Pueblo marijuana license and the Department of Revenue disposition of it. Mr. Lucero testified that the violations happened prior to his ownership of the company. He stated that he was aware of the one violation of product being in the safe regarding 50 plus pounds. He became aware of the rest of the violations after he was negotiating to purchase the dispensary from Mr. Jimenez. He said he hired an attorney to see what needed to be done to get the product out of the safe and rectify that matter. At that time they became aware of the rest of the violations. He further explained that he

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was the landlord at the time and got into the industry completely by accident. He had taken care of the PUD for the building, here it is the CUP. Mr. Lucero said he was in construction so he understood how to go through the zoning process. Mr. Jimenez had the business for three or four years. He helped him out on the business aspects of the business construction and set up. There were violations January and February of 2014, and some in March. City Attorney Downs noted the letter from Ms. Postelwhite from the Department of Revenue opining that Mr. Lucero took over the business in September, 2014. Mr. Scarr also pointed out the letter from Nadia Patrick. Mr. Lucero explained that the MED wouldn't talk to him because he was not the owner. City Attorney Downs asked if he was the one getting punished for what happened previously. Mr. Lucero said he paid $50,000. They were going to close the license and terminate the facility. He had invested money into the facility for Mr. Jimenez's business. At that time he said he hired an attorney. He and Mr. Jimenez came up with an agreement for him to purchase. The MED has to approve it first. They became aware of all of the violations and wouldn't talk to him. His attorney got with Mr. Jimenez's attorney and worked it out for him to talk to Nadia Patrick, the Attorney General, who then said they would communicate with him and the ownership transfer will be approved. City Attorney Downs pointed out that it looks like he has the violations but that he has testified that they occurred under the ownership of the man before him. Mr. Lucero said he knows now and is not making the same mistakes of others. That's the difference between now and then - our ownership and his. Mr. Scarr told Council that they should look to Rule 204 factors to determine ownership. To all factors, Mr. Jimenez was the owner and Mr. Lucero clearly was not. He was associated with the business but was not the license holder, pursuant to Department of Revenue Rule 204. Mr. Lucero said he was doing construction in the beginning. Mr. Jimenez got really sick and his girlfriend was running the business. Mr. Lucero acknowledged his responsibility under the various codes to report any changes to the City and that if he doesn't it is a violation. He said he paid for it and when you pay for something you learn the hard way, even though it wasn't his violation. To City Attorney Downs's question, Mr. Lucero said he would open in three to four weeks depending on the issuance of a certificate of occupancy for the building if approved. City Attorney reminded that he stated he is the only financial backer and that it is a crime and violation of the marijuana code to not reveal backers. He identified his business address in Pueblo as 748 E. Industrial Boulevard and 231 Riverwalk as his home address. He further testified that he reviewed the application and everything is accurate. He has no bank account for here or Pueblo. It is cash only which has been tough. He acknowledged his ongoing obligation to comply with municipal officials and that a certificate of occupancy is needed before he opens. Also, he acknowledged that he has to have his licenses before he possesses any quantity of marijuana and that the federal government can shut the industry down at any time. He also said he understood about the City's position regarding water. Mr. Lucero stated that he believed this would be a great asset to the community. He will spend advertising dollars between $40,000 to $50,000 per month to bring people in not only to the dispensaries but also to hotels and restaurants. He added that Terry Sanchez has been in the area for a long time. He has a corporate structure and nursing background. He expected a lot of business from out of state. He will work with medical conditions and reiterated that he plans on out of state clients. City Attorney Downs submitted to Council that the application was complete. Mayor Reorda asked if Terry Sanchez lives in Trinidad. Mr. Lucero answered that he does and said that he was a nurse previously at St. Mary Corwin Hospital. He has been working at The Spot and has gone through the proper training. He commutes to Pueblo to work. Councilmember Bonato commented that he believes everyone knows how he feels about the marijuana business coming into Trinidad. He told Mr. Lucero that it is nothing personal against him. He opined that Trinidad is saturated and if it were up to him he would put a moratorium on all marijuana for the whole City limits. He concluded that he would stick to his guns on voting. Councilmember Torres advised that she wasn't present at the previous hearing but that there was clarification on the background check given and she doesn't see a problem. Councilmember Miles asked City Attorney Downs if there was something more in the record from Julie Postelwhite besides the response to a Colorado Open Records Act request. City Attorney Downs read the letter out loud that identified it to be a response to a CORA request that stated that Robert Lucero became associated with the business on September 12, 2014. Councilmember Miles reviewed the ownership information contained elsewhere in the application that indicated that Mr. Lucero owned 50% in December, 2013; 60% in January, 2014; and 100% in February, 2014. There was a list of violations from January, 2014, when he had a 50% ownership to March, 2014, when he had 100% ownership. She concluded that she doesn't see anything that suggests what Mr. Lucero is saying it does. She opined that it was a passing comment in response to a CORA request. Mr. Scarr said she was reading the Articles of Amendment filed with the Secretary of State. Rule 204 doesn't even list that the name on the Secretary of State's website is determinative of who the owner is. He said that is because it is simply not persuasive for several reasons. Anyone can go to the Secretary of State's website and replace the name of the owner. Councilmember Mattie noted it was a statement asserted by his client where he purported to have ownership of 50% ownership with Mr. Jimenez and 60% thereafter. Councilmember Miles pointed out that those ownership interests are on his letterhead. She asked if he is saying someone fabricated them. Mr. Lucero said in the beginning Mr. Jimenez was failing. Councilmember Miles reiterated what was shown on the letterhead, reading the ownership identified thereon. Mr. Lucero said they were going to pull it out of this packet because it was incorrect when it was submitted, but she said it was already in the packet and they had to leave it in there. It wasn't submitted with this packet; it was already in the packet. It is incorrect. Before you apply to the State for a license you have to have documents. They had to come up with an agreement and then go to the MED and say what they are wanting to do. It has to be in writing. They make you do that. No ownership change ever takes place nor do they acknowledge anything until they say yes. He assumed it to be the same with the liquor board. You have to put together the packet and they say whether it can be done. He pointed to the email from Nadia Patrick which says the MED was going to acknowledge Robert Lucero and transfer ownership over to Robert Lucero on August 28, 2014. He reiterated that MED wouldn't even speak to him before that. He had no jurisdiction in the place and no right to profit, etc. because no ownership had been done. It is a formality that has to be done before you turn in the application. Councilmember Miles asked if he is saying he didn't own the business on February 26, 2014. Mr. Lucero responded affirmatively. Councilmember Miles asked if he had evidence to show that he owned it in August, 2014, as opposed to February, 2014. Mr. Lucero pointed to the letter from the MED that states that he didn't become owner of Colorado Cannabis until September. Councilmember Miles argued that is just a response to a CORA request and the ownership comment is a secondary thing. She asked what the empirical evidence is that illustrates when he owned the business. Mr. Scarr said that is where Rule 204 comes in. Councilmember Miles asked when the transfer was made at the Secretary of State's office. Mr. Lucero stated that if you wanted to change ownership on the Secretary of State's site you can. Mr. Scarr noted that is shown in the packet also. It back dates to 2010. It back dates it from the beginning. Clearly Mr. Lucero had nothing to do with it in 2010. Councilmember Miles commented that this looks like a very loosely run organization. Mayor Reorda asked how something can be backdated. Mr. Scarr responded that it happens on the computer. Mr. Lucero pointed out that you can't backdate it but that's when the organization was founded, in 2010. Councilmember Miles questioned Mr. Lucero regarding the animal cruelty charge where he thought it to be a fireworks charge, so he didn't know was he was pleading to. She asked Mr.

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Lucero if he disputes the police report which was very different than his representation. Mr. Lucero answered that he told it the way he saw it. Mr. Scarr answered that he denies what is in the report other than two fireworks were set off on the driveway. Councilmember Miles asked if he's saying a police officer lied in his report. Mr. Lucero said that the report was not correct. Councilmember Miles told Mr. Lucero that this goes to diligence, how he'd run and oversee the business - she pointed to page four of the state application where it is marked that the applicant has never been denied a license in Colorado or another state, and said he knows that is not true. Mr. Scarr advised that was an oversight. Councilmember Miles commented that it seems like there are a lot of oversights. Councilmember Mattie recalled that Mr. Lucero asserted this evening that he became the owner in September, 2014, and asked why then he submitted documents asserting earlier ownership. It seemed to him the concern about ownership changes for whatever purpose he needs. He asked if he didn't own it why he submitted documents that showed he did. Mr. Lucero explained that he and Mr. Jimenez had an agreement to get things done and before he would sign he'd change it; they'd agree again and he'd change it. It was because of Mr. Jimenez's indecisiveness that there were the changes. They could never tie down a number to agree to. Councilmember Mattie said the documents don't address the issues about the guy changing his mind about the price. Mr. Lucero said that was why he submitted the document from the Department of Revenue showing his ownership as of September 12, 2014. Mayor Reorda called for public comment for or against the application. Mark Carmel addressed Council and was sworn in. He told Council that he is an elected official from Pueblo West serving on the Pueblo West Metropolitan District. He clarified that his comments are on his own behalf only. He said he has been involved in government for 41 years. He elaborated on his experiences, leading up to Pueblo West becoming the epicenter of marijuana licensing. After his election several meetings were dominated by anti-marijuana activists. They were calling on the Metro Board to pass a resolution urging Pueblo County to impose a moratorium. Eventually Pueblo County did impose a moratorium on new store fronts in Pueblo West. Mr. Carmel told Council he was here to testify about his experience as an elected official in Pueblo West. He stated that Mr. Lucero, The Spot, is operating as a licensed business. He took over a dispensary in 2014 that was in trouble. He told Council that Mr. Lucero's testimony was clearly consistent with his understanding. In May, 2014, he said he witnessed what he felt to be an honest effort of Mr. Lucero to try to clean up the problems he inherited. Mr. Lucero took a strong stand and tried to help his neighbors. After he clean up the business, Mr. Carmel said he witnessed Mr. Lucero to have been found in good standing by the Pueblo County Board of Commissioners and the license was officially renewed. He responded well at the public hearings in Pueblo West with respect to tall weeds. They have not received any additional complaints. From a professional standpoint, he said he has assembled a strong team. Mr. Scarr is among the best in the business from what he understands. He has legal professionals, security teams, an honors graduate as his Vice President, and an RN on staff. They help veterans, elderly, sick and tourists who visited the business in Pueblo West. He concluded that in today's Pueblo Chieftain it reported that revenues are now higher, up $200,000 from last April. The tax base is higher than expected. A TABOR vote is coming to keep the added revenue. He opined that Robert Lucero has had a rising tiding effect with all local businesses and he maintains a very attractive well-maintained property. Even though they grew up in the same town he never knew him until he witnessed Mr. Lucero at the hearings in Pueblo West and how he handled himself during the turmoil. He told Council that he sincerely affirmed to them based on the evidence he personally witnessed Robert Lucero has strong character strength and in this industry is the epitome of professionalism. He also asked Council to consider his sobriety. Dr. Michael DeRose addressed Council and was sworn in. He told Council that he is a fourth generation Pueblo native and has known Robert Lucero for 15 years. He met him when his contractor hired Mr. Lucero to do his landscaping. Mr. Lucero owned one of the largest landscaping companies in Southern Colorado. He got to know Mr. Lucero because he worked 12 to 14 hours per day for three months at his house. His dad was Green Beret and died when he was eight years old. He owned his own business at 18 and turned it into one of the largest companies. He did a lot of the CDOT jobs. Mr. Lucero is a hard working, honest and has a lot of integrity. Dr. DeRose said they rasied $14 million to bring football back to CSU Pueblo. Mr. DeRose said it is named after his mom and dad. Mr. Lucero was a big part of that in the construction with in-kind donations – the retention pond and a lot of the irrigation. He gives back to the community. From the information Council has, Dr. DeRose said he understands, but that they have it wrong – Mr. Lucero is a good man. He added that he wouldn't do this for anyone and he has no bone in the fight. He said he's like many people who have questioned marijuana businesses, but all of the real estate has sold. Mr. DeRose additionally told Council that he doesn't smoke marijuana but that his father-in-law has pancreatic cancer. They put him on about four different opiates and nothing worked and so he tried marijuana. He is a new man. There are good uses for it. He also testified that he knows what Mr. Lucero says is true - David Jimenez would change his mind every day. He wanted to get the most out of it. He urged Council to visit The Spot in Pueblo, which he described as classy. It is nothing like they think. The Spot is first class; Mr. Lucero is first class. He said he also understands the point about saturation, but Mr. Lucero's clientele is 80% out of state and 54 years old trying it out medicinally. Gabriel Charboneau addressed Council and was sworn in. He stated that he has no dog in this fight. The measure of a man is what he does for others who can do nothing for him. He explained that he has worked with at-risk kids for over 20 years. Through his program he said everyone gets a second chance. He said he is the door knocker for the lost community in Pueblo. It seems like every door he goes to is closed. The only door that has remained open with a smile time after time is Robert Lucero at The Spot. Because of what he does for kids in the community he said he is able to take kids all around the country. He took a local female to a foreign country where she became first in history of that country to be part of a mixed martial arts match. None of that would have been possible without Robert Lucero's support and others like him. This is a pioneering industry and people are going to make mistakes. There will be things that happen like with any pioneering industry. It's a learning process as we go. Every day is a new day to begin again more intelligently than the day before. Everybody deserves a second chance. Because of people like Robert Lucero he said he gives kids a second chance. He concluded that Mr. Lucero has been supportive of his community and he displays professionalism over and over. He said he's proud to stand up for and behind him. Naresh Saehnani addressed Council and was sworn in. He said he was there to speak on behalf of Robert Lucero. He testified that he met Mr. Lucero 20 plus years ago when he first started his lawn mowing business. Mr. Lucero knocked on his door and asked for a chance. Obviously that relationship has grown over the years. Mr. Saehnani said he owns several businesses in Pueblo and Mr. Lucero has done hundreds of thousands of dollars in projects for him. He opined that Mr. Lucero is honest, trustworthy and truthful. He's never cheated anyone that he knows of. He would take the shirt off his back to help somebody. People make mistakes sometimes. One mistake or one wrong checkmark should not result in denying someone a license. Mr. Lucero is living the American dream. He grew up with nothing and worked hard to be where he is. He would not be there if he was not honest in his business, cheated or lied. A person can cheat somebody once, maybe you can fool somebody once, but you will not be in business this long if you do that day in and day out. Mr. Saehnani added that The Spot is spotless; the floors shine. His wife uses marijuana for her back once in a while rather than pain medicine. Mr. Lucero runs his business very well, he is very honest and he concluded that he thought Council should consider giving him the license and they would not

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regret it. Buffy McFadden, Pueblo County Commissioner, addressed Council and was sworn in. She stated that as an elected official sometimes one community doesn't need to just over load an issue. There's been enough personal testimony, she said. She said she wanted to provide her perspective on Pueblo. It is highly unusual that she's here. She described her position on this matter as neutral but wanted to share her experience. Robert Lucero went through a very thorough hearing in Pueblo County on these issues. Council's questions are valid, without question and she complimented Council's work with the new industry. She reminded that several City of Trinidad staff members met with Pueblo County staff members in Pueblo just over one year ago. They were opening a door no one had in this country and it is challenging. She said they vetted Mr. Lucero pretty thoroughly. She said she believed from Mr. Lucero's testimony in Pueblo County he and his attorney probably wanted to throw up their hands at times and just started a new license instead of buying this license from Mr. Jimenez. It probably would have been easier. She said she believes what Mr. Lucero is telling Council to be the truth. She elaborated on how Colorado and its cities and counties are cutting a new path and opined on what may happen in the future with the industry. From what they vetted, she said they believe Mr. Lucero did not own the store when the violations were made. What he is professing about the MED she thought to be true in him having to put the cart before the horse, especially when they were transitioning from medical to retail marijuana. There was no clear path. She likened it to the IRS where if you call, depending on who you get, you might get a different answer. Ms. McFadden said they have 40 to 50 licenses in Pueblo County with between 120 to 130 licenses among them. They took the extra step to hire an enforcement officer through Pueblo County to try to get it right. That enforcement officer verified for her today that there are no violations at The Spot. She said that the MED takes anonymous complaints which has driven their enforcement officer to Mr. Lucero's business more often than some other businesses. However, they have found no wrong doing. They had a show cause and license renewal hearing both in December, 2014. It was very arduous for Mr. Lucero, but she said she doesn't know of another marijuana business in Pueblo that has an attorney on staff. There are 300 pages of regulations and there's no way to know all of it. There is so much money invested in these businesses she believed the answer is to do things correctly. She said she wouldn't have purchased that license. Councilmember Miles said she's looking at some of these things and some date back to 1998 that she can't ignore. She said the violations are more concerning to her because she really cares that Trinidad doesn't have the wrong element managing the marijuana businesses. She said she can't get over the number of violations - ten. She didn't know of a single violation that wasn't violated. She added that she's been unable to conclude anything other than Mr. Lucero was not involved or was a lazy silent partner. She said she worries and asked Ms. McFadden how they made that determination. Ms. McFadden answered that their job as elected officials is to grill applicants when there could be problems to protect the health, safety and welfare of the community. She said the best indicator she can give her today of the character of the business is that there are no violations and their enforcement officer and the MED has been into his facility several times. The Board of Pueblo County Commissioners made a unanimous decision to allow the license to go forward. It wasn't overtly easy and they made it very clear to Mr. Lucero that if had violations he would be done. She believed that's why he took so seriously bringing on the attorney and the other managers. She said that Mr. Lucero's testimony today was that he was the owner of the building and had invested several thousands of dollars to retrofit the building for Mr. Jimenez to have his business. She said she believes what Mr. Lucero is the truth in that the MED is requiring you to decide on the ownership of your business while you are trying to acquire the license. She said that while she wasn't going to characterize Mr. Jimenez, but could say that she is glad that the license has been transferred and that the compliance is at 100%. They have not seen any problems. She said she thought Council was seeing the desire to buy into the business but that didn't happen. It was clarified to them when the MED would not talk to Mr. Lucero until that transfer had actually happened after August. She said regarding the change from medical to retail, she can't think of a single business is Pueblo who didn't want to do it right but she wasn't sure if the state was even prepared to explain that transition and how it should be done. She said she believed that if the state really believed Mr. Lucero owned that business they would not have settled with him, they would have revoked. As to Mr. Lucero's character she said they have not had any complaints about his business over six months. That is the biggest indicator that he has taken the issues very seriously. She said her interest is in doing what is right on behalf of the community. Terrance Sanchez addressed Council. He was sworn in. He told Council that regarding concerns about how the business is run, his background is in healthcare which is the second mostly highly regulated industry in the country behind nuclear energy. He said he understands those rules and regulations having worked from the bottom up in that field. He said he knows how to follow and manage the rules and regulations. He opined that Mr. Lucero and the way he runs his dispensary is top notch. He said that they wouldn't find another dispensary that follows the rules to the point of excess. As a result of the issues he has gone through he has a management team that all have degrees and has an interest in doing things right. You will not be able to walk into his dispensary and find a violation. He said he is grateful to have end up with Mr. Lucero because he learned so much in the past year. Had he not had this experience and learned to do things the right way, mistakes would have been made and they are being made but not by The Spot. He added that they have a management team and legal team that are top notch. Others don't have the experience or the capital backing or the drive to do things right. They are not going to mess up their golden ticket. As a result of Mr. Lucero doing things right, he has driven into his team to do things right. His is one of the most successful dispensaries in southern Colorado and it was not by breaking rules but by doing things right. Mark Scarr offered a closing statement. He augmented the record about the charitable contributions Mr. Lucero has made. He stated that he is a member of the Boys and Girls Branch Board. He contributes to prevent homelessness, made donations to help prevent teen pregnancy and helped sponsor an MMA program. He was also asked to sit on the Board of the Colorado Cannabis Chamber. Mr. Scarr outlined what he would argue to the district court should the license be denied. He outlined the reasons to deny a license for good cause as well. He stated their position to each which supported granting of the license. He again pointed to Rule 204 to determine ownership in the business and to each factor named Mr. Jimenez as having been the owner when the violations occurred and being listed on the Secretary of State's website was not a factor because it is not persuasive. Julie Postelwhite and Nadia Patrick recognize Mr. Lucero as the licensee after the violations. He said he already told Council he wouldn't have let him plead guilty to the animal cruelty charge. Regarding the domestic violence charge, he said he understands the skepticism, but every once in a while there comes a disagreement between a male and a female and the female is the aggressor. Mr. Lucero did everything right in this case and it was the right thing to do to dismiss it. Mr. Scarr recited Trinidad's definition of good moral character and CRS 24-5-101(2) factors in determining good moral character. He reminded that Mr. Lucero's fireworks violation happened 17 years ago and thought it safe to say he has been rehabilitated in that time. He concluded that Council has nothing more before them that shows Mr. Lucero has nothing less than a good moral character. He provided two letters to Council attesting to Mr. Lucero's moral character. Mr. Lucero has nothing on his record. He is a good man. He has a temper but is a self-made man against all odds. He never got in trouble throughout his life. He created a very successful business, is not a drug or alcohol user. He was trying to be the hero when he took over Dave Jimenez's license when he really should have applied for his own. Mr. Lucero is a people person, tied to

the community. He is honest and forthright, does what he says he is going to do. Mr. Scarr said he couldn't be more proud to represent him. He is vigilant about compliance matters. He's hired him to be at the store, Terry Sanchez with a corporate background and Dave Munn, all with degrees, all professionals. They've put together policies for employees, do training, quizzes, to prevent mistakes. He treats his employees well and is a philanthropist. Mr. Scarr concluded that Mr. Lucero is the kind of person they want in Trinidad. If approved, The Spot will be a boom to Trinidad and he will set the highest standards for safety, compliance and professionalism. A motion to approve the license was made by Councilmember Torres and seconded by Councilmember Miles. Upon roll call vote the following votes were cast:

Aye – Torres, Reorda
Nay – Bolton, Bonato, Mattie, Miles

UNFINISHED BUSINESS. Public hearing for consideration of an ordinance Repealing Article 3, Non-Conformance, Section 5-23, Non-Conformance, of Chapter 5 (Buildings) of the Code of the City of Trinidad, Colorado, thereby requiring only the specific renovations made to vacant buildings comply with current building codes unless the use changes, in accordance with the International Code adopted by the City. Mayor Reorda declared the public hearing open and called for comment for or against the ordinance. There being none, the hearing was closed.

Second reading of an ordinance Repealing Article 3, Non-Conformance, Section 5-23, Non-Conformance, of Chapter 5 (Buildings) of the Code of the City of Trinidad, Colorado, thereby requiring only the specific renovations made to vacant buildings comply with current building codes unless the use changes, in accordance with the International Code adopted by the City. The ordinance title was read aloud. A motion to approve the ordinance was made by Councilmember Bolton and seconded by Councilmember Mattie. The motion carried unanimously upon roll call vote.

ORDINANCE NO. 1976

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, REPEALING ARTICLE 3, NON-CONFORMANCE, SECTION 5-23, NON-CONFORMANCE, OF CHAPTER 5 ("BUILDINGS") OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, THEREBY REQUIRING ONLY THE SPECIFIC RENOVATIONS MADE TO VACANT BUILDINGS COMPLY WITH CURRENT BUILDING CODES UNLESS THE USE CHANGES, IN ACCORDANCE WITH THE INTERNATIONAL CODE ADOPTED BY THE CITY

Public hearing for consideration an ordinance repealing and re-enacting Section 9-5 of Chapter 9, Licenses, regarding garage sales. The public hearing was opened by Mayor Reorda. Having confirmed that no one wished to offer public comment, the hearing was closed.

Second reading of an ordinance repealing and re-enacting Section 9-5 of Chapter 9, Licenses, regarding garage sales. The ordinance title was read aloud. A motion to approve the ordinance on second reading as amended was made by Councilmember Bolton and seconded by Councilmember Torres. The motion carried unanimously upon roll call vote.

ORDINANCE NO. 1977

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, REPEALING AND RE-ENACTING SECTION 9-5 OF CHAPTER 9, LICENSES, REGARDING GARAGE SALES

Public hearing for consideration of an ordinance amending sections contained in Chapter 4 ("Animals"), of the Code of the City of Trinidad, Colorado, pertaining to licensing of animals in the City of Trinidad. Mayor Reorda declared the public hearing open and called for comments for or against the ordinance. There being none, the hearing was closed.

Second reading of an ordinance amending sections contained in Chapter 4 ("Animals"), of the Code of the City of Trinidad, Colorado, pertaining to licensing of animals in the City of Trinidad. The ordinance title was read aloud. A motion to approve the ordinance was made by Councilmember Bolton and seconded by Councilmember Mattie. The motion carried unanimously upon roll call vote.

ORDINANCE NO. 1978

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, AMENDING SECTIONS CONTAINED IN CHAPTER 4 ("ANIMALS"), OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, PERTAINING TO LICENSING OF ANIMALS IN THE CITY OF TRINIDAD

First reading of an ordinance of the City Council of the City of Trinidad to limit the number of retail marijuana stores in the downtown Trinidad Historic Preservation zoning district, by imposing a moratorium on such establishments in that district, and setting a hearing date for consideration of said ordinance. City Attorney Downs reminded that Council's intention appeared to be not to go forward with the ordinance after the previous work session. The thought was to have the Planning Commission come up with a map that memorializes the forbidden zone. Councilmember Bolton moved to dispense with the ordinance to a later date and refer the matter to staff. Councilmember Mattie seconded the motion. The motion carried unanimously. City Attorney Downs suggested Council wanted a ban as opposed to a moratorium that has to be renewed. Councilmember Bonato expressed his concern that if something were to happen to Goal Academy, they wouldn't be able to limit through an emergency ordinance. He added that he felt strongly that they should keep the historic district clean. He said he too has seen the good and bad times. He asked that staff, Economic Development and Council

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work together to promote other things besides marijuana. He encouraged retaining heritage and reminded that Council has said many times that we are saturated with marijuana outlets. If it were up to him he said he'd put a moratorium on all of it. We have to preserve our downtown district. City Attorney Engeland reviewed with Council that the directive staff will give to the Planning Commission is to look at the historic district and determine where the character and quality needs to be protected. The Planning Commission will recommend to Council who will approve, reject or amend the recommendation. He concluded by reminding Council that their suggestion is not binding.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, TO LIMIT THE NUMBER OF RETAIL MARIJUANA STORES IN THE DOWNTOWN TRINIDAD HISTORIC PRESERVATION ZONING DISTRICT, BY IMPOSING A MORATORIUM ON SUCH ESTABLISHMENTS IN THAT DISTRICT

MISCELLANEOUS BUSINESS. Tavern liquor license renewal request by Gina Louise Lujan d/b/a El Rancho Restaurant at 1901 Santa Fe Trail Drive. Gina Lujan was present. A motion to approve the license renewal was made by Councilmember Mattie and seconded by Councilmember Torres. Upon roll call vote the motion carried unanimously.

Temporary modification of premises request by Mt. Carmel Health, Wellness & Community Center at 911 Robinson Avenue. No one was present to represent the applicant, however City Clerk Garrett advised that this is the same application that has been presented for the past three years for the Mt. Carmel Festival and although the applicant is not present, it will require the state's approval as well. Councilmember Bonato moved for the appoval of the temporary modification. Councilmember Torres seconded the motion. Roll call was taken and the motion carried unanimously.

Retail liquor store license renewal request by Trinidad Beer, Liquor & Wine Depot, LLC d/b/a Trinidad Beer, Liquor & Wine Depot at 111 E. Kansas Avenue. Due to lack of representation, Councilmember Bonato moved to table the renewal to the next meeting and Councilmember Bolton seconded the motion. Upon roll call vote the motion carried unanimously.

Retail liquor store license renewal request by Opera House Wine & Spirits LLC d/b/a Tire Shop Wine & Spirits at 601 W. Main Street. Michelle Miles, owner of the liquor store, was present. A motion to approve the renewal was made by Councilmember Mattie and seconded by Councilmember Bolton. Upon roll call vote the motion carried with all Councilmembers present voting aye except Councilmember Miles who abstained.

Tavern liquor license renewal request by JuJo's Pub, Inc., d/b/a JuJo's Pub and Dance Hall at 125 N. Chestnut Street. Joe Incitti was present on behalf of JuJo's Pub, Inc. Councilmember Bolton made a motion to approve the tavern license renewal and Councilmember Bonato seconded the motion. Upon roll call vote the motion carried unanimously.

New Retail Marijuana Store application filed by Main Street Cannabis at 401 W. Main Street. Councilmember Bolton made a motion to set the new license application for public hearing at 7:00 p.m. on July 21, 2015. Councilmember Bonato seconded the motion which carried unanimously.

Resolution setting a hearing date for the annexation petition for Parcel D Trinidad Industrial Park. Councilmember Bolton moved to approve the resolution setting the public hearing for the annexation for August 4, 2015. The motion was seconded by Councilmember Bonato and carried by a unanimous roll call vote.

RESOLUTION NO. 1452

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO, SETTING A HEARING DATE FOR THE ANNEXATION PETITION FOR PARCEL D TRINIDAD INDUSTRIAL PARK

Resolution approving a contract between the City and the Colorado Department of Transportation for the Regional Wayfinding Phase I STE R200-204 Project. Councilmember Bolton made a motion to adopt the resolution and Councilmember Torres seconded the motion. Upon roll call vote, the motion carried unanimously.

RESOLUTION NO. 1453

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY AND THE COLORADO DEPARTMENT O TRANSPORTATION FOR THE REGIONAL WAYFINDING PHASE I STE R200-204 PROJECT

COUNCIL REPORTS. Council deferred reports due to the lengthiness of the meeting.

REPORTS BY CITY MANAGER. Retreat. City Manager Engeland reminded Council of their Planning Session (Retreat) scheduled for next Thursday, June 25th, from 9:00 a.m. to 5:00 p.m. at Monument Lake Resort, which will include a tour of the facility by Mike Robb. The session will focus heavily on budget items and the meeting will be an open, posted meeting with an agenda. The media and public were invited to attend.

REPORTS BY CITY ATTORNEY. Retreat. City Attorney Downs advised Council of his inability to attend the retreat due to a scheduling conflict.

BILLS. Councilmember Bonato moved to approve the bills and Councilmember Bolton seconded the motion. The

motion carried unanimously upon roll call vote.

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PAYROLL, June 6, 2015 through June 19, 2015. A motion to approve the payroll was made by Councilmember Bolton and seconded by Councilmember Torres. Roll call was taken and the motion carried unanimously.

ADJOURNMENT. There being no further business to come before Council, a motion to adjourn the regular meeting was made by Councilmember Bolton and seconded by Councilmember Bonato. The meeting was adjourned by unanimous roll call vote of Council.

ATTEST:

JOSEPH A. REORDA, Mayor

KIM MARQUEZ, Asst. City Clerk

Business Ink E1108974LD

June 23, 2015

CITY OF TRINIDAD
TRINIDAD, COLORADO

The City Council of the City of Trinidad, Colorado met in Special Session on Tuesday, June 23, 2015, immediately following the work session at 1:30 p.m. in the Council Chambers at City Hall pursuant to the following call:

CITY OF TRINIDAD
TRINIDAD, COLORADO

SPECIAL MEETING

There will be a Special Meeting of the City Council of the City of Trinidad, Colorado, on Tuesday, June 23, 2015, immediately following the work session at 1:30 p.m. in the Council Chambers at City Hall

The following items are on file for consideration of City Council:

1) Approval of Welcome Center Contract

2) Executive Session - For a conference with the City's attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Quasi Judicial Findings/Hearings

The meeting was called to order at 1:48 p.m.

There were present:	Mayor	Reorda, presiding
	Councilmembers	Bolton, Bonato, Fletcher, Mattie, Miles, Torres
Also present:	City Manager	Engeland
	City Attorney	Downs
	City Clerk	Garrett

Approval of Welcome Center Contract. Councilmember Bolton moved for the approval of the contact and the motion was seconded by Councilmember Fletcher. Upon roll call vote, the motion carried unanimously. Several members of Council expressed interested in receiving periodic updates and statistics at future meetings.

Executive Session - For a conference with the City's attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Quasi Judicial Findings/Hearings. A motion to enter into executive session for the stated purpose was made by Councilmember Bonato and seconded by Councilmember Bolton. Upon roll call vote the motion carried unanimously and the executive session ensued at 1:55 p.m. .

I, Les S. Downs, Attorney for the City of Trinidad, do hereby attest that the executive session held on this 23rd day of June, 2015, was permissible under CRS Section 24-6-402 (4)(b).

As the City's attorney, it is my opinion that the discussion of the matter announced in the motion to enter into executive session constituted a privileged attorney-client communication. Therefore, it is my recommendation that no further record be kept of this executive session.

Les S. Downs, City Attorney

Upon conclusion of executive session at 2:50 p.m., Councilmember Bolton moved to conclude the executive session and resume the special meeting and Councilmember Miles seconded the motion. The motion carried unanimously upon roll call vote.

City Manager Engeland advised Council that tomorrow morning at 8:00 a.m. the City will be releasing the video footage and a press release of the officer-involved shooting pursuant to CORA requests. He noted that the officer, Ron Arlint, is back to work and doing well. Upon inquiry he answered that both the CBI and DA's office cleared the officer and found that there was a justifiable use of deadly force. He further advised that on Monday at 5:00 p.m. the City will have an audit exit interview and requested two Council members attend. Mayor Reorda and Councilmember Miles offered to be in attendance. City Council was reminded of the retreat on Thursday which Lee Merkel from DOLA will facilitate. Councilmember Fletcher asked City Manager Engeland to contact Loretta Martin regarding historical records stored here.

There being no further business, Councilmember Fletcher moved to adjourn and Councilmember Bolton seconded the motion. Upon a unanimous roll call vote, the meeting was adjourned.

ATTEST:

JOSEPH A. REORDA, Mayor

AUDRA GARRETT, City Clerk

3a

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

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

SUBJECT: PUBLIC HEARING

Rescheduling of public hearing for a New Retail Marijuana Product Manufacturing Facility license application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street

RECOMMENDED CITY COUNCIL ACTION: As requested, reschedule the hearing to August 18, 2015.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The hearing for this application was scheduled for July 7, 2015, however due to the inability to conduct the Planning Commission public hearing, this matter must be postponed.

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

3a

Audra Garrett

From: kwaller1459@comcast.net
Sent: Monday, June 29, 2015 11:43 AM
To: Audra Garrett
Subject: Re: request

Audra,

Will you please postpone the hearing for The Retail Product Manufacturing license scheduled for July 7th, 2015.
We will attend the July 7th meeting for the OPCO license and the expansion. We want to be put on the agenda for the August 18th meeting for the Retail Product Manufacturing license.

Thank-you.

Ken Waller.

From: "Audra Garrett" <audra.garrett@trinidad.co.gov>
To: kwaller1459@comcast.net
Sent: Monday, June 29, 2015 10:22:44 AM
Subject: request

I am again seeking an email from you requesting that your hearing for the Retail Product Manufacturing license be postponed.

Audra Garrett Asst. City Manager
City of Trinidad
135 N. Animas Street
Trinidad, CO 81082
(719) 846-9843 ext. 135
(719) 846-4140 fax
audra.garrett@trinidad.co.gov

3b

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

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

SUBJECT: PUBLIC HEARING

New Medical Marijuana-Optional Premise Cultivation Operation license application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street

RECOMMENDED CITY COUNCIL ACTION: Conduct the public hearing. City Council may take up to 30 days thereafter to render a decision on the applications.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing.

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

3b

City of Trinidad, Colorado
1878

INVESTIGATIVE REPORT

Applicant:	Dessimals, Inc.
Business Name:	Lucky Monkey Buds
Business Address:	137 W. Cedar Street – Historic Preservation zoning
Officers/Owners:	Kenneth S. Waller, President, 11333 W. Saratoga Pl., Littleton, CO 80127 Karen Waller, Secretary, 11333 W. Saratoga Pl., Littleton, CO 80127
Date of Application:	May 14, 2015
Date Application Filed with Local Authority:	May 19, 2015
Type of Request:	New License
Type of License(s):	Medical Marijuana Optional-Premise Cultivation Operation
Hearing Date:	Tuesday, July 7, 2015, 7:00 p.m.

APPLICATION CONTENTS -

Applicant's Documents:

City of Trinidad Medical Marijuana Optional-Premise Cultivation Operation Application
CUP Approval
Commercial Lease Agreement
Verified Consent of Property Owners for the Submission of an Application for Marijuana Business
Articles of Incorporation
Amendments
Partnership Agreement

Certificate of Good Standing
Statement of Trade Name
Sales Tax License
Diagram of Premises
Individual History Record
Fingerprints
Security Alarm
Exterior Security Lighting Plan (shown on diagrams)
Colorado Appendix A - OPCO Application and Medical License Application
Promissory Note
Colorado Medical Marijuana License Bond

City Documents:

Notice of Public Hearing
Certificate of Mailing
Proof Publication on 6/10/15
Certificate of Posting
Departmental Reports

LOCAL FEES -

Local Fees Medical Marijuana Optional Premise Cultivation Operation

Investigation	$2,500.00
License	1,000.00
Total	$3,500.00
TOTAL	$ 3,500.00

Local fees have been paid. Applicant has been advised the City's investigation fee is non-refundable and in the event the license is denied, license fees only shall be refunded.

ZONING –

The proposed premise is zoned Historic Preservation, one of the appropriate zoning designations for location of a marijuana business pursuant to the Trinidad Municipal Code. Conditional Use Permit requests were heard by the Planning Commission on 3/10/15 and approved. The Conditional Use Permits were approved subject to four conditions identified within the Staff Report from the Planning Department. Abbreviated, the applicant must 1) comply with all state and local laws, rules, regulations relative to the operation of their business; 2) an air filtration plan must be submitted and approved by the Building Inspector; 3) the conditional use permit must be put into effect within one year or it will expire; 4) the applicant must comply with the reasonable requirements of all City officials with respect to establishment and operation of their business.

COMMERCIAL LEASE AGREEMENT -

The commercial lease agreement is between Purgatoire River, LLC, landlord, and Dessimals, Inc., tenant. The term extends from March 15, 2015 through June 30, 2016. A notarized statement consenting to the submission of an application for a marijuana business as required by the Trinidad Municipal Code is provided.

BUSINESS/CORPORATE DOCUMENTS –

Dated-stamped Articles of Incorporation for a Profit Corporation for Dessimals, Inc., are provided, as well as a Certificate of Good Standing issued by the Colorado Secretary of State. A Statement of Trade Name of a Reporting Entity indicates Lucky Monkey Buds as the trade name under which the entity is authorized to transact business or conduct activities or contemplate transacting business or conducting activities. A Partnership Agreement between Kenneth Waller and Karen Waller is included.

SALES TAX LICENSE -

Sales Tax License #00979789-0001 was verified.

DIAGRAM OF PREMISES -

The diagrams identify the proposed premises. This is a three-level facility. The basement is identified for storage. The second floor identifies the retail cultivation area and medical cultivation area, as well as a cutting room, kitchen, conference room, utility room, bathrooms and the location of the elevator. The first floor/main floor has a public access area/sales area, kitchen, bathrooms and elevators. A grow area will also be located on the first/main floor. The premises is proposed to be all within the confines of 137 W. Cedar Street. Initial plans indicate the proposed location of the security cameras and lighting, however, based upon final inspection from the Colorado Marijuana Division and the City Building and Fire Departments, those locations are subject to change. The overall footprint of the proposed premises is approximately 23,496 square feet. A security alarm system agreement was provided. The exterior security lighting plan was included in the camera schematic and submitted pursuant to the City's requirements.

OWNERSHIP INFORMATION/BACKGROUNDS
FINGERPRINTING -

Fingerprint cards were submitted to CBI/FBI on 3/27/15. Results were received for Kenneth Waller from CBI/FBI and yielded no arrest records. Karen Waller's prints were of insufficient quality and will require resubmission. Local database checks done by the

TPD found no records/convictions for either party. A second local database check was done and yielded no results.

RESIDENCY REQUIREMENT –

Kenneth Waller and Karen Waller, the owners, meet the two-year Colorado residency requirement to hold a marijuana license.

COLORADO MARIJUANA LICENSE DOCUMENTS –

Copies of the entity's Colorado licensing documents were a required submittal with the City's application to obtain complete applicant information without redundancy. Those documents include the license applications and license bonds.

NOTICES OF HEARING -

Mailed to applicant – 6/16/15.
Published – 6/10/15.
Posted on the premises – 6/23/15.

DEPARTMENTAL REPORTS -

Fire Chief Tim Howard indicated on 6/4/15 that the applicant will need an inspection upon completion of construction.

Fire Chief Tim Howard indicated on 6/4/15 on behalf of the Building Inspector 15 that the applicant will need an inspection upon completion of construction.

Police Chief Charles Glorioso on 6/4/15 indicates that a review of the floor plan is needed as well as an inspection of the premises after construction is complete.

Concerns were solicited from the Health Department. They have instituted their own licensing procedures and would be contacting the applicants accordingly.

Periodic inspections will continue throughout the process. Issuance of the license will only be done upon final approvals of all three departments and issuance of the Certificate of Occupancy.

OTHER REVELANT CONCERNS -

SCHOOL DISTANCES –

There is a 1,000-foot limitation from a school for any marijuana business. The nearest school property is Goal Academy which is 1,328 feet from the nearest point of this property.

LICENSED OUTLETS WITHIN THE CITY –

The following licenses have been approved to date within the City limits:

M & M Distributing, LLC, 422 N. Commercial Street	Medical Center
M & M Distributing, LLC, 422 N. Commercial Street	Medical Optional Premise Cultivation Operation
M & M Distributing, LLC, 422 N. Commercial Street	Retail Store
M & M Distributing, LLC, 422 N. Commercial Street	Retail Cultivation Facility
T.P. Main Street, LLC, 821 E. Main Street	Medical Center
T.P. Main Street, LLC, 821 E. Main Street	Medical Optional Premise Cultivation Operation
T.P. Main Street, LLC, 821 E. Main Street	Medical Infused-Products Manufacturer
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.	Medical Center
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.	Retail Store
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.	Retail Cultivation Facility
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.	Retail Product Manufacturing Facility
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.	Medical Marijuana Optional Premise Cultivation Operation
Peaceful Herbs, Ltd., LLC, 124 Santa Fe Trail	Retail Marijuana Store
Southern Colorado Therapeutics, Inc. 1505 Santa Fe Trail	Retail Marijuana Store
Canna Company, 3019 Toupal Drive	Retail Marijuana Store
Canna Company, 3019 Toupal Drive	Retail Cultivation Facility
Faragosi Farms, Incorporated, 118 Santa Fe Trail	Retail Marijuana Store
Faragosi Farms, Incorporated, 612 Hainlen Street	Retail Cultivation Facility
Faragosi Farms, Incorporated, 612 Hainlen Street	Retail Product Manufacturing Facility
Dessimals, Inc., 137 W. Cedar Street	Retail Marijuana Store
Dessimals, Inc., 137 W. Cedar Street	Retail Cultivation Facility
Dessimals, Inc., 137 W. Cedar Street	Medical Center

Dessimals, Inc., 137 W. Cedar Street	Medical Infused-Products Manufacturer
Freedom Road Garden, LTD, 2600 Freedom Road	Retail Marijuana Store
Freedom Road Garden, LTD, 2600 Freedom Road	Retail Cultivation Facility
Freedom Road Garden, LTD, 2600 Freedom Road	Medical Center
Freedom Road Garden, LTD, 2600 Freedom Road	Medical Marijuana Optional Premise Cultivation Operation

Dated this 24th day of June, 2015.

CITY OF TRINIDAD, COLORADO

Audra Garrett

Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 24th day of June, 2015, I mailed a copy of the Investigative Report, by Certified Mail, to:

Dessimals, Inc.
d/b/a Lucky Monkey Buds
11333 W. Saratoga Pl.
Littleton, CO 80127
Certified Mail #7014 2120 0004 1880 9805

Audra Garrett

Audra Garrett, City Clerk

CITY OF TRINIDAD

City Clerk's Office
135 N Animas St
P.O. Box 880
Trinidad, Colorado 81082
719-846-9843

MEDICAL MARIJUANA LICENSE APPLICATION

New License Application Fee $2,500.00 ☐ License Fee/Renewal Fee $1,000.00
☐ Transfer of Ownership Application Fee $1,500.00 ☐ Change of Location $1,500.00

LICENSE TYPE

Medical Marijuana Center Medical Marijuana Infused-Products Manufacturer
☒ Medical Marijuana-Optional Premises Cultivation Operation

TYPE OF BUSINESS

☒ Corporation ☐ Partnership ☐ Individual*
☐ Limited Liability Corporation ☐ Other

*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID

Applicant (Corporation/LLC) DESSIMALS INC.
Applicant (Sole Proprietor) KENNETH S WALLER
First Name Middle Initial Last Name

Trade Name of Establishment (DBA) N/A
Address of Premise 137 W. CEDAR ST
Mailing Address
Telephone 303-972-0483 Email Address KWaller1459@COMCAST.NET
Contact Person/Manager Kenneth Waller Title PRESIDENT
Telephone 303-972-0483 Email Address Kwaller1459@Comcast.net

Does the Applicant have legal possession of the premise for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

☐ Ownership ☒ Lease ☐ Other (explain in detail)

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:**
Landlord Purgatoire River, LLC Tenant Dessimals, Inc Expires 6/30/2016

***If premises are leased, attach notarized consent by the owner of the property to the licensing of the premises for a medical marijuana facility.*

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION

Individual History Records attached and 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.

1. Fingerprinting by the Trinidad Police Department for:
   - 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

   with the appropriate fee payable to Colorado Bureau of Investigation (currently $38.50, March, 2014)

2. Lease or Deed – Evidence of Possession

3. Conditional Use Permit approval

4. Copy of alarm system contract

5. Copy of state sales tax license

6. Certificate of Good Standing

7. Affidavit of Lawful Presence (Sole Proprietors only)

8. Diagram of Premises:
   - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.

9. Copy of State Application with attachments

LIST OF OWNERS, OFFICERS, MANAGERS, EMPLOYEES & OTHERS WITH DIRECT OR INDIRECT FINANCIAL INTEREST

1. Name: KENNETH S. WALLER Title: PRESIDENT
   Address: 11333 W. SARATOGA PL LITTLETON, CO, 80127
   Financial Interest: YES 50%

2. Name: KAREN L. WALLER Title: SECRETARY
   Address: 11333 W. SARATOGA PL LITTLETON, CO, 80127
   Financial Interest: Yes 50%

3. Name: _____ Title: _____
   Address: _____
   Financial Interest: _____

4. Name: _____ Title: _____

Address: _____

Financial Interest: _____

5. Name: _____ Title: _____

Address: _____

Financial Interest: _____

6. Name: _____ Title: _____

Address: _____

Financial Interest: _____

7. Name: _____ Title: _____

Address: _____

Financial Interest: _____

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the medical marijuana business; and that the application and documents submitted for other approvals relating to the medical marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

By accepting a license issued pursuant to this ordinance a licensee, jointly and severally if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the medical marijuana dispensary that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.

Signed: _____ Title: PRESIDENT
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: KENNETH WALLER Date: 3/15/15

City of Trinidad
Planning Department
135 N. Animas
Trinidad, CO 81082
Telephone (719)-846-9843 Ext 136
Fax (719)-846-4140
planning@trinidad.co.gov

Dessimals, Inc.
Kenneth Waller
11333 W. Saratoga Pl.
Littleton, CO 80127

March 11, 2015

RE: CUP Applications: #2015-RMS-04
#2015-MMC-04
#2015-RMCF-04
#2015-OPCO-04
#2015-MMIPM-04

Dear Mr. Waller,

On March 10, 2015 the Planning, Zoning and Variance Commission approved your request for a conditional use permit to establish and operate the above referenced facilities at 137 W. Cedar St. subject to the following conditions:

1. The applicant must comply with all provisions outlined in Article 12 of Chapter 14 of the City of Trinidad Municipal Code of Ordinances as well as any and all applicable state and local statutes, ordinances, rules, and regulations regarding the operation of medical marijuana centers, and other statutes, ordinances, rules, and regulations for the operation of businesses within the City of Trinidad, including but not limited to City sales tax and the City's sign code.

2. The applicant must provide the City with an air filtration plan describing the filtration system and/or other method or methods to be used to minimize odors associated with the cultivation and sale of medical marijuana. Approval of said air filtration plan is subject to the approval of the City Building Inspector.

3. If the proposed conditional use is not established within one year of its approval, discontinued for at least one year, or replaced by another use of the land, the conditional use permit and all associated conditional use permits shall expire.

4. The applicant must comply with the reasonable requirements of all Trinidad Municipal Officials with respect to the establishment and operation of the proposed facility or facilities.

If you have any questions, please don't hesitate to contact me.

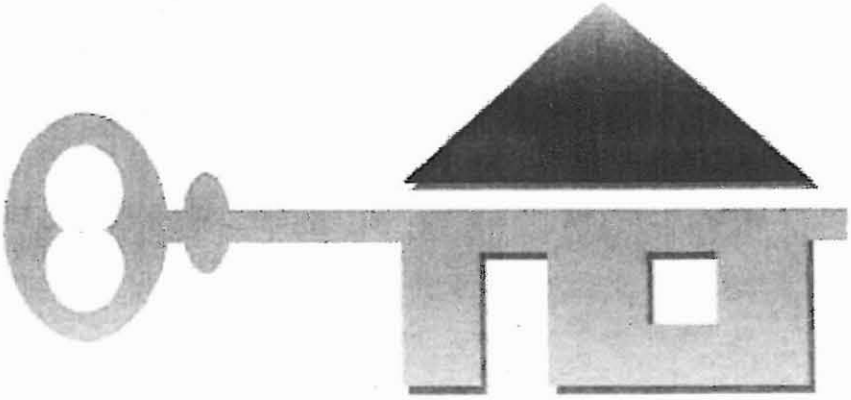
Thank you,

Louis Fineberg

Louis Fineberg
Planning Director

VMG

CC: Chris Kelley, Building Inspector
Les Downs, City Attorney
Gabe Engeland, City Manager
Audra Garrett, City Clerk
File



Commercial Lease Package

PURGATOIRE RIVER LLC

LANDLORD

DESSIMALS, INC

TENANT

March 15, 2015

LEASE START DATE

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COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is dated March 13, 2015, between PURGATOIRE RIVER LLC ("Landlord") and DESSIMALS, INC ("Tenant"), and will be referred to throughout this document as the "Lease".

1. LANDLORD:

The Landlord(s) and/or agent(s) is/are:
PURGATOIRE RIVER LLC (Owner)
and will be referred to in this Lease Agreement as "Landlord."

2. TENANT:

The Tenant or Tenants are
DESSIMALS, INC
and will be referred to as either "Tenant" or "Tenant(s)" in this Lease.

If Tenant is a corporation, limited liability company, limited liability partnership, or any other business entity, each individual signing this Lease on behalf of Tenant warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the business entity, and that this Lease is binding on Tenant in accordance with its terms.

Personal guarantees must be signed by the following guarantors:
KEN WALLER, KAREN WALLER

3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the leased premises located at 137 Cedar St Trinidad, CO, 81082, described as a(n) Warehouse will be referred to in this Lease as either "Leased Premises" or "Rental Property".

A. The specific area, measurement and dimension to be used as the Leased Premises is described as: 21000 sf including basement
B. Landlord hereby leases to Tenant, subject to the terms and conditions of this Lease, the Leased Premises. The Leased Premises shall include all that space enclosed by and including the top surfaces of the subfloor and bottom surfaces of the ceiling and interior surfaces of all demising walls.

4. USE OF LEASED PREMISES:

A. Tenant agrees that the Leased Premises will be used only as follows: Tenants will be allowed in building with agent and no changes are to be made to the property until the property closes.
B. The Tenant is responsible for all permits, licenses and zoning approvals relating to the Tenant's business and the Tenant indemnifies the Landlord of all liability, costs, and/or fees associated with this business.
C. Tenant must obtain written permission to erect or place any sign on or about the Leased Premises.
D. Tenant shall neither injure or deface the Leased Premises or Common areas or permit any storage of inflammable substances. Tenant shall not create a nuisance, intolerable noise or odor within or from the Leased Premises, nor permit any use of the Leased Premises which is offensive or is liable to render necessary alterations to any part of the Leased Premises.

5. TERM OF LEASE:

A. The Landlord shall lease to the Tenant the Leased Premises for the initial term ("Initial Term") beginning on March 15, 2015 and ending at midnight on June 30, 2016.
B. Landlord's best efforts shall be put forth to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to provide the Leased Premises at the beginning of the Lease term, rent shall abate for the period of delay. Tenant shall make no other claim against the Landlord for any such delay.
C. Prior to the expiration of this lease, Landlord may place upon the premises any usual "To Let" and, "For Lease" signs. During the final three (3) months of this Lease term, the Landlord shall be permitted to show prospective tenants the Leased Premises upon giving Tenant at least twenty-four (24) hours' advance notice.

COMMERCIAL LEASE PACKAGE

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D. LEASE IS GOOD FOR THE DURATION OF THE LICENSING FOR THE MARIJUANA BUSINESS THAT WILL BE TAKING PLACE THERE HOWEVER THE LEASE CAN BE TERMINATED WITH A 30 DAY WRITTEN NOTICE SHOULD AN OFFER TO PURCHASE BE ACCEPTED.

RENT CHECKS AND SEC DEP TO BE MADE OUT TO PURGATOIRE RIVER LLC AND SENT TO TOM ORTIZ - MAILED TO 15801 HWY 239, TRINIDAD CO 81082 SEC DEP WILL BE HELD IN A SEPATATE ACCT MONIES FROM RENTS WILL BE APPLIED TO BUYERS MONIES DUE TOWARDS PURCHASE FOR THE FIRST 3 MONTHS ONLY. IF THE BUYER DOES NOT CLOSE AS SCHEDULED THE MONIES WILL BE KEPT BY PURGATOIRE RIVER LLC AS RENT AS LEASE SPECIFIES.

TENANT TO INSURE BUILDING AND SELF BY APRIL 1, 2015 LANDLORD WILL PAY UTILITIES FOR THE FIRST 3 MONTHS

6. OPTION TO RENEW:

A. At the end of the Initial Term, this lease will continue in full force and effect on a month to month basis unless Tenant or Landlord provides written notice to the other party at least 30 days before the end of the Term (including any exercised renewal or extension thereof) to terminate the Lease.

7. RENT:

A. Tenant shall pay to the Landlord the total amount of $0.00 which shall be paid in installments every month on the 1st of the month, in the amount of $1,500.00 referred to in this lease as "Base Rent".
B. Rent payments shall be made payable to: PURGATOIRE RIVER LLC
C. Rent payments shall be made to the Landlord at the following address: 136 Elm Street Trinidad, CO, 81082.
Rent payments shall be considered paid on the date received by the Landlord. It is the Tenant's responsibility to ensure rent is received timely.
D. Rent payments shall be paid by Cash, and/or Certified Check, and/or Money Order, and/or Personal Check.
E. All costs and expenses incurred of every kind and nature that is the responsibility of the Tenant during the term of the Lease or any renewal thereof (as described in this Lease) including the operating, managing, equipping, lighting, repairing, maintaining the Leased Premises including the common areas including but not limited to common parking and ingress and egress areas, of the Leased Premises shall be considered "additional rent". Additionally, such costs and expenses may include, but shall not be limited to: utilities, lighting the common areas, if any, cleaning costs, expenses of planting, replanting and replacing flowers, landscaping, water and sewerage charges, premiums for liability and property damage, and fees for required licenses and permits, and any late fee or returned payment fee.

8. SECURITY DEPOSIT:

A. The Tenant(s) shall pay to the Landlord a Security Deposit of $1,500.00. The Security Deposit deposited by Tenant with Landlord shall be held by Landlord as security for the faithful performance by Tenant of all of the terms of this Lease.
B. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use or retain all or part of this Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or retained, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to increase the Security Deposit to its original amount.
C. If Tenant shall fully and faithfully perform every provision of the Lease to be performed by it, the Security Deposit, or any balance thereof shall be returned to Tenant after the expiration of the Lease in accordance with the laws of Colorado.
D. In the event of termination of Landlord's interest of this Lease, Landlord shall transfer the Security Deposit to Landlord's successor in interest and Landlord shall thereupon be released by Tenant from all liability for the return of the Security Deposit; and Tenant agrees to look solely to Landlord's successor in interest for the return thereof.

9. SURRENDER OF THE LEASED PREMISES:

A. At the end of this Lease or any renewal thereof, Tenant must vacate and shall immediately and peacefully surrender and return to the Landlord the possession of the Leased Premises. Tenant shall peaceably surrender the Leased Premises to Landlord on the date the Lease shall expire in as good condition as when Tenant took possession less normal wear and tear. On the Expiration Date Tenant shall surrender all keys to the Leased Premises. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind.

B. All movable partitions, business and trade fixtures, machinery and equipment, which is not provided or installed by the Landlord, as well as any other articles of the Tenant's movable personal property shall be removed from the Leased Premises without causing any damage to the Leased Premises or any surrounding or common areas. In the event that such removal causes any damage to the Leased Premises, or any surrounding or common areas, the Tenant is fully responsible for repair or replacement and shall promptly repair or replace any damages to the Landlord's satisfaction. Tenant's failure to repair or replace any damage to the Landlord's satisfaction will result in charges made against any security deposit held and/or Tenant being billed in full for repairs or replacement.

C. If Tenant abandons or surrenders the Leased Premises, or is dispossessed, any of Tenant's Property left on the Leased Premises shall be deemed to be abandoned, and at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove any part of such Tenant's Property, the cost of removal, including repairing any damage to the property caused by such removal, shall be paid by Tenant.

10. HOLDING OVER:

A. Tenant agrees that if for any reason Tenant or any subtenant of Tenant shall fail to vacate and surrender possession of the Premises or any part thereof on or before the expiration or earlier termination of this Lease and the Term, then Tenant's continued possession of the Premises shall be as a month-to-month tenancy, during which time, without prejudice and in addition to any other rights and remedies Landlord may have hereunder or at law, Tenant shall:

(1). pay to Landlord an amount (the "Holdover Amount") equal to 50 percent of the Base Rent in addition to the regularly recurring Rent payable hereunder prior to such termination and

(2). comply with all other terms and conditions of this Lease.

The provisions of this section shall not in any way be deemed to

(i). permit Tenant to remain in possession of the Premises after the Expiration Date or sooner termination of this Lease or

(ii). imply any right of Tenant to use or occupy the Premises upon expiration or termination of this Lease and the Term, and no acceptance by Landlord of payments from Tenant after the Expiration Date or sooner termination of the Term shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this section.

Landlord waives no rights against Tenant by reason of accepting any holding over by Tenant, including without limitation the right to terminate such month-to-month tenancy as provided by law at any time after the expiration of the Term and any right to damages in the event that Tenant's holding over causes Landlord to suffer any loss. Tenant's obligations under this section shall survive the expiration or earlier termination of this Lease.

B. Notwithstanding anything herein to the contrary, Tenant shall indemnify and save Landlord harmless against all costs, claims, loss or liability resulting from delay by Tenant in surrendering the Premises upon expiration or sooner termination of the Term, including, without limitation, any claims made by any succeeding tenant founded on such delay or any lost profits, losses, costs, expenses or liability payable to such tenant as a result thereof.

11. CHANGE OF TERMS:

This Lease may not be changed, modified, terminated or discharged, in whole or in part, except by a writing, executed by both Landlord and Tenant.

12. LATE FEES:

A. Tenant shall pay the rent and all other sums due on the date and time specified in this Lease without fail, set-off, deduction or counterclaim. If the rent and all other sums that are due are not received by Landlord within 5 days after they become due, Tenant shall pay a late fee of $15.00 per day for each day the rent and all other sums remain unpaid.

B. Tenant shall pay the rent and all other sums due on the date and time specified in this Lease without fail, set-off, deduction or counterclaim. If the rent and all other sums that are due are not received by Landlord within 5 days after they become due, Tenant shall pay a late fee of 25% on each dollar of rent and all other sums that are unpaid.

C. Late fee shall be deemed additional rent for all purposes and is not intended to constitute a penalty, but is a reasonable approximation of the damage incurred by the Landlord for late payment, the amount which is agreed by the landlord and tenant to be difficult or impossible to specifically determine. If Landlord shall at any time or times accept rent or rent charges after the same shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any other Landlord's rights. Tenant agrees that any charge or payment herein reserved, included or agreed to be treated or collected as rent may be proceeded for and recovered by Landlord in the same manner as rent due and in arrears and in accordance with the laws of Colorado.

13. RETURNED PAYMENTS:

A. A Returned Payment Fee of $25.00 will be added for any returned payments. A Personal Check will not be accepted as payment to replace a returned payment.

B. A Returned Payment fee shall be deemed additional rent for all purposes and is not intended to constitute a penalty, but is a reasonable approximation of the damage incurred by the Landlord for the return of the payment by the financial institution, the amount which is agreed by the Landlord and Tenant to be difficult or impossible to specifically determine.

C. If the financial institution returns your rental payment and thereby causes the rental payment to be late, a late fee will be due as specified in this Lease.

14. SUBLEASING AND ASSIGNMENT:

A. Any assignment of this Lease or sublease of all or any part of the Leased Premises shall be prohibited, constitute a default of this Lease and shall be deemed void unless approved by Landlord in writing. Landlord shall have the right to grant, condition or withhold his/her approval for any reason or no reason.

B. If this Lease is assigned by Tenant, or the Leased Premises are encumbered, then Landlord may, in the event of a default of this Lease, collect rent from the assignee, subtenant or occupant, and apply the amount collected to Base Rent and Additional Rent. No assignment, subletting, occupancy or collection shall be deemed a waiver by Landlord of the provisions of this Lease, the acceptance by Landlord of the assignee, subtenant or occupant as a tenant, or a release by Landlord of the Tenant from the further performance by Tenant of its obligations under this Lease. The consent by Landlord to any assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting.

15. INSURANCE:

A. If the Tenant has valid and collectible insurance for any loss which Landlord also maintains insurance for, Tenant's insurance shall be considered primary Insurance. The Landlord's insurance in this instance shall be considered excess insurance only and Landlord and/or Landlord's insurance company shall have no duty to defend against any suit if the Tenant's insurance company has a duty to defend against that suit. Tenant understands that the Landlord is not responsible for any damage to or loss of the Tenant's property.

B. When the Landlord's insurance is excess insurance, the Landlord's insurance will only pay the amount of the loss if any, that exceeds the total amount that the Tenant's insurance would pay for the loss in the absence of the Landlord's insurance.

C. Landlord and Tenant hereby release each other from any and all liability or responsibility to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property covered by any fire and extended coverage insurance then in force, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only to the extent of and with respect to any loss or damage occurring during such time as the policy or policies of insurance covering the loss shall contain a provision to the effect that this release shall not adversely affect or impair the insurance or prejudice the right of the insured to recover. If at any time the fire insurance carriers issuing fire insurance policies to Landlord or Tenant shall exact an additional premium for the inclusion of such or similar provisions, the party whose insurance carrier has demanded the premium referred to as the "Notifying Party" shall give the other party notice. In such event, if the other party requests, the Notifying Party shall require the inclusion of such or similar provisions by its fire insurance carrier, and the requesting other party shall reimburse the Notifying Party for any such additional premiums for the remainder of the term of this Lease. If at any time any such insurance carrier shall not include such or similar provisions in any fire or extended coverage insurance policy, then, as to loss covered by that policy, the release set forth in this Section shall be deemed of no further force or effect. The party whose policy no longer contains such provision shall notify the other party that the provision is no longer included in the policy, but a failure or delay in giving such notice shall not affect such termination of the release set forth in this Section. During any period while the foregoing waivers of right of recovery are in effect, the party for whom such waivers are in effect shall look solely to the proceeds of such policies to compensate itself for any loss occasioned by fire or other casualty which is an insured risk under such policies.

D. Tenant's failure to meet any of the insurance requirements set forth herein shall constitute a default of this Lease.

16. INDEMNIFICATION:

Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims arising in connection with (1) Tenant's use of the Leased Premises and the Property or; (2) from any activity, carried out in or about the Leased Premises; (3) from any breach or default in the performance of any obligation by or of Tenant's agents, contractors or employees and for, from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause other than the acts or neglect of Landlord, and Tenant hereby waives all claims with respect thereof against Landlord. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Leased Premises, Building or Property.

17. TAXES:

A. Tenant shall pay to the Landlord as additional rent, the Tenant's proportionate share of real estate taxes. The term "real estate taxes" shall mean the amount by which the real estate taxes are assessed against the real estate of which the Leased Premises is a part, including the building, the underlying land and associated air rights, for each tax year during the term of this Lease based on the actual invoice from the County, City, Township, School district or other governmental authority. The tax year is defined as applied to this Lease to mean a twelve month period commencing on January 1 or such other date as the County, City, Township, School district or other governmental authority may adopt as the commencement of the twelve month period for which real estate taxes are payable. Tenant's proportionate share of real estate taxes shall be paid by the Tenant within fifteen (15) days after Tenant receives from the Landlord a statement showing the amount of annual real estate taxes and the Tenant's proportionate share of such taxes.

B. Landlord reserves the right to bill the Tenant on a monthly basis, one twelfth of the taxes as would be payable for the current tax year.

C. In the case of failure of the Tenant to make any of the payments for real estate taxes as due and payable under this Lease, the Landlord may but shall not be required to pay the amount due with any penalty and interest, if any. The amount paid by the Landlord shall then become due and payable by the Tenant to the Landlord with interest thereon at of the 10% per annum and shall become due as part of the next installment of rent.

18. UTILITIES:

A. Tenant is responsible for the following utilities: Electricity, Water, Gas, Trash and Recycling, and Sewer ("utility" or "utilities") and is required to register the utilities in Tenant(s) name. Tenant understands and agrees that these essential utilities are to be maintained and operational at all times. Proof of payment shall be given to the Landlord on demand.

19. REPAIRS:

A. Tenant shall be responsible for all repairs needed on or about the Leased Premises.

B. Tenant is responsible and liable for any cost associated with a repair needed that is caused by the Tenant, Tenants guests or invitees.

C. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.

20. SERVICES AND COMMON AREA MAINTENANCE:

A. Tenant(s) is/are responsible for the following services in and around the Leased Premises: stocking restroom supplies, trash removal, window washing, pest control, and general cleaning and maintenance inside the Leased Premises.

B. Tenant will maintain and clean all indoor common areas in the building.

C. Tenant will maintain and clean all outdoor common areas on the building's grounds (including snow/ice removal, landscaping/mowing, etc).

D. Tenant expressly waives and releases Landlord from all liabilities, claims, suits, judgments, costs, expenses and damages (including consequential damages) arising out of the failure of any utility or services for the Leased Premises. Tenant agrees that the Landlord has no obligation to provide all or any of the utility systems.

E. Tenant must abide by all local recycling regulations.

F. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated or any of Tenant's obligations be reduced by reason of:

(1). the installation, use or interruption of use of any equipment in connection with the furnishings of any of the foregoing services,

(2). failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or by any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Property, or

(3). any limitation, or restrictions on use of, water or electricity serving the Leased Property. Landlord shall not be liable under any circumstances for a loss or injury to Property or business, arising in connection with or incidental to any failure to furnish any such services.

21. LANDLORD'S IMPROVEMENTS AND ALTERATIONS:

A. Landlord shall not be required to make any additions or improvements. Removal or changes to of any of the listed additions or improvements by the Tenant must have the advance written approval of the Landlord. The improvements listed are the property of the Landlord and the Tenant is responsible to return them as they were at the beginning of this Lease. The Tenant is responsible for ANY damage to these items.

B. No promise of Landlord to alter, remodel, repair or improve any part of the Leased Premises or common areas and no representation, express or implied, respecting any matter related to the Property of this Lease (including, without limitation, the condition of any part of the Property) has been made to Tenant by Landlord or Landlord's broker or rental agent, other than as may be contained in this Lease Agreement. Tenant accepts the Leased Premises in "as is" condition except for the items listed herein.

22. TENANT'S IMPROVEMENTS AND ALTERATIONS:

A. Tenant, at Tenant's expense, shall have the right following the Landlord's consent to remodel, redecorate and make additions, improvements, and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures, temporary installations whether acquired by the Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant subsequently, shall remain the Tenant's property free and clear of any claim by the Landlord. Tenant shall have the right to remove the same at any time during the term or at the end of this Lease provided that ANY and ALL harm or damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

B. Tenant must have written approval before installing or supplying any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the tenant. Tenant agrees he/she is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

23. NO LIENS:

Tenant shall keep Tenant's leasehold interest, and any improvements which are or become the property of Landlord under this Lease, free and clear of any attachment of judgment lien. Before the actual commencement of any work for which a lien or a claim of a lien may be filed, Tenant shall give Landlord at least ten (10) days prior written notice of the intended commencement date and Landlord shall have the right to enter the Leased Premises and post such notices of non-responsibility for Tenant's work at any reasonable time. Tenant shall, within five (5) days after the attachment of any lien or claim of lien, pay and discharge, or secure the release from the Leased Premises of any lien or claim of lien; Tenant shall promptly indemnify Landlord from and against all loss, cost, damage, injury or expense in connection with any such lien or claim of lien, including, without limitation, reasonable attorney's fees. In addition, Tenant agrees that no security agreement, whether by way of conditional bill of sale, chattel mortgage or instrument of similar import, shall be placed upon any improvement at the Premises which is affixed to the Real Property.

24. CONDITION OF PROPERTY:

Tenant acknowledges that the Leased Premises are in acceptable condition upon the execution of this Lease. Tenant(s) agree that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.

25. DESTRUCTION OR DAMAGE:

A. If any portion of the Leased Premises or common areas necessary for Tenant's occupancy is damaged by fire, or other casualty, Landlord shall, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect. If such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the rent shall be abated to the extent Tenant's use of the Leased Premises is impaired, based upon the reasonable relative value to Tenant that the damaged space bears to the value of Tenant's total Leased Premises, commencing with the date of damage and continuing until substantial completion of the repairs required of Landlord.

B. If, in Landlord's opinion, such repairs cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated to the extent Tenant's use of the Leased Premises is impaired, based upon the reasonable relative value to Tenant that the damaged space bears to the value of Tenant's total Leased Premises, commencing with the date of damage and continuing until substantial completion of the repairs required of Landlord.

C. Tenant shall be responsible at its sole cost for the restoration and replacement of any other Leasehold Improvements and Tenant's property. Landlord shall not be liable for any loss of business, loss of Tenant's personal property, inconvenience or annoyance arising from any fire or other casualty or any restoration of any portion of the Property arising from fire or other casualty.

D. If such damage is the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, Rent shall not be abated, and Tenant shall pay Landlord for repairs and for all costs associated with such damages, including but not limited to the loss of all rental income from all tenants of the Property as the result of such damage.

26. RIGHT OF ENTRY:

Tenant shall permit Landlord or Landlord's agents to enter upon the Leased Premises at reasonable times and upon reasonable notice, for the purpose of inspecting and making repairs and will permit Landlord at any time within 24 hours with reasonable notice. In the event of an emergency Landlord reserves the right to enter the Leased Premises without notice.

27. CHANGES REQUESTED BY LENDER:

When applicable, neither Landlord nor Tenant shall unreasonably withhold consent to changes to this Lease requested by the lender on Landlord's interest, so long as these changes do not materially alter the basic business terms of this Lease.

28. CHOICE OF LAW:

This Lease shall be construed and enforced in accordance with the laws of Colorado.

29. EXECUTION OF LEASE:

The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation or option for Tenant to lease, or otherwise create any interest of Tenant in the Leased Premises or any other premises within the Building or Property. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant. The parties agree to promptly sign all documents reasonably requested to give effort to the provisions of this Lease.

30. ABANDONMENT:

In the event that tenant vacates the premises without notifying the Landlord, the premises is then considered to be abandoned and tenant is in default of this Lease agreement. Specifically, Tenant shall (unless Landlord shall have directed Tenant not to remove such items) reimburse Landlord, as Additional Rent within thirty (30) days after demand, for Landlord's reasonable, actual out-of-pocket costs incurred in connection with removal of Tenant's property and restoration of the premises. Landlord's acceptance of a subtenant or replacement tenant in case of abandonment shall not constitute a waiver of rights against the original tenant. In case of abandonment, Tenant may be responsible for damages and losses allowed by federal, state and local regulations.

31. LANDLORD'S REMEDIES:

If the event of a default of this Lease, the Landlord may in addition to any other remedies or options set by law pursue any or all of the following remedies concurrently or successfully, as follows:

A. Landlord may terminate this Lease and take possession of the Leased Premises without prior notice or demand.

B. In addition to any Rent and other charges already due and payable, the Rent for the entire unexpired balance of the term of this Lease and any other charges, costs and expenses herein agreed to be paid by Tenant shall be due and payable immediately as if by the terms of this Lease such Rent, charges, costs and expenses were on that day due and payable in full, in accordance with and to the extent permitted by the laws of Colorado.

C. Landlord shall to the extent permitted by law, have the right to proceed by distress and sale of Tenant's property for Rent and other amounts due hereunder. During the term hereof, Landlord shall have a lien on all of Tenant's personal property, fixtures and equipment in the Leased Premises, as security for Rent and all other charges payable hereunder.

D. Tenant expressly waives any right of redemption or for the restoration of the operation of this Lease under any present or future law if Tenant shall be dispossessed for any cause, or if Landlord shall obtain possession of the Leased Premises as herein provided.

E. Landlord may, at any time, cure the default of Tenant and at the expense of Tenant. Tenant shall pay, with interest at the maximum legal rate, on demand, to Landlord, the amounts so paid, expended or incurred by Landlord and any expense of Landlord including attorneys' reasonable fees incurred in connection with the default and as permitted by law.

F. The rights and remedies of Landlord set forth herein shall be in addition to any other rights or remedies now or hereafter provided by the laws of Colorado. All such rights and remedies shall be cumulative and not exclusive of each other. Landlord may exercise such rights and remedies at such times, in such order, to such extent, and as often as Landlord deems advisable with regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a right or remedy shall not preclude a further exercise thereof or the exercise of another right or remedy from time to time. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of or acquiescence to a default. No waiver of default shall extend to or affect any other default or impair any right or remedy with respect hereto. No action or inaction by Landlord shall constitute a waiver of a default. No waiver of a default shall be effective unless it is in writing.

32. WAIVER:

The receipt and acceptance by Landlord of delinquent rent plus late charges and service fees shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Leased Premises, shall constitute an acceptance of the surrender of the Leased Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Leased Premises and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

33. SUBORDINATION:

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land, that Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

34. CONDEMNATION:

If the whole or any part of the leased premises is taken by any authority having power of condemnation, this Lease agreement will end. Tenant shall peaceably vacate the premises, removing all personal property and the lease terms will no longer apply. Tenant, however is responsible for all rent and charges until such time that tenant vacates.

35. BINDING EFFECT:

All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties.

36. MISREPRESENTATION:

A. If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a default of the lease.

37. PRIOR AGREEMENTS; AMENDMENTS:

This lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

38. SEVERABILITY:

Each term, remedy, provision, condition, obligation and/or waiver contained in this Lease, or any amendment or supplement hereto, is a separate and distinct covenant and, if any such term, remedy, provision, condition, obligation and/or waiver is declared unenforceable or unconstitutional, or invalid by any court of competent jurisdiction or by any act of Congress or by any other governmental authority, such decision, statute, ordinance or regulation will not affect in any manner the enforceability or validity of any other term, remedy, provision, condition, obligation and/or waiver contained herein, and they will remain in full force, virtue and effect. Therefore, it will not cancel or void the rest of the Lease Agreement. The remainder of the Lease will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

39. FORCE MAJEURE:

Any prevention or delay or stoppage of work to be performed by Landlord or Tenant which is due to labor disputes, inability to obtain labor, material or equipment, acts of God, governmental regulations, judicial orders, hostile government actions, civil commotion, fire or other casualty, or other cause beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention or delay or stoppage. Nothing in this Article shall excuse or delay Tenant's obligation to pay rent or other charges under this Lease.

40. SPECIAL TERMS AND CONDITIONS:

The Landlord and Tenant agree to the following extra services, charges and/or special terms:
This lease will end upon closing and transfer of deed. All security deposits and rents to be applied to sales price. Should the property not close by June 1, 2015 then tenant loses the monies paid for rent to the sellers.

41. RULES AND REGULATIONS:

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations and with such reasonable modifications and additions that the Landlord may make from time to time. Landlord shall not be responsible for any violation of such rules and regulations by other tenants or occupants of the Building or Property.

A. Late fees are strictly enforced and any unpaid fees will not be waived.

B. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
C. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
D. The Tenant shall abide by all Federal, State, and Local laws.
E. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
F. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
G. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
H. The Tenant agrees to test carbon monoxide detector(s) periodically as well as maintain operational batteries at all times. The Tenant must report immediately to the Landlord any malfunction with carbon monoxide detector(s).

42. ADDENDA:

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement: If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

A. Smoke-Free Property Addendum
B. Smoke-Free Property Addendum
C. Personal Guarantee

43. NOTICES:

A. Any notice, required by the terms of this Lease Agreement shall be in writing.
B. Notices sent to Landlord may be sent to the following:
   I. 136 Elm Street, Trinidad, CO, 81082
   II. Email: monicaviolante@hotmail.com
C. Written correspondence to Tenant shall be mailed to: 137 Cedar St Trinidad, CO, 81082.
D. Notices may be given by either party to the other, or any other manner provided for by law, in any of the following ways:
   I. First Class USPS Mail.
   II. Personal Delivery.
   III. by sending said notice by certified or registered mail, return receipt requested.
   IV. Email.
E. If Landlord sends the notice by certified, registered mail or regular mail, it will be considered received on the date the Tenant signs for it, or FIVE (5) days after it was mailed, whichever occurs first.

44. PARAGRAPH HEADINGS, CAPTIONS AND SECTION NUMBERS:

The captions, paragraph headings and section numbers appearing within the body of this Lease have been inserted as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Lease. They are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

45. ENTIRE AGREEMENT:

A. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the leased premises. There are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

NOTICE: This is an important **LEGAL** document.

- You may have an attorney review the Lease Agreement prior to signing it.
- You are giving up certain important rights.
- If the Landlord fails to enforce any provision of this Lease Agreement it is not a waiver of any future default or default of the remaining provisions. Landlord's acceptance of rental payments is not a waiver of any default by the Tenant.
- Time is of the essence in this Lease.
- You are waiving your right to have a notice sent to you before the Landlord starts court action to recover possession for nonpayment of rent or any other reason.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Lease on this date of March 13, 2015.

Tenant's Signature: Kurt Walk Date: 3/16/15

Landlord/Agent Signature: _____ Date: _____

UTILITY COMPANY INFORMATION

As a courtesy, we are providing the utility company information for the property to assist you with moving in.

IMPORTANT:

Before the Lease begins and/or you move in, you must contact the utility companies to activate service. The Tenant may not move in until the utilities are registered in their name. If the Tenant fails to activate any utility services before the Lease begins, the Tenant will be responsible for re-lighting any of the Gas pilots and for all Tenant utility charges.

The Tenant is responsible for all utility activation fees.

Please take the time to locate and familiarize yourself with the location of the gas and water shutoff valves and the electric fuses and/or breakers.

City of Trinidad
135 N. Animas Street
Trinidad, CO 81082
Phone: (719) 846-9843 or 846-2266
http://www.historictrinidad.com

Find USPS change-of-address forms at http://moversguide.usps.com.

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SMOKE-FREE PROPERTY ADDENDUM

Landlord: PURGATOIRE RIVER LLC
Tenant: DESSIMALS, INC
Leased Premises: 137 Cedar St, Trinidad, CO 81082

This Smoke-Free Property Addendum is incorporated into and made part of the lease agreement (Lease) executed by and between PURGATOIRE RIVER LLC (Landlord) and the DESSIMALS, INC (Tenant) for the Leased Premises located at 137 Cedar St, Trinidad, CO 81082.

The Landlord has implemented a "No Smoking" policy due to the known health effects of secondhand smoke, increased costs incurred due to additional maintenance and cleaning, fire risks, and higher insurance costs associated with permitted smoking in the building.

For this Smoke-Free Property Addendum, smoking is defined as inhaling, breathing, or carrying and lit cigarette, cigar, pipe or other tobacco or non-tobacco smoked product in any form, legal and illegal.

The Tenant(s), occupants, and Tenant's invitees and guests acknowledge the Leased Premises are designated as a smoke-free living space. No smoking anywhere within the rental unit is permitted. Where applicable, smoking shall not be permitted in any common areas, including but not limited to hallways, adjoining grounds, balconies and/or patios.

Tenant(s) acknowledges that the Landlord does not promise or guarantee of a smoke-free living space. Additionally, Tenant(s) acknowledges that Landlord's implementation of a smoke-free living space does not make the Landlord responsible for the Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord will try to enforce the terms within this Smoke-Free Property Addendum with the Lease to create a smoke-free environment.

Tenant accepts that Landlord has limited ability to police, monitor, or enforce the terms of this Smoke-Free Property Addendum. Tenant understands enforcement depends upon the compliance of the Tenant(s), occupants, Tenant's guests and invitees. Landlord puts on notice any Tenant(s) with respiratory illnesses, diseases, allergies, or any other physical or mental condition relating to the effects of smoke that the Landlord assumes no greater duty of care to enforce this Addendum than any other landlord obligation under the Lease.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the Lease. If a default occurs, the Landlord may initiate legal proceedings under all applicable laws and regulations to evict or have the Tenant removed from the Leased Premises and seek judgment against the Tenant for any monies owed to the Landlord because of the Tenant's default.

Tenant's Signature: Kent Walk Date: 3/16/15

Tenant's Signature: Kent Walk Date: 3/16/15

Tenant's Signature: Kent Walk Date: 3/16/15

Tenant's Signature: Kent Walk Date: 3/16/15

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PERSONAL GUARANTEE

Tenant: DESSIMALS, INC
Leased Premises: 137 Cedar St, Trinidad, CO 81082
Guarantor: KEN WALLER
Guarantor's Address:

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by and between PURGATOIRE RIVER LLC (Landlord), the DESSIMALS, INC (Tenant) and KEN WALLER (Guarantor) for the Leased Premises located at 137 Cedar St, Trinidad, CO 81082.

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged the parties agree that:

1. Guarantor personally guarantees the payment to Landlord of all rents, charges, and fees due to Landlord under the Lease. This includes all costs incurred by Landlord, including attorney's fees, pertaining to the enforcement of Tenant's obligations under the Lease as well as Guarantors obligations under this Guaranty.

2. Guarantor personally guarantees the performance of all the requirements, terms, conditions, and obligations under the Lease.

3. Any failure of Landlord to enforce any provision of the Lease or any part of this guarantee shall not be deemed a waiver of all the rights granted to Landlord herein or under the Lease.

4. Landlord retains the right to selectively and simultaneously enforce provisions of the Lease and this Guarantee. Landlord's failure to fully exhaust all remedies due under the lease shall not preclude enforcement of this Guarantee. Guarantor acknowledges he/she shall be obligated to Landlord irrespective of Landlord's potential alternate remedies under the Lease.

5. Guarantor understands and acknowledges that this Guarantee is a condition precedent to the execution of the lease, that Landlord agrees to enter into the lease because of Guarantor's obligations and agreements stated herein.

6. This Guarantee shall not be released, modified or affected by any assignment of the Lease, even if such an assignment is conducted outside of the Lease or by court order.

7. If any part of this guaranty is found to be unenforceable, it shall not effect the remainder of Guarantor's obligations set forth herein.

8. This agreement shall be construed in accordance with the laws of Colorado Any dispute under this agreement shall be brought in a court of competent jurisdiction in Colorado.

Guarantor's Signature: Ken Waller Date: 3/16/15

Landlord's Signature: _____ Date: 3/13/15

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State of Colorado
County of Jefferson
The foregoing instrument was acknowledged before me on this 16th day of March 20 15
by Kenneth S Waller
who is personally known to me or has produced Colorado Driver's License as identification

Notary's Signature

JENELL STEVENSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954014536
MY COMMISSION EXPIRES JANUARY 31, 2017

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Colorado
County of Larimer } ss.

On this the 13th day of March, 2015, before me,
Day Month Year
Garrett Carmack, the undersigned Notary Public,
Name of Notary Public
personally appeared Neal Spencer Jr,
Name(s) of Signer(s)

☐ personally known to me – **OR** –

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

GARRETT CARMACK
Notary Public
State of Colorado
Notary ID 20124066903
My Commission Expires Oct 17, 2016

Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Commercial Lease Package Personal Guarantee

Document Date: 3/15/2015 Number of Pages: 17

Signer(s) Other Than Named Above:

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INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Colorado
County of Larimer } ss.

On this the 13th (Day) day of March (Month), 2015 (Year), before me, Garrett Carmack (Name of Notary Public), the undersigned Notary Public, personally appeared Neal Spencer Jr (Name(s) of Signer(s)),

☐ personally known to me – **OR** –

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

GARRETT CARMACK
Notary Public
State of Colorado
Notary ID 20124066903
My Commission Expires Oct 17, 2016

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PERSONAL GUARANTEE

Tenant: DESSIMALS, INC
Leased Premises: 137 Cedar St, Trinidad, CO 81082
Guarantor: KEN WALLER
Guarantor's Address:

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by and between PURGATOIRE RIVER LLC (Landlord), the DESSIMALS, INC (Tenant) and KEN WALLER (Guarantor) for the Leased Premises located at 137 Cedar St, Trinidad, CO 81082.

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged the parties agree that:

1. Guarantor personally guarantees the payment to Landlord of all rents, charges, and fees due to Landlord under the Lease. This includes all costs incurred by Landlord, including attorney's fees, pertaining to the enforcement of Tenant's obligations under the Lease as well as Guarantors obligations under this Guaranty.

2. Guarantor personally guarantees the performance of all the requirements, terms, conditions, and obligations under the Lease.

3. Any failure of Landlord to enforce any provision of the Lease or any part of this guarantee shall not be deemed a waiver of all the rights granted to Landlord herein or under the Lease.

4. Landlord retains the right to selectively and simultaneously enforce provisions of the Lease and this Guarantee. Landlord's failure to fully exhaust all remedies due under the lease shall not preclude enforcement of this Guarantee. Guarantor acknowledges he/she shall be obligated to Landlord irrespective of Landlord's potential alternate remedies under the Lease.

5. Guarantor understands and acknowledges that this Guarantee is a condition precedent to the execution of the lease, that Landlord agrees to enter into the lease because of Guarantor's obligations and agreements stated herein.

6. This Guarantee shall not be released, modified or affected by any assignment of the Lease, even if such an assignment is conducted outside of the Lease or by court order.

7. If any part of this guaranty is found to be unenforceable, it shall not effect the remainder of Guarantor's obligations set forth herein.

8. This agreement shall be construed in accordance with the laws of Colorado Any dispute under this agreement shall be brought in a court of competent jurisdiction in Colorado.

Guarantor's Signature: _____ Date: _____

Landlord's Signature: _____ Date: 3/13/15

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Purgatoire River, LLC

To City of Trinidad, March 2, 2015

This letter is to inform you that Purgatoire River LLC, is aware the purchasers of our building on 137 W. Cedar St., Trinidad, CO are intending to use the this building for the use of retail, cultivation and manufacturing of infused products of cannabis.

Please let us know if you have any questions or require additional information.

Thank You,

Neal Spencer, Jr
Manager
Purgatoire River, LLC

Larimer County
Colorado

Acknowledement

3/13/2015

GARRETT CARMACK
Notary Public
State of Colorado
Notary ID 20124066903
My Commission Expires Oct 17, 2016

1820 NCR 23 Bellvue, CO 80512
Phone 970.416.5355 Fax 877.278.2344 Email neal@usa.net

Please include a typed self-addressed envelope

MUST BE TYPED
FILING FEE: $50.00
MUST SUBMIT TWO COPIES

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only 001

961029839 C $50.00
SECRETARY OF STATE
03-04-96 12:57

ARTICLES OF INCORPORATION

Corporation Name DESSIMALS, INC

Principal Business Address 8656 W. Progress Place, Littleton, CO 80123
(Include City, State, Zip)

Cumulative voting shares of stock is authorized. Yes ☒ No ☐

If duration is less than perpetual enter number of years --

Preemptive rights are granted to shareholders. Yes ☒ No ☐

Stock Information: (If additional space is needed, continue on a separate sheet of paper.)

Stock Class Common Authorized Shares 50,000 Par Value None

Stock Class _____ Authorized Shares _____ Par Value _____

The name of the initial registered agent and the address of the registered office is:(If another corporation, use last name space)

Last Name WALLER First & Middle Name BARBARA JEANNE

Street Address 8656 W. PROGRESS PLACE, LITTLETON, CO 80123
(Include City, State, Zip)

The undersigned consents to the appointment as the initial registered agent.

Signature of Registered Agent Barbara J. Waller

These articles are to have a delayed effective date of: _____

Incorporators: Names and addresses: (If more than two, continue on a separate sheet of paper.

NAME	ADDRESS
BARBARA J. WALLER	8656 W. Progress Place, Littleton, CO 80123
EDMUND H. WALLER	8656 W. Progress Place Littleton, CO 80123

Incorporators who are natural persons must be 18 years or more. The undersigned, acting as incorporator(s) of a corporation under the Colorado Business Corporation Act, adopt the above Articles of Incorporation.

TR

Signature Barbara J. Waller Signature Edmund H. Waller

COMPUTER UPDATE COMPLETE

Audra Garrett

From:	kwaller1459@comcast.net
Sent:	Tuesday, March 31, 2015 8:09 PM
To:	Audra Garrett
Cc:	Dantes, Ed
Subject:	Re: Corporate reports
Attachments:	Sale of stock-Barbara Waller.pdf; Sale of stock-Tyler Waller.pdf; statement of change-registered agent.pdf

Audra - This was my mom's business that has been inactive for several years after my mom retired. She kept it active with the state for the purpose of handing it down to the family. There has been no activity concerning the business so corporate reports were not filed. I attached two signed documents on the sale of stock. There is also a statement of change of registered agent on the website that I attached too. There is an amendment to the articles of incorporation on the state website.

Could you please send itemized receipts for each license and application fee that we paid. We will need that for the state. I read on the state website where the state is supposed to collect some of the city fees and they pay them when the state application is approved. I am not sure how that will work out since the Trinidad collected all of the fees. Hopefully it is not an issue with them but I have a feeling it might be. -Thanks for your help.
Ken

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From: "Audra Garrett" <audra.garrett@trinidad.co.gov>
To: kwaller1459@comcast.net
Sent: Friday, March 27, 2015 9:37:51 AM
Subject: Corporate reports

As I continue to look at your application I may contact you with further questions. I don't have copies of any of your corporate reports. They are required to be filed with the State's application and consequently are provided to the City as a required attachment. I went onto the Secretary of State's website and printed the original articles of incorporation and a statement of change to the principal address, but what I don't find is a filing that shows that Barbara Waller and Edmund Wallers's shares were transferred to Kenneth and Karen Waller or minutes or the like that show the current ownership and officer arrangement. Please advise.

Audra Garrett Asst. City Manager

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

May 5, 2011

Dessimals, Inc.

Memo to all stockholders:

The registered agent for Dessimals, Inc. is Tyler Paul Waller.

All stock has been surrendered to him for the purchase of $1.00.

Tyler Paul Waller has appointed Kenneth Scott Waller as vice president/treasurer. Any further changes will be noted on the proper documents.

Barbara Jeanne Waller

Barbara Jeanne Waller

5/12/2014

Dessimals Inc.

Memo to stockholders:

The registered agent for Dessimals Inc. is Kenneth Waller.

All stock has been surrendered to Kenneth Waller for the purchase price of $1.00.

Tyler Waller

Tyler P. Waller

Partnership Agreement

THIS PARTNERSHIP AGREEMENT is made this 3 day of February , 20 by and between the following individuals:

Kenneth Waller	Address: 11333 W Saratoga Pl City/State/ZIP: Littleton,CO 80127
Karen Waller	Address: 11333 W Saratoga Pl City/State/ZIP: Littleton,CO 80127

1. Nature of Business. The partners listed above hereby agree that they shall be considered partners in business for the following purpose:

Medical, Retail sales, cultivation, and product infusion of Cannabis

2. Name. The partnership shall be conducted under the name of Dessimals, Inc and shall maintain offices at [STREET ADDRESS], [CITY, STATE, ZIP].
11333 W Saratoga Pl Littleton,CO 80127

3. Day-To-Day Operation. The partners shall provide their full-time services and best efforts on behalf of the partnership. No partner shall receive a salary for services rendered to the partnership. Each partner shall have equal rights to manage and control the partnership and its business. Should there be differences between the partners concerning ordinary business matters, a decision shall be made by unanimous vote. It is understood that the partners may elect one of the partners to conduct the day-to-day business of the partnership; however, no partner shall be able to bind the partnership by act or contract to any liability exceeding $ 50,000 without the prior written consent of each partner.

4. Capital Contribution. The capital contribution of each partner to the partnership shall consist of the following property, services, or cash which each partner agrees to contribute:

Name Of Partner	Capital Contribution	Agreed-Upon Cash	% Share
Kenneth Waller	300,000	N/A	50%
Karen Waller	5,000	N/A	50%

The partnership shall maintain a capital account record for each partner; should any partner's capital account fall below the agreed to amount, then that partner shall (1) have his share of partnership profits then due and payable applied instead to his capital account; and (2) pay any deficiency to the partnership if his share of partnership profits is not yet due and payable or, if it is, his share is insufficient to cancel the deficiency.

5. Profits and Losses. The profits and losses of the partnership shall be divided by the partners according to a mutually agreeable schedule and at the end of each calendar year according to the proportions listed above.

6. Term/Termination. The term of this Agreement shall be for a period of 10 years, unless the partners mutually agree in writing to a shorter period. Should the partnership be terminated by unanimous vote, the assets and cash of the partnership shall be used to pay all creditors, with the remaining amounts to be distributed to the partners according to their proportionate share.

7. Disputes. This Partnership Agreement shall be governed by the laws of the State of Colorado. Any disputes arising between the partners as a result of this Agreement shall be settled by arbitration in accordance

with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

8. Withdrawal/Death of Partner. In the event a partner withdraws or retires from the partnership for any reason, including death, the remaining partners may continue to operate the partnership using the same name. A withdrawing partner shall be obligated to give sixty (60) days' prior written notice of his/her intention to withdraw or retire and shall be obligated to sell his/her interest in the partnership. No partner shall transfer interest in the partnership to any other party without the written consent of the remaining partner(s). The remaining partner(s) shall pay the withdrawing or retiring partner, or to the legal representative of the deceased or disabled partner, the value of his interest in the partnership, or (a) the sum of his capital account, (b) any unpaid loans due him, (c) his proportionate share of accrued net profits remaining undistributed in his capital account, and (d) his interest in any prior agreed appreciation in the value of the partnership property over its book value. No value for good will shall be included in determining the value of the partner's interest.

9. Non-Compete Agreement. A partner who retires or withdraws from the partnership shall not directly or indirectly engage in a business which is or which would be competitive with the existing or then anticipated business of the partnership for a period of N/A, in those N/A of this State where the partnership is currently doing or planning to do business.

IN WITNESS WHEREOF, the partners have duly executed this Agreement on the day and year set forth hereinabove.

Kent Wall
Partner 2/1/15

Karen L Wall
Partner 2/1/15

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,

DESSIMALS, INC

is a **Corporation** formed or registered on 03/04/1996 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 19961029839.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/18/2015 that have been posted, and by documents delivered to this office electronically through 06/19/2015 @ 14:23:31.

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 06/19/2015 @ 14:23:31 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9223727.

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."

E-Filed

Colorado Secretary of State
Date and Time: 02/28/2015 07:41 AM
ID Number: 20151149562

Document number: 20151149562
Amount Paid: $20.00

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

Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	19961029839 *(Colorado Secretary of State ID number)*
True name	DESSIMALS, INC
Form of entity	Corporation
Jurisdiction	Colorado.

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

   Lucky Monkey Buds.

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

   Medical and Retail sale and cultivation of Cannabis.

4. *(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.

5. *(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 are _____.
   (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 such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such 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 identified in this document as one who has caused it to be delivered.

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

Waller (Last) Kenneth (First) S (Middle) (Suffix)

11333 W Saratoga Pl
(Street number and name or Post Office Box information)

Littleton (City) CO (State) 80127 (Postal/Zip Code)

(Province – if applicable) United States (Country – if not US).

(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).

DR 0140 (02/16/11)
DEPARTMENT OF REVENUE
DENVER CO 80261-0013

STATE COLORADO

CITY TRINIDAD

Must collect taxes for:

SALES TAX LICENSE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
00979789-0001	05-0102-017			C	050115	Feb	19	15	2015

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION IN A CONSPICUOUS PLACE: DESSIMALS, INC
137 W CEDAR ST TRINIDAD CO 81082-1930

THIS LICENSE IS NOT TRANSFERABLE

DESSIMALS, INC
ATTN: KEN WALLER
11333 W SARATOGA PL
LITTLETON CO 80127-1276

Barbara J Brohl

Executive Director
Department of Revenue

▲ **Detach Here** ▲

Letter Id: L0032477632

Important Verification Process

If you are new to Colorado sales tax visit: *www.Colorado.gov/revenue/salestaxbasics*

VERIFY that all information on your sales tax license is correct. Modify and update any errors you identify on the Internet through Revenue Online. **Access your tax account, file returns, submit payments, verify sales tax licenses and view sales tax rates through Revenue Online** at *www.Colorado.gov/RevenueOnline*

All the information you need to register is on this document; have it with you before you begin. Follow these easy steps.

registered 3/2/15

1. Go to ***www.Colorado.gov/RevenueOnline***
2. Click on the **Sign Up (Individual or Business)** link on the right.
3. Click on **Continue.**

Now click on: **Enter Taxpayer Information.** Click on the down arrow in the Account Type list and select Other. Use the first 8-digits of the account number shown on your license. Complete the rest of the screen.

Next click on: **Enter Login Information** and complete the screen (this is information YOU get to create for the account).

Next click on: **Enter Account Information** and complete the screen.

Your Letter ID is: L0032477632

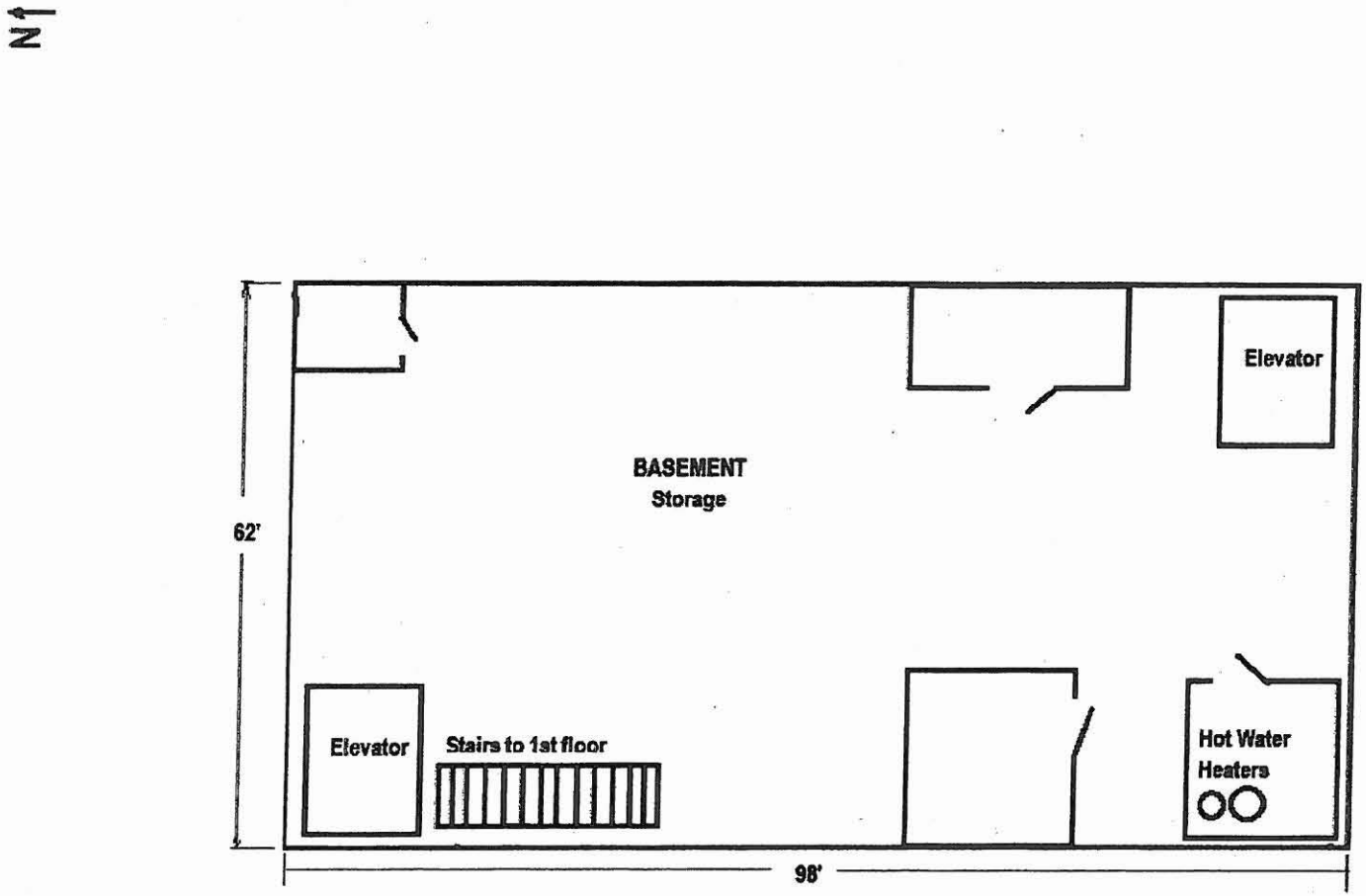
Then click the **Submit** button. You will see a confirmation page on your screen. You should receive a confirmation email from the Colorado Department of Revenue. If you do not, check your Junk email folder. Once you have your Authorization Code return to Revenue Online via the link in your email. Enter the Login ID and Password you created.

1. Click on the **Login** button.
2. Enter the Authorization Code from your email (first time only).
3. Click Login. You should then be in your account. NOTE: If you have additional tax types registered under the same Account Number, such as withholding, you will be able to view those tax types through the account. You do not need to create separate Login IDs and Passwords for each tax in your account.

Filing Returns

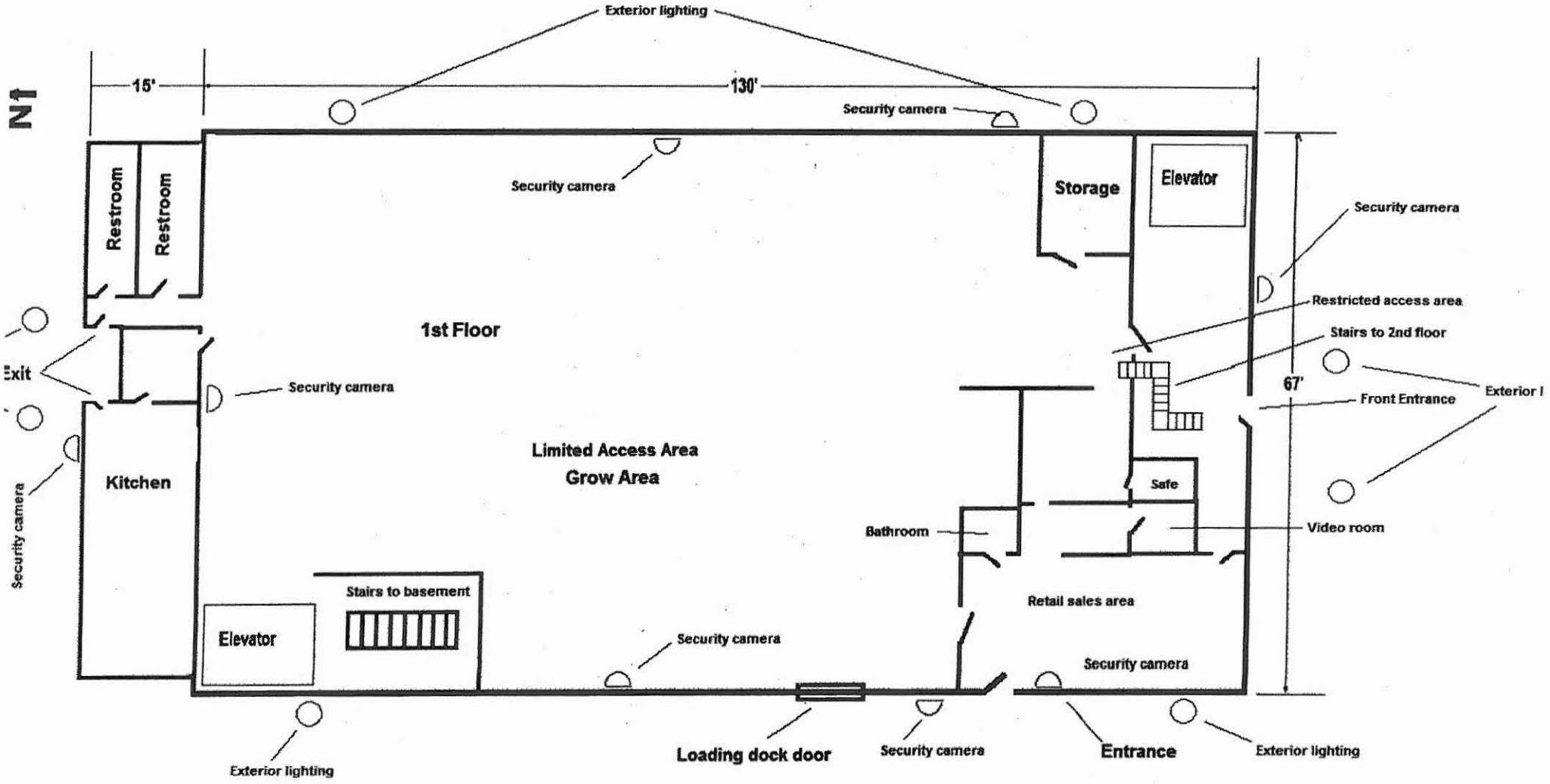
To file a return, go to Revenue Online (*www.Colorado.gov/RevenueOnline*). You must file a return for each reporting period. If you have no tax to report, file a "**zero**" return. Tax reporting and payment are your responsibility. To avoid late penalties and interest, file online on or before the due date. If you discontinue sales, you may close your business location through Revenue Online.

Learn more and avoid unnecessary errors by attending our **free sales tax classes!** Sign up at *www.TaxSeminars.state.co.us*

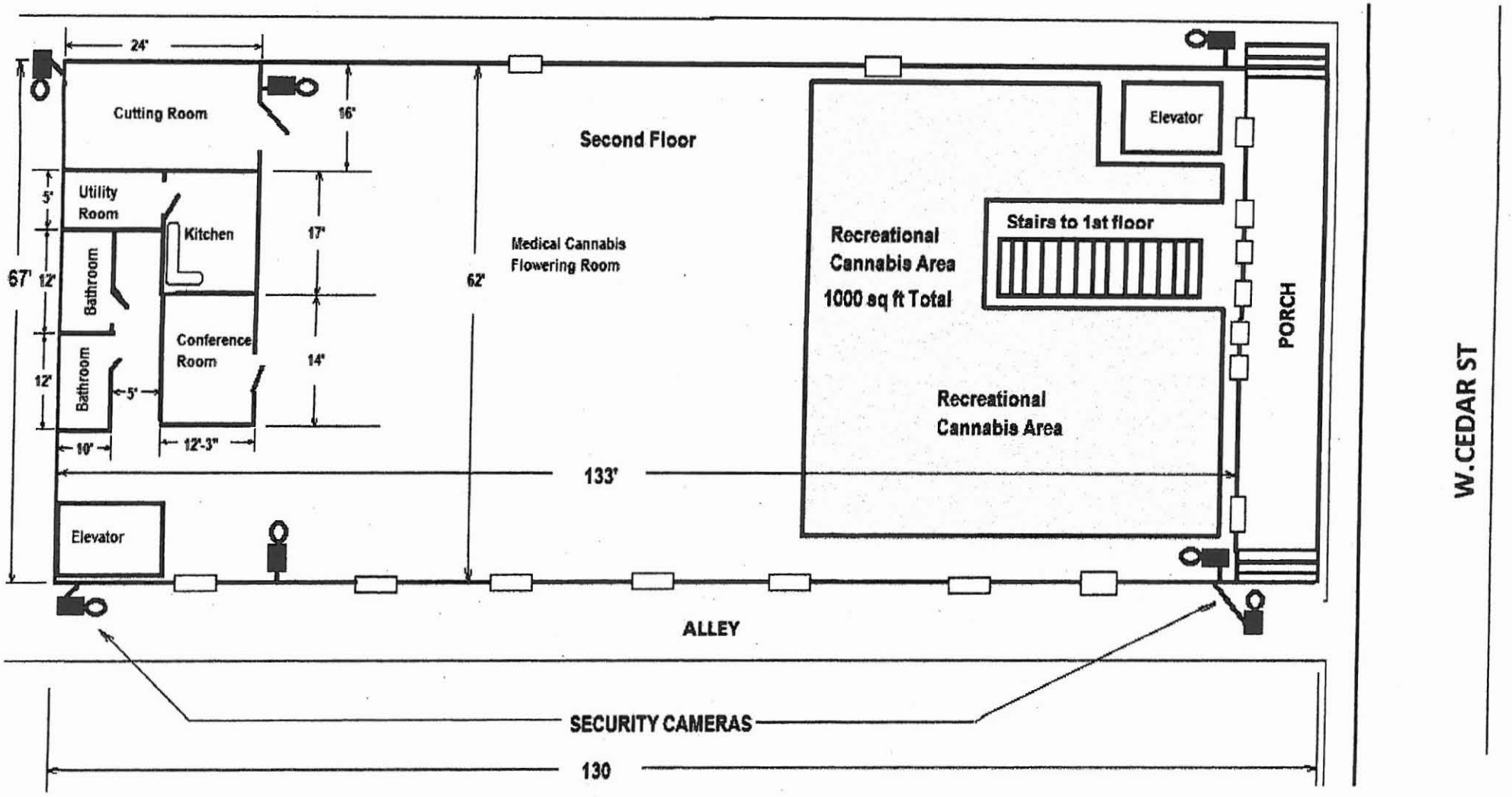


137 W. Cedar St

Scale 1" = 15'

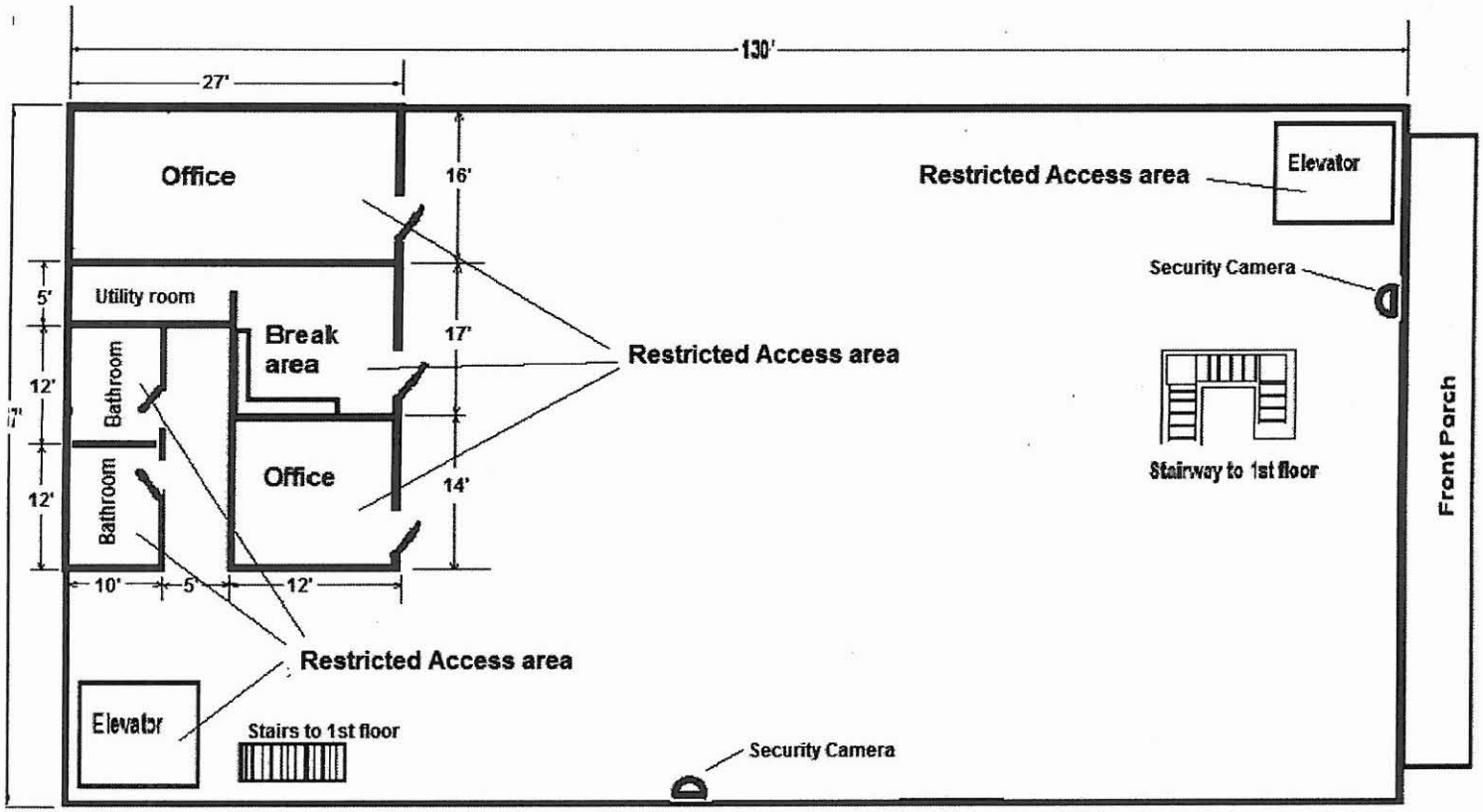


137 W. Cedar St
Scale 1"= 15'



Scale 1"= 15'

137 W. CEDAR ST



Second Floor

Scale 1"=15'

137 Cedar St
Trinidad,CO

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 KENNETH WALLER / DESSIMALS INC
2. D/B/A (Doing Business As) N/A
3. Business address 11333 W. SARATOGA PL LITTLETON, CO, 80127
4. Business License # Tax ID # [redacted]
5. Your Full Name (last, first, middle) WALLER, KENNETH SCOTT
6. List any other names you have used N/A
7. Mailing address (If different from residence)
8. Phone 303-972-0483
9. List All Other Medical Marijuana Licenses Issued to Applicant (Attach separate sheet if necessary) N/A — Location
10. Identify Medical Marijuana Optional Premise License, license number, and issuer of said license. N/A
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	[redacted]	LITTLETON, CO, 80127	1991	PRESENT
Previous	N/A			

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
Xcel Energy	10001 W. Hampden Ave Lakewood, CO 80227	Corrosion Control Specialist		

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 X 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 X 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 X 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 X NO

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

PERSONAL AND FINANCIAL INFORMATION

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

e. If Naturalized, State where N/A f. When — g. Name of District Court —

h. Naturalization Certificate Number N/A i. Date of Certification — j. If an Alien, Give Alien's Registration Card Number —

k. Permanent Residence Card Number N/A

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? X 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.

_____

_____

_____

_____

_____

AFFIDAVIT

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

I, Kenneth Waller (Printed Name of Applicant), being first duly sworn, state that I am

an applicant for a Medical Marijuana Center for DESSIMALS INC. (Name of Establishment),

Located at 132 W. CEDAR ST (Address of Establishment), Trinidad, Colorado;

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.

Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 17th day of February, 2015 by Kenneth Waller.

Witness my hand and official seal.

My commission expires 01/31/2017.

Notary Public

JENELL STEVENSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954014536
MY COMMISSION EXPIRES JANUARY 31, 2017

Owner/Manager Approval **(Required)**

I, _____, Owner/Manager of _____
Owner or Manager's Name Printed Here — Business Name Printed Here

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

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 KENNETH WALLER / DESSIMALS INC
2. D/B/A (Doing Business As) N/A
3. Business address 11333 W. SARATOGA PL LITTLETON, CO, 80127
4. Business License # [redacted]
5. Your Full Name (last, first, middle) Karen L. Waller
6. List any other names you have used N/A
7. Mailing address (if different from residence)
8. Phone 303-972-0483
9. List All Other Medical Marijuana Licenses issued to Applicant (Attach separate sheet if necessary) N/A
Location
10. Identify Medical Marijuana Optional Premise License, license number, and issuer of said license. N/A
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	[redacted]	LITTLETON, CO, 80127	1991	PRESENT
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
BAM Consulting Engineers,	6345 S. Yellowstone Ct, Aurora, CO 80016	Admin/Office Manager	2/2007	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
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 X 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 X 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 X 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 X NO

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

PERSONAL AND FINANCIAL INFORMATION

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

e. If Naturalized, State where N/A f. When — g. Name of District Court —

h. Naturalization Certificate Number N/A i. Date of Certification — j. If an Alien, Give Alien's Registration Card Number —

k. Permanent Residence Card Number N/A

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? X YES ___ NO If so, give State and Number CO [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.

_____

_____

_____

_____

_____

AFFIDAVIT

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

I, Karen L. Walker, being first duly sworn, state that I am
Printed Name of Applicant

an applicant for a Medical Marijuana Center for DESSIMALS INC.,
Name of Establishment

Located at 137 W. CEDAR ST, 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.

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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.

Karen L. Waller
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 18th day of February, 2015, by Karen L. Waller.

Witness my hand and official seal.

My commission expires 12/15/18.

SHAYLEE D MATZKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144047466
MY COMMISSION EXPIRES DECEMBER 15, 2018

Shaylee D Matzke
Notary Public

SHAYLEE D MATZKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144047466
MY COMMISSION EXPIRES DECEMBER 15, 2018

Owner/Manager Approval (Required)

I, _____, Owner/Manager of _____
Owner or Manager's Name Printed Here — Business Name Printed Here

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

Trinidad Police Department

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

To Audra Garrett, Assistant City Manager
From Det Sgt Phil Martin
April 9, 2015

RE: Dessimals Inc, Kenneth Scott Waller

To whom it may concern:

This agency has conducted a search of various public access data base's. NO RECORD was found on the above listed applicant.

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

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April 9, 2015

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To whom it may concern:

This agency has conducted a search of various public access data base's. NO RECORD was found on the above listed applicant.

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

DATE 03/31/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: WALLER,KAREN LYNN DATE OF BIRTH: [redacted]
SOC: XXX-XX-[redacted]

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

DATE 03/31/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: WALLER,KENNETH SCOTT DATE OF BIRTH: [redacted]

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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Ronald C. Sloan, Director
Colorado Bureau of Investigation

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

To Audra Garrett, Assistant City Manager
From Det Sgt Phil Martin
June 8, 2015

RE: Kenneth Waller

To whom it may concern:

A check of various public data bases has been conducted by this agency. No new information was located 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, Assistant City Manager
From Det Sgt Phil Martin
June 8, 2015

RE: Karen Waller

To whom it may concern:

A check of various public data bases has been conducted by this agency. No new information was located on the above listed applicant.

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

vivint.

4931 North 300 West, Provo, UT 84604
Phone: 800.216.5232 | www.vivint.com
Fax: 801.377.4116 | support@vivint.com

CT: ELC.0191352-L5 ID: 012673 OR: 173349 TN: 1524
CT: ELC.0192591-L5 MN: TS01618 OR: CLE216 TX: B13684
CT: HIC.0634529 MN: MB648213 OR: 37646 TX: ACR-2854
DE: 06-116 NE: 12465 RI: 3734 TX: TACLA00043940E
DE: 2006209146 NV: 0062684, Monetary Limit: $10,000 RI: 34456 TX: ACR-2854-A
DE: CSRSL-0039 SC: BAC #5569 VA: 11-4822
HI: C-31374 NJ: 34BF00000100 SC: FAC #3437 VA: 2705 138422
IA: C004643 NM: 93695 SC: 1256 WA: VIVINI*894BZ
IA: AC-0011 NY: 12000301658 TN: 1253 WY: LV-G-16005
ID: 011630 NY: 68VI1000200 TN: 333
MS: 15010729

SYSTEM PURCHASE AND SERVICES AGREEMENT

Account #: _____ Service #: _____

THIS AGREEMENT is made and entered into this _____ by and between Vivint, Inc. ("Vivint," "we," "us," or "our") and

[1] Customer Name (First, MI, Last)		[2] Customer Name (First, MI, Last)			
Dessimals Inc, Kenneth Walker					
Phone: (303) 972-0483	Email: kwalker1459@comcast.net	Phone	Email		
Installation Address: 137 W. Cedar St, Trinidad		City: Trinidad	County: Las Animas	State: CO	Zip: 81082
Billing Address (If different): 11333 W. Saratoga Pl, Littleton		City: Littleton	County: Jefferson	State: CO	Zip: 80127

1. INSTALLATION AND SERVICES

We will install the security, energy management, and/or home automation system(s) (each a "System") described on the Schedule of Equipment and Services ("SES"), which is part of the monitoring and installation information, and provide repair service, interactive services (if requested), and monitor the System at our monitoring facility (the "Center"). We waive any right to file a mechanic's lien.

2. PRICE, PAYMENT, FINANCIAL DISCLOSURES AND TERMS

2.1 MONTHLY SERVICES FEE AND TERM. YOU AGREE TO PAY US AS FOLLOWS:

ACTIVATION FEE	$ 99 *(plus any applicable taxes)*	INITIAL TERM OF CONTRACT:	60 **MONTHS** ("Initial Term")
EQUIPMENT FEES:	$ 0 (See SES)	MONTHLY SERVICES FEE:	$ 63.99 *(plus any applicable taxes)*
		TOTAL CASH PRICE FOR SERVICES:	0 *(plus any applicable taxes)*

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE WHEN THE SYSTEM IS INSTALLED AND OPERATIONAL. **THERE IS NO FINANCING CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT.**

THIS AGREEMENT STARTS ON THE DAY THIS AGREEMENT IS SIGNED AND CONTINUES FOR THE INITIAL TERM. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

2.2 INCREASE IN MONTHLY SERVICES FEE. YOU ACKNOWLEDGE THAT VIVINT SHALL HAVE THE RIGHT, AT ANY TIME, TO INCREASE THE MONTHLY SERVICES FEE TO REFLECT ANY TAXES, LICENSES, PERMITS, COSTS, FEES OR CHARGES WHICH MAY BE CHARGED TO US BY ANY UTILITY OR GOVERNMENTAL AGENCY RELATING TO THE INSTALLATION OF THE SYSTEM OR SERVICES AND YOU AGREE TO PAY THE SAME. IN ADDITION, WE CAN INCREASE THE MONTHLY SERVICES FEE FOR ANY RENEWAL TERM BY GIVING YOU SIXTY (60) DAYS PRIOR WRITTEN NOTICE.

2.3 LATE FEES. IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, WE MAY, BY GIVING YOU WRITTEN NOTICE, DISCONTINUE INSTALLATION, MONITORING, AND REPAIR SERVICE, TERMINATE THIS AGREEMENT AND RECOVER ALL DAMAGES TO WHICH WE ARE ENTITLED, INCLUDING THE VALUE OF THE WORK PERFORMED AND OUR LOSS OF PROFIT. IN ADDITION, WE MAY IMPOSE A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN (10) DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY STATE LAW.

2.4 CREDIT INVESTIGATION. YOU AUTHORIZE VIVINT TO CONDUCT CREDIT INVESTIGATIONS FROM TIME TO TIME TO DETERMINE YOUR CREDIT WORTHINESS AND TO REPORT YOUR PAYMENT PERFORMANCE UNDER THIS AGREEMENT TO CREDIT AGENCIES AND CREDIT REPORTING SERVICES.

2.5 PAYMENT AUTHORIZATION. YOU AUTHORIZE VIVINT OR ITS ASSIGNEE(S) TO MAKE ELECTRONIC FUND TRANSFERS FROM YOUR BANK ACCOUNT OR CHARGES TO YOUR CREDIT CARD ACCOUNT (THE "ELECTRONIC PAYMENT") IN THE AMOUNT IDENTIFIED ABOVE AS YOUR MONTHLY SERVICES FEE, PLUS ANY APPLICABLE TAXES, AND INCLUDING ALL PAST DUE AMOUNTS, TRIP FEES, SERVICE FEES OR AMOUNTS WHICH MAY ACCUMULATE IN ARREARS ACCORDING TO THE TERMS ABOVE AND THE CONDITIONS OF THIS AGREEMENT. IF YOU ELECT TO RECEIVE A PAPER INVOICE (RATHER THAN MAKING AN ELECTRONIC PAYMENT) OR IF WE DO NOT RECEIVE YOUR ELECTRONIC PAYMENT FOR ANY REASON, VIVINT WILL SEND YOU A PAPER INVOICE, AND YOU UNDERSTAND AND AGREE THAT AN ADDITIONAL PROCESSING FEE MAY APPLY TO EACH PAPER INVOICE SO RENDERED.

3. OUR LIMITED LIABILITY

WHERE PERMITTED BY LAW, WE DISCLAIM ANY IMPLIED WARRANTIES PROVIDED BY LAW INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR ANY OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. WE DO NOT WARRANT ANY WORK OR PRODUCTS PROVIDED BY YOU OR A THIRD PARTY USED IN CONNECTION WITH YOUR SYSTEM. SECTIONS 17 AND 18 ON THE REVERSE SIDE OF THIS AGREEMENT LIMIT OUR LIABILITY TO TWO THOUSAND DOLLARS ($2,000.00) IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO THE SALES AGENT ABOUT THIS LIMITATION.

4. NOTICE TO CUSTOMER

1. **DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS TO THE EXTENT OF THEN AVAILABLE INFORMATION ARE LEFT BLANK.**
2. **YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.**
3. **YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF THE UNEARNED FINANCE AND INSURANCE CHARGES.**

5. Repair Service. During the term of this Agreement, we will repair or service any defective part of the System as follows: (A) *What is Covered:* If you selected Premium Service, then we will, so long as we are providing services pursuant to this Agreement, repair and replace any defective part of the System without charge to you. If you decline Premium Service, however, then for one hundred and twenty (120) days after we complete the installation, we will repair or replace any defective part of the System without charge to you. After the initial one hundred and twenty (120) day period, we will, so long as we are providing services pursuant to this Agreement, provide a replacement for any defective part without charge, but you will pay a visit charge for each service call at our then-prevailing visit fee, plus any applicable taxes. All charges for repair service are due and payable upon completion of the service call, and you agree to pay the same. We can use new or used parts of the same functionality, and keep all replaced parts. (B) *How to Get Service:* Call or write us at the address and telephone number at the top of this Agreement and tell us what is wrong with the System. We will provide service as soon as possible during our normal business hours, which are 8:00 a.m. to 6:00 p.m. Monday through Friday, excluding holidays we observe. A responsible adult must be at the premises at the time we visit. (C) *What is Not Included:* Repair of the System is our only duty. This warranty does not include batteries or alarm screens. We make no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. We do not warrant that the System will always detect, or help prevent, any burglary, fire, hold-up or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, or if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment or our installation. We are not liable for consequential or incidental damages. You agree that this is our only warranty and we have given you no other warranty for the System. (D) *State Law:* Some states do not allow a limitation on the duration of implied warranties or the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

6. Installation of the System. You will permit us to install the System during our normal business hours, in such location(s) and such a manner as to fully comply with applicable state laws and regulations, and you will give us uninterrupted access to your premises. You have approved the locations where the control panel, energy management devices, audible devices and all protective devices will be installed, which may replace your existing devices. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. We are not responsible for cosmetic blemishes to walls or wall coverings arising from the installation of any devices. We are not responsible if the installation is delayed because of weather, labor disputes, acts of God or other reasons beyond our control. You have an affirmative duty to inform us, prior to us beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos abatement or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. Unless so notified, we will determine where to drill and place equipment. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. After we complete the System, you and our installer will inspect it. The city or county in which your home or business is located may require that you obtain a permit for the use and monitoring of the System. Local authorities may not respond to alarm notifications until all permits or licenses for use of the System have been obtained, and therefore we may not begin monitoring until you have obtained, at your expense, all necessary permits or licenses, and provided us with the license or permit information.

7. Monitoring Service. We shall connect your System to the Center. To reduce false alarms, we use enhanced call verification (2 call verification). When your System sends a burglar alarm signal, the Center will try to telephone your premise number and your alternate number to verify whether an emergency condition exists, and if there is no answer or a person indicates that an emergency exists, the Center will attempt to notify the police department and will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When your System sends a fire alarm signal, the Center will attempt to call your premise and, if there is no answer or a person indicates that an emergency exists, the Center will attempt to notify the fire department or other emergency personnel. When your System sends a hold-up alarm or duress alarm signal, the Center will attempt to notify the police department. When your System sends a non-emergency signal, the Center will attempt to contact your premises and all available contacts, but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. You and we are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements. You consent to the tape recording of all telephonic communications between your premises and our office or the Center. You authorize us to make changes to the information provided on your SES, and otherwise communicate with the Center regarding your System.

8. Response to Alarm Activations. You understand, acknowledge and agree that the emergency response agencies (police department, fire department, paramedics, etc. and herein referred to as the "jurisdiction") that would be notified in the event of an alarm under Section 7, may have instituted or may subsequent to the date of this Agreement, institute either : (i) a no response policy to alarm system activations, or (ii) require an on-site physical verification of the existence of an emergency condition before responding to a notification of an alarm signal from the Center. If required, we will subscribe to a private guard response on your behalf to provide alternative response to alarm signals received by the Center (herein referred to as "private response"). You acknowledge and agree that we are obligated to comply with the response and notification requirements imposed by the jurisdiction. If the jurisdiction has adopted a no-response policy, or a physical verification requirement, upon receipt of an alarm signal, we will not notify the jurisdiction, and shall only notify your designated representative and the private response, if required. If your designated representative or the private response verify by physical on-site inspection and report such condition to us, then we shall attempt to notify the jurisdiction. You acknowledge and agree that you are responsible for any costs and fees associated with private response.

9. Transmission Lines. The System includes a communicator that sends signals to the Center over dedicated cellular service or long range radio or your regular telephone service, and will not work on standard cellular telephone service. You acknowledge that the use of cellular or radio transmission services may be controlled by local state agencies and the Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event, we will substitute another service. Cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and we recommend the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as calls to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the Center and we will not know of the telephone service problem. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control and are maintained and serviced, solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband service, all of which are subject to periodic interruptions or outages, and we recommend the installation of a backup communications system that would allow the System to communicate with the Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. In such event, you agree to pay our standard rates and charges for the installation and use of such facilities. For cellular service, you agree that if an event or events generate signals in excess of the cellular service plan limit included in the monthly services fee, you agree to pay for any excess cellular service charges at the rate then in effect. If regular telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER. Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

10. False Alarms. You agree that you and others using the System will use it carefully so as to avoid causing false alarms. False alarms can be caused by weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and repair service and seek to recover damages. If a false alarm fine or penalty is charged to us, the Center, or you by any governmental agency or third party, you will pay for the charge. You authorize us to enter your premises to turn off the audible device if we are requested or ordered to do so by governmental authorities, neighbors or anyone else, and you will pay our standard service call charge for each such visit.

11. Energy Management Attributes and Incentives. To the extent permitted by law, your purchase of our services does not include any entitlement to any environmental attributes or incentives available to (or that may become available to) an owner of the Energy Management Products ("EMP") or on account of the energy reduction or efficiencies attributable to the use of EMP, all of which will be retained by and may be used or disposed of by us in our sole discretion. Such attributes and incentives include: (a) any and all current or future environmental attributes or renewable energy credits, including, but not limited to, carbon trading credits, renewable energy credits or certificates, emissions reduction

13. Suspension or Cancellation of this Agreement. You understand that we may stop or suspend monitoring and repair service if: (A) strikes, weather, earthquakes or other such events beyond our control affect the operation of the Center or so severely damage your premises that continuing service would be impractical; (B) there is an interruption or unavailability of the telephone service between the System and the Center; (C) you do not pay the service charge due to us, after we have given you ten (10) days notice that we are canceling service because of non-payment; (D) we are unable to provide monitoring or repair service because of some action or ruling by any governmental authority; or (E) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement is terminated for any reason, you authorize us to remotely disconnect your communicator from the Center and remotely disconnect the communications/system software and/or enter your premises to disconnect your System from our monitoring equipment and remove our communications equipment and software and all of our signs and decals from your premises for our then-prevailing disconnect fee. If service is suspended because you have failed to pay the services fees set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then-prevailing reconnection fee. You understand that the System may not work with equipment used by other alarm companies or monitoring centers. You agree that you will grant us access to your premises to allow us to repossess or disable the equipment. You agree that we are not required to redecorate or repair your premises. We do not waive our right to any other legal remedy, including our right to charge you interest at the highest legal rate on the unpaid amount, by stopping the alarm monitoring and repair services or repossessing or disabling the equipment.

14. Assignees and Subcontractors. We may transfer or assign this Agreement to any other alarm company, or as collateral to a financial institution. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair or monitoring services, and this Agreement, particularly Sections 17 and 18, shall apply to them and the work or services they provide, and protect them in the same manner as it applies to and protects us.

15. Changes to the System. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. You agree that you have chosen this System and you understand that additional or different protection is available for a higher price.

16. Software License. The System is programmed with copyrighted and proprietary software (the "Software") to work solely with our monitoring service. Subject to the terms and conditions of this Agreement, we hereby grant to you a non-exclusive, revocable, non-transferable license, without any right to sub-license, to use the Software during the applicable Term, solely for your use of the System (the "License"). You agree that you will not make any modifications to the System, its programming or the Software to enable the System to work with any other monitoring service. You agree that you shall not permit any third party(ies) to use, rent, modify or reprogram the Software. You acknowledge that we are the sole owners of the Software, and of all copyright, trade secret, patent, trademark and other intellectual or industrial property rights to the Software. All copies of the Software, in whatever form provided by us to you shall remain our property. You acknowledge that the License granted hereunder does not provide you with ownership of the Software, but only a right of limited use consistent with the express terms and conditions of this Agreement. You shall have no rights to the source code for the Software and you agree that only we shall have the right to maintain, enhance, or otherwise modify the Software.
Misuse. In the event of misuse of the License as identified above, we shall have the right to terminate the License at any time and in our sole discretion upon written notice to you (of which email shall suffice) and, upon such revocation by us, you shall immediately cease the use of the Software, provided you have been given fifteen (15) days to cure any misuse and have failed to do so.
Termination or Expiration. In the event of a termination or expiration of the Agreement, your License to use the Software will immediately terminate.

17. Vivint is not an Insurer; Limitation of Liability. You understand that: (A) we are not an insurer of your premises, property or the personal safety of persons in your premises; (B) you are solely responsible for providing any life, health or disability insurance for yourself and persons who use the System, and insurance on your premises and its contents; (C) the amount you pay to us is based only on the value of the service we provide and not on the value of your premises or its contents; (D) alarm systems and monitoring service may not always operate properly for various reasons; (E) it is difficult to determine in advance the value of the property that might be lost, stolen or destroyed if the System or our services fail to operate properly; (F) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; (G) an alarm system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on or about the premises; and (H) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or service. Therefore you agree: Even if a court decides that our breach of this Agreement, or a failure of the System, or our negligence, or a failure of the installation, monitoring or repair service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to two thousand dollars ($2,000.00), and this shall be your sole and exclusive remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine liability for the injury or loss.
You may obtain higher limitation of liability. You may obtain from us a higher limitation of liability for an additional charge. If you elect this option, we will attach a rider to this Agreement that will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Vivint is an insurer.

18. Third Party Indemnification and Subrogation. If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) our breach of this Agreement, (ii) a failure of the System or service, (iii) our negligence, (iv) any other improper or careless activity of ours in providing the System or services, or (v) a claim for indemnification or contribution, you will pay us (A) any amount which a court orders us to pay or which we reasonably agree to pay and (B) the amount of our reasonable attorney's fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

19. Binding Arbitration. To the extent permitted by law, both parties agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Each party agrees to binding arbitration as the sole and exclusive remedy for any controversy, dispute, or claim of any kind or nature between the parties and their respective affiliates, directly or indirectly arising out of, relating to, or in connection with the Agreement regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to allege or determine liability for the injury or loss. The parties agree that they may bring claims against the other only in their individual capacity and not as a class or representative action plaintiff or class action member in any purported class or representative proceeding. The arbitration shall not be conducted pursuant to the Federal Arbitration Act, but shall be conducted in accordance with the arbitration laws of the State of Utah. The arbitration shall be administered by Arbitration Services, Inc., under its Consumer Arbitration Rules (www.ArbitrationServicesInc.com). The arbitrator shall award and allocate all the costs of the arbitration, including fees of the arbitrator, against the party who did not prevail. Arbitrator is bound by the terms of this Agreement as it relates to available damages and other limitations. Judgment on the arbitration award may be entered in any court having jurisdiction.

20. Entire Agreement. The entire and only agreement between us is written in this Agreement. It replaces any earlier oral or written understanding or agreements. It may not be changed by any oral statements or representations made by our sales representative. It may only be changed by a written agreement signed by you and us. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that we may save and store all contracts and other documents executed by you in an electronic media, and all such contracts and other documents shall be given the same force and effect as the paperform originals.

21. Information; Privacy Contact. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. You agree that we may contact you by telephone (including cell phones), facsimile, email or other Internet facilities, with respect to the System and services we provide under this Agreement, and new offerings of systems or services we may make available in the future.

22. Licenses. ALARM COMPANY OPERATORS AND CONTRACTORS MAY BE LICENSED AND REGULATED BY THE STATE IN WHICH YOUR SYSTEM IS LOCATED. CT: Department of Consumer Protection, 165 Capitol Avenue, Hartford, CT 06106, (860) 713-6050. DE: Delaware State Police, dsp. webmaster@state.de.us (302) 739-5991. DE: Division of Revenue, Business Licensing, 820 North French Street, Wilmington, DE 19801 (302) 577-8200. Delaware Office of the State Fire Marshal, Headquarters Division, 1537 Chestnut Grove Road, Dover, DE 19904-1544. HI: Contractors License Board, Professional & Vocational Licensing Division, Department of Commerce and Consumer Affairs, P.O. Box 3469, Honolulu, Hawaii 96801-3469, (808) 586-3000. IA: Division of Labor Services, 1000 East Grand Avenue, Des Moines, IA 50319 (515) 242-5871. Iowa Department of Public Safety, State Fire Marshal Division, 215 E. 7th Street, Des Moines, Iowa 0319-0047. ID: Division of Building Safety 1090 E. Watertower Street, Ste. 150, Meridian, ID 83642 (800) 955-3044. MN: Minnesota Dept of Labor and Industry, 443 Lafayette Road North, St. Paul, MN 55155-4342 (651) 284-5064. MS: Mississippi Insurance Department, 1001 Woolfolk State Office Building, 501 North West St., Jackson, MS 39201 (601) 359-1061. NE: NE State Electrical Board, 800 South 13th, Suite 109, PO Box 95066, Lincoln, NE 68509 (402) 471-3550. NV: NV State Contractors Board, 9670 Gateway Drive, Suite 100, Reno, NV 89521 (775) 688-1141. NJ: Burglar & Fire Alarm License: 34BF00001100.

Trying to reach you re a contract -- please call (505) 922-1712.

Thanks,

Markus

From: NRichard1@vivint.com
To: kma007@msn.com
CC: kwaller1459@comcast.net
Subject: Vivint Information and Quote
Date: Mon, 2 Feb 2015 17:54:21 +0000

Description:

Home Security and Automation

2/2/2015

Markus and Ken,

Here is a brief overview of what is included in our alarm and video surveillance package for your business.

Feel free to email me or call with any questions.

Have a great day!

Nathan Richard • Inside Sales
p: 1.469.223.7789 • Vivint Licenses

SKY Panel - 7" Touch Screen w/cellular monitoring (prevents failed dispatch due to a cut phone line), 2-Way Voice over cellular (like On-star), built in 95 decibel siren, severe weather alerts, backup battery.

Smartphone (iPhone, Android, Blackberry) and Mobile (iPad, Tablet, Kindle) Applications for Remote Access and Control

Descri ption: Descri ption: Desc riptio n: Desc riptio

(3) Recessed Door/Window Sensor
(2) Wireless Glass Break Sensor or (2) PIR Motion Sensor

Desc riptio n: Desc	(1) Fixed, Wireless Indoor Camera New Outdoor HD Cams available in MAR/APR
Activation:	$99
Installation:	~~$199~~ $0
Monthly:	$63.99/mo
Additional Equipment:	-

Home Security Package comes with the following at **NO** cost:

Professional Installation
Lifetime Hardware Warranty
Move Certificate
24/7 Customer Care
Homeowner's Certificate of Installation
Solar-Lit Yard Signs
Window Decals

Additional sensors that can be bought additionally with any package include:

- Fire/Smoke/Freeze Detector - $120
- Garage Tilt Sensor - $60
- Carbon Monoxide Detector - $120
- Kwikset Automatic Door Lock - $199
- Fixed Camera - $149
- Lighting Control - $39
- Flood Sensor - $120
- Firefighter™ - $60
- Slim Line Window Sensor - $60
- Smart Thermostat - $69
- Medical Pendant - $60
- Key Fob - $60

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DR 8544 (09/19/13)
COLORADO DEPARTMENT OF REVENUE
MARIJUANA ENFORCEMENT DIVISION
455 Sherman Street, Suite 390
Denver CO 80203

Appendix A

Colorado Marijuana Licensing Authority

Optional Premise Cultivation License

Business Applicant must fill out an Appendix A for EACH Cultivation it is applying for. Please see website for fee table.

Applicant's Legal Business Name (Please Print)	Marijuana License Number (Assigned by Division)
Dessimals Inc.	
Trade Name (DBA) (Provide Trade Name Registration)	**Website Address**
Lucky Monkey Buds	

Physical Address

Street Address of Optional Premises Cultivation	City	State	ZIP
137 Cedar St	Trinidad	CO	81082

Business Phone Number	Home Phone Number	Email Address
(303) 972-0483	(303) 972-0483	kwaller1459@comcast.net

Mailing Address (if different from Business Address)

Address	City	State	ZIP
11333 W Saratoga Pl	Littleton	CO	80127

On a separate sheet, list all principal places of business for the past 5 years if different from above.

Primary Contact Person for Business	Title	Primary Contact Phone Number
Kenneth Waller	President	(303) 972-0483

Primary Contact Address (city, state ZIP)	Primary Contact Fax Number
11333 W Saratoga Pl Littleton, CO 80127	(303) 972-0483

Federal Taxpayer ID	Colorado Sales Tax License #	Email Address
[redacted]	00979789-0001	kwaller1459@comcast.net

Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement?

☐ Ownership ☒ Lease ☐ Other (Explain in Detail) N/A

(a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord	Tenant	Expires
Purgatoire River LLC	Dessimals Inc.	4/1/2016

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". (Doesn't have to be to scale)

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
Markus Hamm	[redacted]	[redacted]	Investor

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 completed by Applicant)

Local Licensing Authority/Department	Address
City of Trinidad	135 N. Animas PO Box 880 Trinidad, Co 81082

Local Licensing Authority contact name	Contact Number	Contact Email
Audra Garrett	719-846-9843	audra.garrett@Trinidad.co.gov

Date of application with local authority	Date of approval from local authority, if any
03/05/2015	03/11/2015 (Approval from Planning and Zoning)

Are you requesting a concurrent review? ☒ Yes ☐ No

Colorado Business Medical Marijuana License Application

Marijuana Enforcement Division

DR 8530 (12/04/14)

Colorado Marijuana Enforcement Division

Medical Marijuana 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.

☐ *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 (leave top two lines of form blank)

☒ *3* **All Requested Information Attached**
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
- ☒ 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 4
- ☒ Documentation showing legal possession of the premise to be licensed
- ☒ Diagram of premise to be licensed (described on page 2, just above question 6) including security drawing
- ☒ Copies of notes, security instruments, etc., (detailed on page 2, just below question 6, and page 4, question 10
- ☒ Explanation detailing the funding sources used to finance the applicant business
- ☒ List of financial institution accounts as detailed on page 4, question 9
- ☒ Copy of Medical Marijuana Sales Tax Bond (on the approved form)
- ☒ Copy of Local License or application (if requesting concurrent review)
- ☒ Copy of Sales Tax License

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

☒ *4* **Applications For Associated Keys Attached**
Submit the following: Associated Key License Form (DR 8520) for any person holding an ownership interest, and/or officers and directors, regardless of ownership interest, if any.

☒ *5* **Application and License Fees**
See fee table on website: *www.colorado.gov/revenue/med*
Application fees remitted to the State Licensing Authority and/or the Department of Revenue are non-refundable. Only license fees may be refunded.

☒ *6* **Bring in Application (BY APPOINTMENT ONLY)**
Bring in application and all attachments to: Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver, CO 80203

DR 8530 (12/04/14)
COLORADO DEPARTMENT OF REVENUE
MARIJUANA ENFORCEMENT DIVISION
455 Sherman Street, Suite 390
Denver, CO 80203

Colorado Marijuana Licensing Authority

Business License Application

License Types & Fees (Check only one application type. See Application Checklist for details on license types and fees.)

- [X] Medical Marijuana Center (Type 1*)
- [ ] Medical Marijuana Center (Type 2*)
- [ ] Medical Marijuana Center (Type 3*)
- [X] Medical Marijuana-Infused Products Manufacturer
- [ ] Affiliated Business

*Type 1=300 or fewer patients, *Type 2=301 to 500 patients; *Type 3=501 or more patients

Fill out a separate Appendix A form (DR 8544) for each optional premise cultivation license you are applying for.

Applicant's Legal Business Name (Please Print)	Marijuana License Number (Assigned by Division)
Dessimals Inc.	
Trade Name (DBA) (Provide Trade Name Registration)	**Website Address**
Lucky Monkey Buds	N/A

Physical Address

Street Address of Medical Marijuana Business (Use Appendix A for Optional Premises Cultivation Information)	City	State	ZIP
137 Cedar St	Trinidad	CO	81082

Business Phone Number	Business Fax Number	Email Address
(303) 972-0483	(303) 972-0483	kwaller1459@comcast.net

Mailing Address (if different from Business Address)

Address	City	State	ZIP
11333 W Saratoga Pl	Littleton	CO	80127

On a separate sheet, list all principal places of business for the past 10 years if different from above.

Primary Contact Person for Business	Title	Primary Contact Phone Number
Kenneth Waller	President	(303) 972-0483
Primary Contact Address (city, state ZIP)		**Primary Contact Fax Number**
11333 W Saratoga Pl		(303) 972-0483

Federal Taxpayer ID	Colorado Sales Tax License #	Email Address
[redacted]	00979789-0001	kwaller1459@comcast.net

Type of Business Structure

- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Limited Partnership
- [ ] Limited Liability Company
- [ ] C Corporation
- [X] S Corporation
- [ ] Publicly Traded Corporation
- [ ] Trust
- [ ] Other _____

State of Incorporation or Creation of Business Entity	Date
Colorado	03/04/1996

Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office)
03/04/1996

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)
N/A

Attach certified 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.

	Yes	No
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?	☐	☒
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 Medical Marijuana)?	☐	☒
(b) had a privileged license (ie: Liquor, Gaming, Racing and Medical Marijuana) suspended or revoked?	☐	☒
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Medical Marijuana) license denied, suspended or revoked?	☐	☒
If you answered yes to 2a, b or c, explain in detail on a separate sheet.		
3. Are the premises to be licensed within 1000 feet of a school (as defined in 12-43.3 104 (15) C.R.S.), alcohol or drug treatment facility, principal campus of a college, university, or seminary, or a residential childcare facility? If YES, then include a copy of a waiver or ordinance from the local jurisdiction where the business is located.	☐	☒
4. Has a Medical 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.	☐	☒

5. 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.
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) N/A

(a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord	Tenant	Expires
Purgatoire River, LLC	Dessimals Inc.	04/01/2016

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)

6. 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
MARKUS HAMM	[redacted]		Investor
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

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/Department

Local Licensing Authority/Department	Address
City of Trinidad	135 N Animas St Trinidad CO 81082

Local Licensing Authority contact name	Contact Phone	Contact Email
Audra Garrett	(719) 846-9843	audra.garrett@trinidad.co.gov

Date of application with local authority	Date of approval from local authority, if any
03/12/15	03/10/15

Are you requesting a concurrent review? ☐ Yes ☒ No

	Yes	No
7. Optional Premises Cultivation License Has the Applicant filed for an Optional Premises License?	☒	☐

What City or County? (Fill out Appendix A completely)
Trinidad/Animas County

8. Does the Applicant have evidence of a good and sufficient bond in the amount of $5,000.00 in accordance with 12-43.4-304 C.R.S. (Include evidence with application)?	☒	☐

Printed Legal Business Name	Printed Trade Name (DBA)
Dessimals Inc.	Lucky Monkey Buds

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	Title	SSN/FEIN	DOB	App submitted?
Kenneth Waller	President	[redacted]	[redacted]	☒ Yes ☐ No

Address	City	State	ZIP	Phone Number
[redacted]	Littleton	CO	80127	(303) 972-0483

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
N/A	N/A	50%

Name	Title	SSN/FEIN	DOB	App submitted?
Karen Waller	Vice President	[redacted]	[redacted]	☒ Yes ☐ No

Address	City	State	ZIP	Phone Number
[redacted]	Littleton	CO	80127	(303) 972-0483

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
N/A	N/A	50%

Name	Title	SSN/FEIN	DOB	App submitted?
N/A	N/A	N/A		☐ Yes ☐ No

Address	City	State	ZIP	Phone Number
N/A	N/A	N/	N/A	

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
N/A	N\A	N\A

Name	Title	SSN/FEIN	DOB	App submitted?
N\A	N\A	N\A		☐ Yes ☐ No

Address	City	State	ZIP	Phone Number
N\A	N\A	N\	N\A	

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
N\A	N\A	N\A

Name	Title	SSN/FEIN	DOB	App submitted?
N\A	N\A	N\A		☐ Yes ☐ No

Address	City	State	ZIP	Phone Number
N\A	N\A	N\	N\A	

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
N\A	N\A	N\A

Name	Title	SSN/FEIN	DOB	App submitted?
N\A	N\A	N\A		☐ Yes ☐ No

Address	City	State	ZIP	Phone Number
N\A	N\A	N\	N\A	

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
N\A	N\A	N\A

Name	Title	SSN/FEIN	DOB	App submitted?
N\A	N\A	N\A		☐ Yes ☐ No

Address	City	State	ZIP	Phone Number
N\A	N\A	N\	N\A	

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
N\A	N\A	N\A

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 and submit Associate Key License Application forms for each person

Printed Legal Business Name	Printed Trade Name (DBA)
Dessimals Inc.	Lucky Monkey Buds

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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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?	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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 Kenneth Waller	Title President
Address 11333 W Saratoga Pl	Phone Number (303) 972-0483
Person who prepares Applicant's tax returns, government forms & reports Kenneth Waller	Title President
Address 11333 W Saratoga Pl	Phone Number (303) 972-0483
Location of financial books and records for Applicant's business 11333 W Saratoga Pl Littleton, CO 80127	

Affirmation & Consent

I, Kenneth S Waller, 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 Medical 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 Medical 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 of a temporary Medical Marijuana application or the 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 Medical Marijuana License, and for 90 days following the expiration or surrender of such Medical 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	Trade Name (DBA)	
Dessimals Inc.	Lucky Monkey Buds	
Legal Agent Last Name (Please Print)	**Legal Agent First Name**	**Legal Agent Middle Name**
Waller	Kenneth	Scott
Signature		**Date (MM/DD/YY)**
Kenneth Waller		3/30/15

Investigation Authorization
Authorization to Release Information

I, Kenneth S. Waller, 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 Dessimals Inc	Trade Name (DBA) Lucky Monkey Buds	
Legal Agent Last Name (Please Print) Waller	Legal Agent First Name Kenneth	Legal Agent Middle Name Scott
Legal Agent Title President	Signature (Must be signed in front of one witness) Ken Waller	
Date (MM/DD/YY) 4/21/15	City Littleton	State CO
Witness 1 Signature		

Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name) KENNETH SCOTT WALLER

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 no 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:
   (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)	Legal Agent First Name	Legal Agent Middle Name
WALLER	KENNETH	SCOTT
Legal Agent Title: President	Signature (Must be signed in front of the witness): [signature]	
Date (MM/DD/YY): 4/21/15	City: Littleton	State: CO
Witness 1 Signature: [signature]		
Signature of Marijuana Enforcement Division agent presenting this request		Date

May 7, 2015

Promissory Note

I, MARKUS Hamm, loan Ken & Karen Waller of Dessimals, Inc. the sum of $50,000, to be repaid @ 0% interest with repayment at their convenience.

DR 8524 (01/05/11)
COLORADO DEPARTMENT OF REVENUE
MEDICAL MARIJUANA ENFORCEMENT DIVISION
6200 DAHLIA STREET
COMMERCE CITY, CO 80022

COLORADO MEDICAL MARIJUANA LICENSE BOND

Name of Bonding Company Merchants Bonding Company (Mutual)

Bond Number CO 11727

KNOW ALL PERSONS BY THESE PRESENTS:

That we, DESSIMALS, INC., Street Address 11333 W. Saratoga Pl., City Littleton, County of Jefferson, State of Colorado, as Principal, and Merchants Bonding Company (Mutual), a surety company qualified and authorized to do surety business in the State of Colorado, as Surety, are held and firmly bound unto the State of Colorado to indemnify the State or local governmental entity for any loss suffered by reasons of violation of the conditions hereinafter contained in the penal sum of FIVE THOUSAND DOLLARS ($5,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal is applying for the issuance or renewal of a license issued pursuant to the Colorado Medical Marijuana Code, Article 43.3 of Title 12 of the Colorado Revised Statutes, which license or license renewal shall be valid, if not suspended or revoked, for a license period ending one year from the last day of the month of issuance of the license or renewal;

NOW, THEREFORE, if the Principal is granted a license by the State pursuant to Article 43.3 of Title 12 of the Colorado Revised Statutes, during the term of said license and any renewal thereof, the Principal shall report and pay all sales and use taxes due the State of Colorado, or due any other entity for which the State is the collector or collecting agent, in a timely manner as provided by law.

IT IS FURTHER PROVIDED that the aggregate liability of the Surety for all breaches of the condition of this bond, regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid shall not exceed the amount of the bond.

IT IS FURTHER PROVIDED that pursuant to Section 12-43.3-304(2), C.R.S., the Surety shall not be required to make payments to the State of Colorado claiming under this bond until a final determination of failure to pay taxes due to the State has been made by the State Licensing Authority or a court of competent jurisdiction.

IT IS FURTHER PROVIDED that the Surety shall have the right to cancel this bond for any reason authorized by statute by filing forty-five (45) days' written notice of such cancellation with the Principal and with the State Licensing Authority. If cancellation is based upon nonpayment of premium, this bond may be cancelled by the Surety upon ten (10) days' written notice to the Principal and the State Licensing Authority.

THIS OBLIGATION may be continued from year to year by the issuance by the Surety of a proper continuation certificate delivered to the State Licensing Authority pursuant to Section 12-43.3-304(3), C.R.S.

Dated this 15th day of April, 20 15.

Merchants Bonding Company (Mutual)

For the Principal: Kenneth S. Waller

For the Surety: Kelley Nys Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

STATE OF GEORGIA

COUNTY OF FULTON } SS.

On this 15th day of April, 20 15, before me, a notary public in and for the above State, personally appeared Kelley Nys, to me personally known and being by me duly sworn, did say that he or she is an authorized corporate officer or the Attorney-in-Fact of Merchants Bonding Company (Mutual), a corporation duly organized and existing under the laws of the State of Colorado, or authorized to do business therein, and that he or she as such officer executed the foregoing instrument for the purposes herein contained on behalf of said corporation, and further acknowledged that the instrument was executed as the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my name and affixed my official seal on the day and year written above.

(SEAL) JUDY MCDONALD NOTARY PUBLIC GEORGIA FORSYTH COUNTY EXPIRES Jan. 21, 2017

Judy McDonald
Notary Public, State of Colorado
Judy McDonald
My commission expires: 01/21/2017

LP 2859 CO (1/11)

MERCHANTS BONDING COMPANY

Bond #: CO 11727

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Kelley Nys

of **Atlanta** and State of **GA** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO HUNDRED THOUSAND ($200,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

> "The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
>
> The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Wendy Woody
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of April, 2015.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (7/14)

NOTICE OF PUBLIC HEARING
CORRECTED

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street, Trinidad, Colorado, has requested the licensing officials of the City of Trinidad to grant a new Medical Marijuana Optional-Premise Cultivation Operation license at this location.

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

Date of Application: May 19, 2015.

Officers: Kenneth Waller, 11333 W. Saratoga Place, Littleton, CO 80127
Karen Waller, 11333 W. Saratoga Place, Littleton, CO 80127

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

Dated this 16th day of June, 2015.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO

Audra Garrett

Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 16th day of June, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Dessimals, Inc.
d/b/a Lucky Monkey Buds
11333 W. Saratoga Place
Littleton, CO 80127
Certified Mail #7014 2120 0004 1880 9430

Audra Garrett

Audra Garrett, City Clerk

PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS} SS

Lauri A. Duran, of lawful age, being first duly sworn upon oath, deposes and says that she is the authorized agent of The Chronicle-News, daily newspaper of general circulation which is published and circulated in the City of Trinidad, Las Animas County, Colorado, that said newspaper is a newspaper of general circulation complying with all of the requirements of Articles I to VII, Chapter 130, 1935, Colorado Statutes Annotated, and all other laws of said State, and that said legal / notice has been so published for the period of time prescribed in said newspaper proper and not a supplement.

The attached Notice was published in said newspaper in its issue(s) dated

58307 June 10, 2015

NOTICE OF PUBLIC HEARING
CORRECTED

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street, Trinidad, Colorado, has requested the licensing officials of the City of Trinidad to grant a new Medical Marijuana Optional Premise Cultivation Operation license at this location.

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Date of Application: May 19, 2015.

Officers: Kenneth Waller, 11333 W. Saratoga Place, Littleton, CO 80127
Karen Waller, 11333 W. Saratoga Place, Littleton, CO 80127
Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 8th day of June, 2015.

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

PUBLISHED: June 10, 2015 58307

Lauri A. Duran

Subscribed and sworn to before me this 15 day of June, A. D., 2015.

Allyson L. Sheumaker

My commission expires on August 26, 2015

ALLYSON L SHEUMAKER
NOTARY PUBLIC, STATE OF COLORADO

My Comm. Expires August 26, 2015

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, Dessimals, Inc. d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, Colorado, which business has applied for a new Medical Marijuana Optional Premise Cultivation Operation license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 23rd day of June, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 23rd day of June, 2015.

(S E A L)

CITY OF TRINIDAD, COLORADO

Audra Garrett

Audra Garrett, City Clerk

06/03/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Dessimals, Inc.

dba: Lucky Monkey Buds

Address: 137 W. Cedar Street

Type of License: Medical OPCO and Retail Product Manufacturing

_____ Renewal _____Transfer _____ Change of Location ___X___ New _____ Special Event

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

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection needed after construction

6-4-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 18, 2015

06/03/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Dessimals, Inc.

dba: Lucky Monkey Buds

Address: 137 W. Cedar Street

Type of License: Medical OPCO and Retail Product Manufacturing

_____ Renewal _____Transfer _____ Change of Location ___X___ New _____ Special Event

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

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DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection needed after construction

6-4-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 18, 2015

06/03/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Dessimals, Inc.

dba: Lucky Monkey Buds

Address: 137 W. Cedar Street

Type of License: Medical OPCO and Retail Product Manufacturing

_____ Renewal _____Transfer _____ Change of Location ___X___ New _____ Special Event

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

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

review needed of floor plan

inspection needed after construction

6-4-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 18, 2015

3c

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

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

SUBJECT: PUBLIC HEARING

New Retail Marijuana Product Manufacturing Facility license application filed by The Grow Foundry, Inc. d/b/a CODA Signature at 1105 Constitution Drive

RECOMMENDED CITY COUNCIL ACTION: Conduct the public hearing. City Council may take up to 30 days thereafter to render a decision on the applications.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing.

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

3c

City of Trinidad, Colorado
1878

INVESTIGATIVE REPORT

Applicant:	The Grow Foundry, Inc.
Business Name:	CODA Signature
Business Address:	1105 Constitution Drive - Industrial zoning
Officers/Owners:	Mark Grindeland, 1200 Cherokee St., Unit 108, Denver, CO 80204 Elizabeth Cooke, P O Box 1421, Arvada, CO 80001
Date of Application:	May 28, 2015
Date Application Filed with Local Authority:	June 2, 2015
Type of Request:	New License
Type of License(s):	Medical Marijuana Infused-Products Manufacturer Retail Marijuana Product Manufacturing Facility
Hearing Date:	Tuesday, July 7, 2015, 7:00 p.m.

APPLICATION CONTENTS -

Applicant's Documents:

- City of Trinidad Medical and Retail Marijuana License Applications
- CUP Approvals
- Lease
- Verified Consent of Property Owners for the Submission of an Application for Marijuana Business
- Articles of Organization
- Statement of Change
- Bylaws of the corporation

Shareholders' Agreement
Certificate of Good Standing
Verification of Trade Name
Sales Tax License
Diagram of Premises
Line of Credit Agreement
Individual History Record
Fingerprints
Security Alarm – contract to be provided prior to license issuance – basic layout provided
Exterior Security Lighting Plans
Colorado Business Retail & Medical Marijuana License Applications
Colorado Retail Marijuana License Bond

City Documents:

Notice of Public Hearing
Certificate of Mailing
Proof Publication on 6/8/15
Certificates of Posting
Departmental Reports

LOCAL FEES -

Local Fees Retail Marijuana Product Manufacturing Facility:

Investigation	$2500.00
License	2500.00
Total	$5000.00

Local Fees Medical Marijuana Infused-Products Manufacturer:

Investigation	$2500.00
License	1000.00
Total	$3500.00

TOTAL	$8,500.00

Local fees have been paid. Applicant has been advised the City's investigation fee is non-refundable and in the event the license is denied, license fees only shall be refunded.

ZONING –

The proposed premise is zoned Historic Preservation, one of the appropriate zoning designations for location of a marijuana business pursuant to the Trinidad Municipal Code. Conditional Use Permit requests were heard by the Planning Commission on

2/10/15 and approved. The Conditional Use Permits were approved subject to four conditions. Abbreviated, the applicant must 1) comply with all state and local laws, rules, regulations relative to the operation of their business; 2) an air filtration plan must be submitted and approved by the Building Inspector; 3) the conditional use permit must be put into effect within one year or it will expire; 4) the applicant must comply with the reasonable requirements of all City officials with respect to establishment and operation of their business.

LEASE AGREEMENT -

The lease agreement is between the Altum Investments, Inc., landlord, and The Grow Foundry, Inc., tenant. The term extends from February 1, 2015 through January 31, 2020. A notarized statement consenting to the submission of an application for a marijuana business as required by the Trinidad Municipal Code is provided.

BUSINESS/CORPORATE DOCUMENTS –

Dated-stamped Articles of Incorporation for The Grow Foundry, Inc., are provided. Date-stamped Statement of Change Changing the Principal Office Address is additionally provided, as well as the Bylaws of the Corporation and Shareholders Agreement. A Certificate of Good Standing issued by the Colorado Secretary of State is included. A confirmation of Trade Name of a Reporting Entity indicates CODA Signature as a registered trade name under The Grow Foundry, Inc.

SALES TAX LICENSE -

Sales Tax License #27969745-0001 was verified.

DIAGRAM OF PREMISES -

The diagrams identify the proposed premises. For purposes of these applications, those areas that will be used for other future licensed purposes are marked out. Several arreas are proposed for packaging and storage. There is an extraction room, a kitchen, office, trimming, drying rooms, a sales room, and a shipping & receiving area. Initial plans indicate the proposed location of the security cameras, however, based upon final inspection from the Colorado Marijuana Division and the City Building and Fire Departments, those locations are subject to change. The proposed premise is approximately 6,500 square feet. A security alarm system agreement will be required prior to issuance of the license. An exterior security lighting plan proposal was included in the camera schematic and submitted pursuant to the City's requirements. Should the lighting as submitted be inadequate, the applicant will be required to make those improvements pursuant to TMC 14-214(c)(4).

OWNERSHIP INFORMATION/BACKGROUNDS
FINGERPRINTING -

Fingerprint cards were submitted to CBI/FBI on 5/27/15. Results were received for both Mark Grindeland and Elizabeth Cooke from CBI/FBI and yielded no arrests. Local database checks done by the TPD likewise found no records for the applicants.

RESIDENCY REQUIREMENT –

Mark Grindeland and Elizabeth Cooke, the owners, meet the two-year Colorado residency requirement to hold a marijuana license.

COLORADO RETAIL MARIJUANA LICENSE DOCUMENTS –

Copies of the entity's Colorado licensing documents were a required submittal with the City's application to obtain complete applicant information without redundancy. Those documents include the license applications and license bond.

NOTICES OF HEARING -

Mailed to applicant – 6/4/15.
Published – 6/8/15.
Posted on the premises – 6/24/15.

DEPARTMENTAL REPORTS -

Fire Chief Tim Howard indicated on 6/4/15 that inspections will be needed after construction.

Fire Chief Tim Howard on behalf of the Building Department on 6/4/15 indicates an inspection will be required after the completion of the construction.

Police Chief Charles Glorioso on 6/4/15 also indicates that inspections must be completed by the department at the construction and that a review of the floor plan is required.

John Martinez from the Health Department will be contacted the applicant to ensure the applicant satisfies their requirements.

Periodic inspections will continue throughout the process. Issuance of the licenses will only be done upon final approvals of all three departments and issuance of the Certificate of Occupancy.

OTHER REVELANT CONCERNS -

SCHOOL DISTANCES –

There is a 1,000-foot limitation from a school for any marijuana business. The nearest school property is Holy Trinity Academy which is 18,363.59 feet from the nearest point of this property.

STATE LICENSES –

The Colorado Department of Revenue Marijuana Enforcement Division has conditionally approved the Retail Marijuana Products Manufacturer license and provided the City with a copy of the license. The applicant has an appointment with MED on July 20th for their Medical Infused-Products Manufacturer application filing.

LICENSED OUTLETS WITHIN THE CITY –

M & M Distributing, LLC, 422 N. Commercial Street	Medical Center
M & M Distributing, LLC, 422 N. Commercial Street	Medical Optional Premise Cultivation Operation
M & M Distributing, LLC, 422 N. Commercial Street	Retail Store
M & M Distributing, LLC, 422 N. Commercial Street	Retail Cultivation Facility
T.P. Main Street, LLC, 821 E. Main Street	Medical Center
T.P. Main Street, LLC, 821 E. Main Street	Medical Optional Premise Cultivation Operation
T.P. Main Street, LLC, 821 E. Main Street	Medical Infused-Products Manufacturer
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.	Medical Center
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.	Retail Store
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.	Retail Cultivation Facility
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.	Retail Product Manufacturing Facility
Trinidad's Higher Calling U, LLC, 1000 Independence Rd.	Medical Marijuana Optional Premise Cultivation Operation
Peaceful Herbs, Ltd., LLC, 124 Santa Fe Trail	Retail Marijuana Store
Southern Colorado Therapeutics, Inc. 1505 Santa Fe Trail	Retail Marijuana Store
Canna Company, 3019 Toupal Drive	Retail Marijuana Store
Canna Company, 3019 Toupal Drive	Retail Cultivation Facility
Faragosi Farms, Incorporated, 118 Santa Fe Trail	Retail Marijuana Store
Faragosi Farms, Incorporated, 612 Hainlen Street	Retail Cultivation Facility
Faragosi Farms, Incorporated, 612 Hainlen Street	Retail Product

	Manufacturing Facility
Dessimals, Inc., 137 W. Cedar Street	Retail Marijuana Store
Dessimals, Inc., 137 W. Cedar Street	Retail Cultivation Facility
Dessimals, Inc., 137 W. Cedar Street	Medical Center
Dessimals, Inc., 137 W. Cedar Street	Medical Infused-Products Manufacturer
Freedom Road Garden, LTD, 2600 Freedom Road	Retail Marijuana Store
Freedom Road Garden, LTD, 2600 Freedom Road	Retail Cultivation Facility
Freedom Road Garden, LTD, 2600 Freedom Road	Medical Center
Freedom Road Garden, LTD, 2600 Freedom Road	Medical Marijuana Optional Premise Cultivation Operation

Dated this 30th day of June, 2015.

CITY OF TRINIDAD, COLORADO

Audra Garrett

Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 30th day of June, 2015, I mailed a copy of the Investigative Report, by Certified Mail, to:

The Grow Foundry, Inc.
d/b/a CODA Signature
1200 Cherokee St., Unit 108
Denver, CO 80204
Certified Mail #7015 0640 0006 3841 5965

Audra Garrett

Audra Garrett, City Clerk

CITY OF TRINIDAD

City Clerk's Office
135 N Animas St
P.O. Box 880
Trinidad, Colorado 81082
719-846-9843

City of Trinidad
MAY 28 2015
City Clerk's Office

MEDICAL MARIJUANA LICENSE APPLICATION

☒ New License Application Fee $2,500.00
☒ License Fee/Renewal Fee $1,000.00
☐ Transfer of Ownership Application Fee $1,500.00
☐ Change of Location $1,500.00

LICENSE TYPE

☐ Medical Marijuana Center
☒ Medical Marijuana Infused-Products Manufacturer
☐ Medical Marijuana-Optional Premises Cultivation Operation

TYPE OF BUSINESS

☒ Corporation
☐ Partnership
☐ Individual*
☐ Limited Liability Corporation
☐ Other Text

*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID

Applicant (Corporation/LLC) The Grow Foundry, Inc.

Applicant (Sole Proprietor) n/a
First Name Middle Initial Last Name

Trade Name of Establishment (DBA) CODA Signature

Address of Premise 1105 Constitution Dr. Trinidad, CO 81082

Mailing Address 1200 Cherokee St. Unit 108 Denver, CO 80204

Telephone 720-596-4104 Email Address info@thegrowfoundry.com

Contact Person/Manager Mark Grindeland Title CEO

Telephone 617-818-2480 Email Address markgrindeland@thegrowfoundry.com

---

Does the Applicant have legal possession of the premise for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

☐ Ownership ☒ Lease ☐ Other (explain in detail)

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:**

Landlord	Tenant	Expires
Altum Investments, Inc.	The Grow Foundry, Inc.	1-31-2020

If premises are leased, attach notarized consent by the owner of the property to the licensing of the premises for a medical marijuana facility.

Individual History Records attached and 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.

1. Fingerprinting by the Trinidad Police Department for:
   - 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

   with the appropriate fee payable to Colorado Bureau of Investigation (currently $38.50, March, 2014)

✓ 2. Lease or Deed – Evidence of Possession *

✓ 3. Conditional Use Permit approval Medical vote 2.10.15 * need copy of permit *

4. Copy of alarm system contract

✓ 5. Copy of state sales tax license* N/A for MJ/OZC

✓ 6. Certificate of Good Standing*

7. Affidavit of Lawful Presence (Sole Proprietors only)

✓ 8. Diagram of Premises:
   - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.

✓ 9. Copy of State Application with attachments

LIST OF OWNERS, OFFICERS, MANAGERS, EMPLOYEES & OTHERS WITH DIRECT OR INDIRECT FINANCIAL INTEREST

1. Name: Mark Grindeland Title: CEO

   Address: [redacted] Denver, CO 80204

   Financial Interest: 50%

2. Name: Elizabeth Cooke Title: President

   Address: [redacted] Arvada, CO 80001

   Financial Interest: 50%

3. Name: _____ Title: _____

   Address: _____

   Financial Interest: _____

4. Name: _____ Title: _____

Address: _____

Financial Interest: _____

5. Name: _____ Title: _____

Address: _____

Financial Interest: _____

6. Name: _____ Title: _____

Address: _____

Financial Interest: _____

7. Name: _____ Title: _____

Address: _____

Financial Interest: _____

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the medical marijuana business; and that the application and documents submitted for other approvals relating to the medical marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

By accepting a license issued pursuant to this ordinance a licensee, jointly and severally if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the medical marijuana dispensary that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.

Signed: Mark Grinpeland Title: CEO President

(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: MARK GRINPELAND Elizabeth Cooke Date: 5-15-15 5.15.15

CITY OF TRINIDAD

City Clerk's Office
135 N Animas St
P.O. Box 880
Trinidad, Colorado 81082
719-846-9843

RETAIL MARIJUANA LICENSE APPLICATION

☒ New License Application Fee $2,500.00 ☒ License Fee/Renewal Fee $2,500.00
☐ Transfer of Ownership Application Fee $1,500.00 ☐ Change of Location $1,500.00
☐ $1.00 per square foot cultivation fee _____ Square feet = $_____
☐ Expansion of cultivation area @ $1.00 per square foot charge for that additional area $_____

LICENSE TYPE

☐ Marijuana Store ☒ Marijuana Product Manufacturing Facility
☐ Marijuana Cultivation Facility ☐ Marijuana Testing Facility

TYPE OF BUSINESS

☒ Corporation ☐ Partnership ☐ Individual*
☐ Limited Liability Corporation ☐ Other

*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID

Applicant (Corporation/LLC) The Grow Foundry, Inc.

Applicant (Sole Proprietor) n/a
First Name Middle Initial Last Name

Trade Name of Establishment (DBA) CODA Signature

Address of Premise 1105 Constitution Dr. Trinidad, CO 81082

Mailing Address 1200 Cherokee St. Unit 108 Denver, CO 80204

Telephone 720-596-4104 Email Address info@thegrowfoundry.com

Contact Person/Manager Mark Grindeland Title CEO

Telephone 617-818-2480 Email Address markgrindeland@thegrowfoundry.com

---

Does the Applicant have legal possession of the premise for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

☐ Ownership ☒ Lease ☐ Other (explain in detail)

_____

_____

R 5/27/15

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:**

Landlord	Tenant	Expires
Altum Investments, Inc.	The Grow Foundry, Inc.	1-31-2020

***If premises are leased, attach notarized consent by the owner of the property to the licensing of the premises for a retail marijuana facility.*

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION

Individual History Records attached and 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.

✓ 1. Fingerprinting by the Trinidad Police Department for:
- 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 with the appropriate fee payable to Colorado Bureau of Investigation (currently $39.50, March, 2014)

✓ 2. Lease or Deed – Evidence of Possession

✓ 3. Conditional Use Permit approval

✓ 4. Copy of alarm system contract · statement

✓ 5. Copy of state sales tax license

✓ 6. Certificate of Good Standing

✓/A 7. Affidavit of Lawful Presence (Sole Proprietors only)

✓ 8. Diagram of Premises:
- A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.

A one-time fee of $1.00 per square foot of that portion of the licensed premises in which plants are located for cultivation purposes, including greenhouses, shall be due to the City. Any expansion of the licensed premises in which plants are located for cultivation purposes shall result in an additional $1.00 per square foot charge for that additional area.

✓ 9. Copy of State Application with attachments

LIST OF OWNERS, OFFICERS, MANAGERS, EMPLOYEES & OTHERS WITH DIRECT OR INDIRECT FINANCIAL INTEREST

1. Name: Mark Grindeland Title: CEO

Address: [redacted]

Financial Interest: 50%

2. Name: Elizabeth Cooke Title: President

Address: [redacted]

Financial Interest: 50%

3. Name: _____ Title: _____

Address: _____

Financial Interest: _____

4. Name: _____ Title: _____

Address: _____

Financial Interest: _____

5. Name: _____ Title: _____

Address: _____

Financial Interest: _____

6. Name: _____ Title: _____

Address: _____

Financial Interest: _____

7. Name: _____ Title: _____

Address: _____

Financial Interest: _____

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana business; and that the application and documents submitted for other approvals relating to the retail marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

By accepting a license issued pursuant to this ordinance a licensee, jointly and severally if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the retail marijuana business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.

Mark Grindeland — Chief Executive Officer

Signed: _____ Title: President
(Must be signed by Individual Owner, Partner, or Officer)

MARK GRINDELAND — 5-15-15

Printed Name: Elizabeth Cooke Date: 5.15.15

City of Trinidad, Colorado
1879

CITY OF TRINIDAD, COLORADO
OFFICE OF THE CITY CLERK

LICENSEE'S STATEMENT REGARDING KNOWLEDGE OF THE STATE OF COLORADO'S RETAIL MARIJUANA CODES AND REGULATIONS AND THE CITY OF TRINIDAD'S ORDINANCES AND LOCAL RULES OF PROCEDURE GOVERNING RETAIL MARIJUANA BUSINESSES

The Local Licensing Authority, as the enforcement agency for the for the City of Trinidad, expects a Retail Marijuana Business licensee to be knowledgeable of the State of Colorado's and the City of Trinidad's Retail Marijuana laws, codes, regulations and ordinances and to seek further clarification of such information if necessary.

I, Elizabeth Cooke/Mark Grundeland, hereby state that I have read Article 43.4 of Title 12, C.R.S., as amended, and the regulations promulgated thereunder, and the City of Trinidad Municipal Code regarding general business licensing and Retail Marijuana business licensing and understand the contents thereof.

The Grow Founding, Inc.
Printed Name of Licensee

Mark Grundeland CEO
President
Authorized Signature of Licensee/Title

5.27.15
Date

JESSICA L. CURRO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144030351
MY COMMISSION EXPIRES AUGUST 1, 2018

STATE OF Colorado)
) **ss.**
COUNTY OF Las Animas)

Subscribed and sworn to before me this 27 **day of** May, **20** 15.

Notary Public Signature

My Commission Expires: August 1, 2018

City of Trinidad
Planning Department
135 N. Animas
Trinidad, CO 81082
Telephone (719)-846-9843 Ext 136
Fax (719)-846-4140
planning@trinidad.co.gov

Altum Trinidad
Elizabeth Cooke/Mark Grindeland
1200 Cherokee St. Suite 108
Denver, CO 80204

February 12, 2015

RE: CUP Applications: #2015-OPCO-01
#2015-MMIPM-01

Dear Elizabeth/Mark Grindeland,

On February 10, 2015 the Planning, Zoning and Variance Commission approved your request for a conditional use permit to establish and operate the above referenced facilities at 1105 Constitution Dr. subject to the following conditions:

1. The applicant must comply with all provisions outlined in Article 12 of Chapter 14 of the City of Trinidad Municipal Code of Ordinances as well as any and all applicable state and local statutes, ordinances, rules, and regulations regarding the operation of medical marijuana centers, and other statutes, ordinances, rules, and regulations for the operation of businesses within the City of Trinidad, including but not limited to City sales tax and the City's sign code.

2. The applicant must provide the City with an air filtration plan describing the filtration system and/or other method or methods to be used to minimize odors associated with the cultivation and sale of medical marijuana. Approval of said air filtration plan is subject to the approval of the City Building Inspector.

3. If the proposed conditional use is not established within one year of its approval, discontinued for at least one year, or replaced by another use of the land, the conditional use permit and all associated conditional use permits shall expire.

4. The applicant must comply with the reasonable requirements of all Trinidad Municipal Officials with respect to the establishment and operation of the proposed facility or facilities.

If you have any questions, please don't hesitate to contact me.

Thank you,

Louis Fineberg
Planning Director

CC: Chris Kelley, Building Inspector
Les Downs, City Attorney
Audra Garrett, City Manager
File

City of Trinidad
Planning Department
135 N. Animas
Trinidad, CO 81082
Telephone (719)-846-9843 Ext 136
Fax (719)-846-4140
planning@trinidad.co.gov

Altum Trinidad
Elizabeth Cooke/Mark Grindeland
1200 Cherokee St. Suite 108
Denver, CO 80204

January 14, 2015

RE: CUP Applications: #2015-RMS-01
#2015-RPMF-01
#2015-RMCF-01

Dear Elizabeth/Mark Grindeland,

On January 13, 2015 the Planning, Zoning and Variance Commission approved your request for a conditional use permit to establish and operate the above referenced facilities at 36750 Constitution Dr. subject to the following conditions:

1. The applicant must comply with all provisions outlined in Article 12 of Chapter 14 of the City of Trinidad Municipal Code of Ordinances as well as any and all applicable state and local statutes, ordinances, rules, and regulations regarding the operation of medical marijuana centers, and other statutes, ordinances, rules, and regulations for the operation of businesses within the City of Trinidad, including but not limited to City sales tax and the City's sign code.

2. The applicant must provide the City with an air filtration plan describing the filtration system and/or other method or methods to be used to minimize odors associated with the cultivation and sale of medical marijuana. Approval of said air filtration plan is subject to the approval of the City Building Inspector.

3. If the proposed conditional use is not established within one year of its approval, discontinued for at least one year, or replaced by another use of the land, the conditional use permit and all associated conditional use permits shall expire.

4. The applicant must comply with the reasonable requirements of all Trinidad Municipal Officials with respect to the establishment and operation of the proposed facility or facilities.

If you have any questions, please don't hesitate to contact me.

Thank you,

Louis Fineberg

Louis Fineberg
Planning Director

UMC

CC: Chris Kelley, Building Inspector
Les Downs, City Attorney
Audra Garrett, City Manager
File

LEASE

Altum Investments Inc. 1200 Cherokee St. Unit 108 Denver, CO 80204

THIS LEASE, dated effective the 1st of February 2015, is by and between Altum Investments Inc, ("Landlord"), and The Grow Foundry Inc, DBA CODA Signature ("Tenant").

WITNESETH:

1. PRINCIPAL TERMS. Capitalized terms, first appearing in quotations in this Section, elsewhere in the Lease or any Exhibits, are definitions of such terms as used in the Lease and Exhibits and shall have the defined meaning whenever used.

1.1	"BUILDING":	A warehouse/manufacturing building situated upon the parcel of Real Property located at 1105 Constitution Drive, Trinidad, CO 81082
1.2	"PREMISES":	Approximately 30,000 Square Feet comprising the entirety of the Building
1.3	"INITIAL TERM":	5 years beginning on the Commencement Date and ending on the Expiration Date.
	"Lease Commencement Date":	February 1, 2015
	"Expiration Date":	January 31, 2020 or upon the Tenant's Closing Date, as defined in Section 28 of the Lease. Either party may terminate this Lease early upon thirty (30) days' written notice thereof by such party to the other party.
	"Renewal Option"	Tenant shall have the option to renew this Lease for (2) successive five-year periods and may exercise the option to renew by giving written notice to Landlord.
	"Possession Commencement Date":	February 1, 2015
1.4	"Rent Commencement Date"	July 1, 2015 at $7,500.00 SF February 1, 2016 at $15,000.00 SF
	"BASE RENT":	

Lease Year	Monthly Base Rent
July 1, 2015- January 31, 2016	$7,500.00
February 1, 2016- January 31, 2017	$15,000.00

1.5	"OPERATING EXPENSES":	Intentionally Omitted

1.6	"DEPOSIT":	$5000.00
1.7	"PERMITTED USE":	Marijuana growing, infused product manufacturing, and retail.
1.8	"GUARANTOR":	None
1.9	LANDLORD'S NOTICE ADDRESS:	c/o Mark Grindeland 1200 Cherokee St. Unit 108 Denver, CO 80204
	LANDLORD'S TAX I.D.:	**47-2225000**
1.11	TENANT'S NOTICE ADDRESS:	1105 Constitution Dr. Trinidad, CO 81082
1.12	TENANT'S TAX I.D.:	47-2874873
1.13	LANDLORD'S BROKER:	None
1.14	COOPERATING BROKER:	None
1.15	ATTACHMENTS:	*[check if applicable] __X__ Exhibit A - Real Property _____ Addendum _____ Work Letter

2. GENERAL COVENANTS. Tenant covenants and agrees to pay Rent and perform the obligations hereafter set forth and in consideration therefor Landlord leases to Tenant the real property legally described on Exhibit A (the "Real Property"), together with the Building located thereon, for the Term (defined below). The Building, Real Property, and appurtenances are hereinafter collectively sometimes called the "Building Complex."

3. TERM. The Initial Term of the Lease commences at 12:01 a.m. on the Lease Commencement Date and terminates at 12:00 midnight on the Expiration Date (the Initial Term together with any extensions thereof is herein referred to as the "Term").

4. RENT. Commencing on the Rent Commencement Date and on the first day of each calendar month of the Term thereafter, Tenant shall pay Base Rent in the monthly amount stated in Section 1.4, in advance without notice (all amounts, including Base Rent, to be paid by Tenant pursuant to this Lease as the context requires are sometimes referred to collectively as "Rent[s]"). Rents shall be paid without set off, abatement, or diminution, at the office of Landlord in Trinidad, Colorado, or at such other place as Landlord from time to time designates in writing. Notwithstanding the above, an amount equal to the first and last months' Base Rent amounts shall be due upon the signing of the Lease.

5. COMPLETION OF THE PREMISES. Tenant shall take possession of the Premises on the Lease Commencement Date and said occupancy shall be conclusive evidence that Tenant has accepted the Premises in their "as is" condition on the Lease Commencement Date.

6. OPERATING EXPENSES. – Intentionally Omitted

7. SERVICES.

7.1 Tenant shall pay for the costs of all janitorial service, utility deposits and costs, fees and monthly service charges for electricity, natural gas, propane, waste disposal, water and sanitary sewer services tied directly to the Premises. Tenant shall also pay the cost of replacing light bulbs and/or tubes and ballasts used in all lighting in the Premises.

7.2 Landlord may temporarily discontinue, reduce, or curtail Services when necessary due to accident, casualty repairs, alterations, strikes, lockouts, Applicable Laws, or any other happening beyond Landlord's reasonable control. Landlord is not liable for damages to Tenant or any other party as a result of any interruption, reduction, or discontinuance of Services (either temporary or permanent) nor shall the temporary occurrence of any such event be construed as an eviction of Tenant, cause or permit an abatement, reduction or setoff of Rent, or operate to release Tenant from Tenant's obligations.

7.3 Tenant shall promptly notify Landlord of any accidents or defects in the Building of which Tenant becomes aware, including defects in pipes, electric wiring, and HVAC equipment, and of any condition which may cause injury or damage to the Building or any person or property therein.

8. QUIET ENJOYMENT. So long as an Event of Default has not occurred, Tenant is entitled to the quiet enjoyment and peaceful possession of the Premises subject to the provisions of this Lease and the statutes, rules, regulations, zoning laws and ordinances of applicable governmental authorities, recorded easements and restrictions and any other recorded instruments.

9. DEPOSIT. Prior to the Rent Commencement Date, Tenant must pay a security deposit of five thousand dollars $5000.00), which shall be returned at the expiration of this Lease within a period of thirty (30) days but no more than sixty (60) days, less the cost of repairing any damages (except ordinary wear and tear) caused by Tenant or anyone acting under Tenant's control.

10. CHARACTER OF OCCUPANCY.

10.1 Tenant shall occupy the Premises for the Permitted Use and for no other purpose, and use them in a careful, safe, and proper manner and pay on demand for any damage to the Premises caused by misuse or abuse by Tenant, Tenant's agents or employees, or any other person entering upon the Premises under express or implied invitation of Tenant (collectively, "Tenant's Agents"). Tenant, at Tenant's expense, shall comply with all applicable state, city, quasi-governmental and utility provider laws, codes, rules, and regulations now or hereafter in effect ("Applicable Laws") which impose any duty upon Landlord or Tenant with respect to the occupation or alteration of the Premises, provided Tenant shall not be responsible for structural repairs or alterations except to the extent set forth in Section 6.1(5)(l) above. Tenant shall not commit or permit waste or any nuisance on or in the Premises.

10.2 Tenant shall, at its own cost and expense, cause the removal and disposal of Tenant's refuse and garbage. Disposal of all refuse and garbage shall be accomplished in accordance with all Applicable Laws, ordinances, and regulations.

11. MAINTENANCE, ALTERATIONS AND REENTRY.

11.1 Except as otherwise provided in Section 6.1.(5)(l) above, Landlord shall also maintain and repair all structural elements of the Building and Building Complex. Except as provided in this Section or otherwise expressly required in this Lease, Landlord is not required to make improvements or repairs to the Premises during the Term.

11.2 Landlord or Landlord's agents may at any time enter the Premises for examination and inspection, or to perform, if Landlord elects, any obligations of Tenant which Tenant fails to perform or such cleaning, maintenance, repairs, replacements, additions, or alterations as Landlord deems necessary for the safety, improvement, or preservation of the Premises or other portions of the Building Complex or as required by Applicable Laws. Landlord or Landlord's agents may also show the Premises to prospective tenants, purchasers and Mortgagees. Any such reentry does not constitute an eviction or entitle Tenant to abatement of Rent. Landlord may make such alterations or changes in other portions of the Building Complex as Landlord desires so long as such alterations and changes do not unreasonably interfere with Tenant's occupancy of the Premises. Landlord may use one (1) or more entrances to the Building Complex as may be necessary in Landlord's judgment to complete such work.

12. ALTERATIONS AND REPAIRS BY TENANT.

12.1 Tenant shall not make any alterations to the Premises during the Term, including installation of equipment or machinery which requires modifications to existing electrical outlets or increases Tenant's usage of electricity beyond building design standards (collectively "Alterations") without in each instance first obtaining the written consent of Landlord. Landlord's consent or approval of the plans, specifications and working drawings for any Alterations shall not constitute any warranty or representation by Landlord (and shall not impose any liability on Landlord) as to their completeness, design sufficiency, or compliance with Applicable Laws. Tenant shall at its cost: pay all engineering and design costs incurred by Landlord as to all Alterations, obtain all governmental permits and approvals required, and cause all Alterations to be completed in compliance with Applicable Laws and requirements of Landlord's insurance. All such work relating to Alterations shall be performed in a good and workmanlike manner, using new materials and equipment at least equal in quality to the initial Tenant finish. All Alterations, repair and maintenance work performed by Tenant shall be done at Tenant's expense. If Landlord authorizes Alterations to the Premises, Tenant shall deliver to Landlord prior to commencement certificates issued by insurance companies qualified to do business in the State of Colorado, evidencing that worker's compensation, public liability insurance, products liability insurance, and property damage insurance (in amounts, with companies and on forms satisfactory to Landlord) are in force and maintained by all contractors and subcontractors engaged to perform such work. All liability policies shall name Landlord, Landlord's Property Manager (defined below), and Mortgagee as additional insured's. Each certificate shall provide that the insurance may not be cancelled or modified without thirty (30) days' prior written notice to Landlord and Mortgagee. Landlord also has the right to post notices in the Premises in locations designated by Landlord stating that Landlord is not responsible for payment for such work and containing such other information, as Landlord deems necessary. All such work shall be performed in a manner, which does not unreasonably interfere with Landlord or impose additional expense upon Landlord in the operation of the Building Complex.

12.2 Tenant shall keep the Premises in as good order, condition, and repair and in an orderly state, as on the Lease Commencement Date, loss by fire or other casualty or ordinary wear excepted.

12.3 All Alterations, including partitions, paneling, carpeting, drapes or other window coverings, and light fixtures (but not including movable office furniture not attached to the Building), are deemed a part of the real estate and the property of Landlord and shall remain upon and be surrendered with the Premises at the end of the Term, whether by lapse of time or otherwise, unless Landlord notifies Tenant no later than fifteen (15) days prior to the end of the Term that it elects to have Tenant remove all or part of such Alterations, and in such event, Tenant shall at Tenant's expense promptly remove the Alterations specified and restore the Premises to their prior condition, reasonable wear and tear excepted.

13. MECHANICS' LIENS. Tenant shall pay for all work done on the Premises by Tenant or at its request of a character which may result in liens on Landlord's or Tenant's interest and Tenant will keep the Premises free of all mechanics' liens, and other liens on account of such work. Tenant indemnifies, defends, and saves Landlord harmless from all liability, loss, damage, or expenses, including attorneys' fees, on account of any claims of laborers, material-men or others for work performed or for materials or supplies furnished to Tenant or persons claiming under Tenant. If any lien is recorded against the Premises or Real Property or any suit affecting title thereto is commenced as a result of such work, or supplying of materials, Tenant shall cause such lien to be removed of record within five (5) days after notice from Landlord. If Tenant desires to contest any claim, Tenant must furnish Landlord adequate security of at least one hundred fifty percent (150%) of the amount of the claim, plus estimated costs and interest and, if a final judgment establishing the validity of any lien is entered, Tenant shall immediately pay and satisfy the same. If Tenant fails to proceed as aforesaid, Landlord may pay such amount and any costs, and the amount paid, together with reasonable attorneys' fees incurred, shall be immediately due Landlord upon notice.

14. SUBLETTING AND ASSIGNMENT.

14.1 Tenant, as well as any other party that has acquired an interest in this Lease by virtue of a sublease or assignment, shall not sublet any part of the Premises nor assign or otherwise transfer this Lease.

15. DAMAGE TO PROPERTY. Tenant agrees Landlord is not liable for any injury or damage, either proximate or

remote, occurring through or caused by fire, water, steam, or any repairs, alterations, injury, accident, or any other cause to the Premises, to any furniture, fixtures, Tenant improvements, or other personal property of Tenant kept or stored in the Premises, or in other parts of the Building Complex, unless caused by the gross negligence or willful misconduct of Landlord. The keeping or storing of all property of Tenant in the Premises and Building Complex is at the sole risk of Tenant.

16. TENANT'S INSURANCE AND INDEMNITY TO LANDLORD.

16.1 Tenant agrees to indemnify, defend, and hold Landlord and Landlord's Property Manager harmless from all liability, costs, or expenses, including attorneys' fees, on account of damage to the person or property of any third party to the extent caused by the negligence or breach of this Lease by the Tenant or Tenant's Agents.

16.2 Tenant shall maintain throughout the Term the following insurance:

(1) Workmen's compensation insurance for protection of Tenant, its owners, partners and employees as required by law, and employer's liability insurance with the following limits:

(a) Each accident: One Hundred Thousand Dollars ($100,000.00).

(b) Each occupational disease: One Hundred Thousand Dollars ($100,000.00).

(c) Occupational disease aggregate: Five Hundred Thousand Dollars ($500,000.00).

The workmen's compensation and employer's liability insurance policies of Tenant shall contain a waiver of subrogation as to Landlord. The limits of liability for this coverage shall be as required by applicable statute.

(2) Broad form general liability insurance covering bodily injury, including death, personal injury, property damage and contractual liability. The broad form general liability insurance policy shall provide coverage on an occurrence basis and shall include explosion, collapse, underground hazard and products/completed operations coverage. Minimum limits of liability provided by this coverage shall be as follows:

(a) General aggregate: Two Million Dollars ($2,000,000.00).

(b) Products/completed operations aggregate: Two Million Dollars ($2,000,000.00).

(c) Personal and advertising injury: One Million Dollars ($1,000,000.00).

(d) Each occurrence: One Million Dollars ($1,000,000.00).

(e) Umbrella or excess policy limit: Two Million Dollars ($2,000,000.00).

(3) Automobile liability insurance covering the use, operation and maintenance of any automobiles, trucks, trailers or other vehicles owned, hired or non-owned by Tenant providing bodily injury, including death, and property damage coverage. Minimum limits of liability provided by this coverage shall be a combined single limit of One Million Dollars ($1,000,000.00).

With respect to the foregoing insurance policies to be provided by Tenant, Tenant agrees as follows:

(1) Tenant shall notify Landlord of any substantial claims (paid or reserved) applied against the aggregate of any of the required insurance policies. The full aggregate general liability policy limits required above shall be available with respect to Tenant's obligations hereunder and Tenant shall obtain a project specific/location specific aggregate limit endorsement confirming such coverage.

(2) All insurance required hereunder shall be maintained in full force and effect in a company or

companies satisfactory to Landlord which shall have a minimum Best rating of A VIII, at Tenant's expense, and until the expiration of the Term hereof.

(3) All insurance shall be subject to the requirements that Landlord must receive prior written notice thirty (30) days before cancellation of or failure to renew any such policy. In the event of the threatened cancellation for nonpayment of premiums, Landlord may pay the same on behalf of Tenant and add such payments to amounts then and subsequently owing to Landlord hereunder.

(4) Prior to occupancy of the Premises, and ten (10) days prior to the expiration of the then current policy, Tenant shall deliver certificates evidencing that the insurance required under this Lease is in effect.

(5) Failure to furnish the required insurance certificates shall constitute an Event of Default hereunder (defined below).

(6) Landlord and any other party required to be indemnified by Tenant under this Lease shall be named as an additional insured on Tenant's policies of automobile liability, broad form general liability and any excess liability insurance required by this Lease.

(7) All insurance provided by Tenant hereunder shall be primary to any insurance policies held by Landlord.

17. SURRENDER AND NOTICE.

17.1 Upon the expiration or other termination of this Lease, Tenant shall immediately quit and surrender to Landlord the Premises broom clean, in good order and condition, ordinary wear and tear and loss by fire or other casualty excepted, and Tenant shall remove all of its movable furniture and other effects, at Landlord's option, and related equipment in the Building installed for Tenant, and such Alterations, as Landlord requires. If Tenant fails to timely vacate the Premises as required, Tenant is responsible to Landlord for all resulting costs and damages of Landlord, including any amounts paid to third parties who are delayed in occupying the Premises.

17.2 Tenant shall be required to remove upon the expiration or other termination of this Lease, without further notice from Landlord, any electronic, computer, telecommunications, data and/or any other cabling or wiring and related equipment (all, collectively, "cabling") which is installed by or for the benefit of Tenant and located in the Premises (i.e., the Building), unless Landlord notifies Tenant in writing prior to such expiration (or, in the event of such earlier termination, as soon as reasonably practicable after such termination) that Landlord elects to have Tenant leave such cabling in the Building. Tenant shall not install any cabling within the Building without the prior written consent of Landlord.

18. INSURANCE, CASUALTY, AND RESTORATION OF PREMISES.

18.1 Landlord shall maintain property insurance for the Building Complex, the shell and core of the Building (i.e., the Premises) in such amounts, from such companies, and on such terms and conditions, including insurance for loss of Rent as Landlord deems appropriate, from time to time.

18.2 Tenant shall maintain throughout the Term insurance coverage at least as broad as ISO Special Form Coverage against risks of direct physical loss or damage (commonly known as "all risk") for the full replacement cost of Tenant's property and betterments in the Premises, including tenant finish in excess of the initial Tenant finish.

18.3 If the Building is damaged by fire or other casualty which renders the Premises wholly un-tenantable or the damage is so extensive that an architect selected by Landlord certifies in writing to Landlord and Tenant within sixty (60) days of said casualty that the Premises cannot, with the exercise of reasonable diligence, be made fit for occupancy within one hundred eighty (180) working days from the happening thereof, then, at the option of Landlord or Tenant exercised in writing to the other within thirty (30) days of such determination, this Lease shall terminate as of the occurrence of such damage. In the event of termination, Tenant shall pay Rent duly apportioned up to the time of such casualty and forthwith surrender the Premises and all interest. If Tenant fails to do so, Landlord may reenter and take possession of the Premises and

remove Tenant. If, however, the damage is such that the architect certifies that the Premises can be made tenantable within such one hundred eighty (180) day period or neither Landlord nor Tenant elects to terminate the Lease despite the extent of damage, then the provisions below apply.

18.4 If the Premises are damaged by fire or other casualty that does not render them wholly un-tenantable or require a repair period in excess of one hundred eighty (180) days, Landlord shall with reasonable promptness except as hereafter provided repair the Premises to the extent of the initial Tenant finish. If fire or other casualty damages the building at any time, which is during the twelve (12) months prior to the Expiration Date, then at the option of Landlord, this Lease shall terminate as of the occurrence of such damage. In the event of termination, Tenant shall pay Rent duly apportioned up to the time of such casualty and forthwith surrender the Premises and all interest therein. If Tenant fails to do so, Landlord may reenter and take possession of the Premises and remove Tenant.

18.5 If the Building is damaged and within sixty (60) days after the damage Landlord decides not to reconstruct or rebuild the Building, then, notwithstanding anything contained herein, upon notice to that effect from Landlord within said sixty (60) days, Tenant shall pay the Rent apportioned to such date, this Lease shall terminate from the date of such notice, and both parties shall be discharged from further obligations except as otherwise expressly provided.

18.6 Landlord and Tenant waive all rights of recovery against the other and its respective officers, partners, members, managers, agents, representatives, and employees for loss or damage to its real and personal property kept in the Building Complex which is capable of being insured against under ISO Special Form Coverage, or for loss of business revenue or extra expense arising out of or related to the use and occupancy of the Premises. Tenant also waives all such rights of recovery against Landlord's Property Manager. Each party shall, upon obtaining the property damage insurance required by this Lease, notify the insurance carrier that the foregoing waiver is contained in this Lease and shall use reasonable efforts to obtain an appropriate waiver of subrogation provision in the policies.

18.7 Rent shall abate during any period of repair and restoration in the same proportion that the part of the Premises rendered un-tenantable bears to the whole.

19. CONDEMNATION. If the Premises or substantially all of them or any portion of the Building Complex which renders the Premises un-tenantable is taken by right of eminent domain, or by condemnation (which includes a conveyance in lieu of a taking), this Lease, at the option of either Landlord or Tenant exercised by notice to the other within thirty (30) days after the taking, shall terminate and Rent shall be apportioned as of the date of the taking. Tenant shall forthwith surrender the Premises and all interest in this Lease, and, if Tenant fails to do so, Landlord may reenter and take possession of the Premises. If less than all the Premises is taken, Landlord shall promptly repair the Premises as nearly as possible to their condition immediately prior to the taking, unless Landlord elects not to rebuild under Section 18.5. Landlord shall receive the entire award or consideration for the taking.

20. DEFAULT BY TENANT.

20.1 Each of the following events is an "Event of Default":

(1) Any failure by Tenant to pay Rent on the due date unless such failure is cured within ten (10) days after notice by Landlord;

(2) Tenant vacates or abandons the Premises;

(3) This Lease or Tenant's interest is transferred whether voluntarily or by operation of law except as permitted in Section 14;

(4) This Lease or any part of the Premises is taken by process of law and is not released within fifteen (15) days after a levy;

(5) Commencement by Tenant of a proceeding under any provision of state law relating to insolvency, bankruptcy, or reorganization ("Bankruptcy Proceeding");

(6) Commencement of a Bankruptcy Proceeding against Tenant, unless dismissed within sixty (60) days after commencement;

(7) The insolvency of Tenant or execution by Tenant of an assignment for the benefit of creditors; the convening by Tenant of a meeting of its creditors or any significant class thereof for purposes of effecting a moratorium upon or extension or composition of its debts; or the failure of Tenant generally to pay its debts as they mature;

(8) The admission in writing by Tenant (or any general partner, manager, managing member or officer of Tenant if Tenant is an entity), that it is unable to pay its debts as they mature or it is generally not paying its debts as they mature;

(9) Tenant fails to perform any of its other obligations and non-performance continues for thirty (30) days after notice by Landlord or, if such performance cannot be reasonably had within such thirty (30) day period, Tenant does not in good faith commence performance within such thirty (30) day period and diligently proceed to completion; provided, however, Tenant's right to cure shall not exceed the period provided by Applicable Law.

20.2 Remedies of Landlord. If an Event of Default occurs, Landlord may then or at any time thereafter, either:

(1) (a) Without further notice except as required by Applicable Laws, reenter and repossess the Premises or any part and expel Tenant and those claiming through or under Tenant and remove the effects of both without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of this Lease. Should Landlord reenter or take possession pursuant to legal proceedings or any notice provided for by Applicable Law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part, either alone or in conjunction with other portions of the Building Complex, in Landlord's or Tenant's name but for the account of Tenant, for such periods (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its sole discretion, determines and Landlord may collect the rents therefor. Landlord is not in any way responsible or liable for failure to re-let the Premises, or any part thereof, or for any failure to collect any rent due upon such re-letting; provided, however that Landlord agrees to use reasonable efforts to relet the Premises and to collect rent due upon such re-letting. No such reentry or repossession or notice from Landlord shall be construed as an election by Landlord to terminate this Lease unless specific notice of such intention is given Tenant. Landlord reserves the right following any reentry and/or re-letting to exercise its right to terminate this Lease by giving Tenant notice, in which event this Lease will terminate as specified in the notice.

(b) If Landlord takes possession of the Premises without terminating this Lease, Tenant shall pay Landlord (i) the Rent which would be payable if repossession had not occurred, less (ii) the net proceeds, if any, of any re-letting of the Premises after deducting all of Landlord's expenses incurred in connection with such re-letting, including all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration, and repair costs (collectively "Re-letting Expenses"). If, in connection with any re-letting, the new lease term extends beyond the Term or the premises covered thereby include other premises not part of the Premises, a fair apportionment of the rent received from such re-letting and the Re-letting Expenses, will be made in determining the net proceeds received from the re-letting. In determining such net proceeds, rent concessions will also be apportioned over the term of the new lease. Tenant shall pay such amounts to Landlord monthly on the days on which the Rent would have been payable if possession had not been retaken, and Landlord is entitled to receive the same from Tenant on each such day; or

(2) Give Tenant notice of termination of this Lease on the date specified and, on such date, Tenant's right to possession of the Premises shall cease and the Lease will terminate except as to Tenant's liability as hereafter provided as if the expiration of the term fixed in such notice were the end of the Term. If this Lease terminates pursuant to this Section, Tenant remains liable to Landlord for damages in an amount equal to the Rent which would have been owing by Tenant for the balance of the Term had this Lease not terminated, less the net proceeds, if any, of re-letting of the Premises by Landlord subsequent to termination after deducting Re-letting Expenses. Landlord may collect such damages from Tenant monthly on the days on which the Rent would have been payable if this Lease had not terminated and Landlord shall be entitled to receive the same from Tenant on each such day. Alternatively, if this Lease is terminated, Landlord at its option may recover

forthwith against Tenant as damages for loss of the bargain and not as a penalty an amount equal to the worth at the time of termination of the excess, if any, of the Rent reserved in this Lease for the balance of the Term over the then Reasonable Rental Value of the Premises for the same period plus all Re-letting Expenses. "Reasonable Rental Value" is the amount of rent Landlord can obtain for the remaining balance of the Term.

20.3 Cumulative Remedies. Suits to recover Rent and damages may be brought by Landlord, from time to time, and nothing herein requires Landlord to await the date the Term would expire had there been no Event of Default or termination, as the case may be. Each right and remedy provided for in this Lease is cumulative and non-exclusive and in addition to every other right or remedy now or hereafter existing at law or equity, including suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of one (1) or more rights or remedies shall not preclude the simultaneous or later exercise by Landlord of other rights or remedies. All costs incurred by Landlord to collect any Rent and damages or to enforce this Lease are also recoverable from Tenant. If any suit is brought because of an alleged breach of this Lease, the prevailing party is also entitled to recover from the other party all reasonable attorneys' fees and costs incurred in connection therewith.

20.4 No Waiver. No failure by Landlord to insist upon strict performance of any provision or to exercise any right or remedy upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any breach constitutes a waiver of any such breach or such provision, except by written instrument executed by Landlord. No waiver shall affect or alter this Lease but each provision hereof continues in effect with respect to any other then existing or subsequent breach thereof.

20.5 Bankruptcy. Nothing contained in this Lease limits Landlord's right to obtain as liquidated damages in any bankruptcy or similar proceeding the maximum amount allowed by law at the time such damages are to be proven, whether such amount is greater, equal to, or less than the amounts recoverable, either as damages or Rent, referred to in any of the preceding provisions of this Section. Notwithstanding anything in this Section to the contrary, any proceeding described in Section 20.1(5),(6),(7) and (8) is an Event of Default only when such proceeding is brought by or against the then holder of the leasehold estate under this Lease.

20.6 Late Payment Charge. Any Rent not paid within ten (10) days after the due date shall thereafter bear interest at five (5) percentage points above the Prime Rate or the highest rate permitted by law, whichever is lower, until paid. Further, if such Rent is not paid within ten (10) days after notice, Tenant agrees Landlord will incur additional administrative expenses, the amount of which will be difficult to determine; Tenant therefore shall also pay Landlord a late charge for each late payment of five percent (5%) of such payment. Any amounts paid by Landlord to cure a default of Tenant which Landlord has the right but not the obligation to do, shall, if not repaid by Tenant within ten (10) days of demand by Landlord, thereafter bear interest at five (5) percentage points above the Prime Rate until paid. "Prime Rate" means the base rate on Corporate Loans posted by at least seventy-five percent (75%) of the Nation's thirty (30) largest banks (as shown in the Wall Street Journal) on the date closest to the date interest commences.

20.7 Waiver of Jury Trial. Tenant and Landlord waive any right to a trial by jury in suits arising out of or concerning the provisions of this Lease.

21. DEFAULT BY LANDLORD. In the event of any alleged default on the part of Landlord, Tenant shall give notice to Landlord and afford Landlord a reasonable opportunity to cure such default. Such notice shall be ineffective unless a copy is simultaneously also delivered in the manner required in this Lease to any holder of a mortgage and/or deed of trust affecting all or any portion of the Building Complex (collectively, "Mortgagee"), provided that prior to such notice Tenant has been notified (by way of notice of Assignment of Rents and Leases, or otherwise), of the address of a Mortgagee. If Landlord fails to cure such default within the time provided, then Mortgagee and Landlord shall have an additional thirty (30) days following a second notice from Tenant or, if such default cannot be cured within that time, such additional time as may be necessary, provided within such thirty (30) days Mortgagee or Landlord commences and diligently pursues a cure (including commencement of foreclosure proceedings if necessary to effect such cure). Tenant's sole remedy will be equitable relief or actual damages but in no event is Landlord or any Mortgagee responsible for consequential damages or lost profit incurred by Tenant as a result of any default by Landlord.

22. HAZARDOUS MATERIAL.

22.1 During the term of this Lease, Tenant shall comply with all Environmental Laws and Environmental Permits (each as defined in Section 22.4 hereof) applicable to the operation or use of the Premises, shall cause all other persons occupying or using the Premises to comply with all such Environmental Laws and Environmental Permits, shall immediately pay all costs and expenses incurred by reason of such compliance, and shall obtain and renew all Environmental Permits required for operation or use of the Premises. Tenant shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of Hazardous Materials (as defined in Section 22.4 hereof) on the Premises or transport or permit the transportation of Hazardous Materials to or from the Premises except for limited quantities used or stored at the Premises and required in connection with the routine operation and maintenance of Tenant's business in the Premises, and then only in compliance with all applicable Environmental Laws and Environmental Permits.

22.2 Tenant will immediately advise Landlord in writing of any of the following: (1) any pending or threatened Environmental Claim (as defined in Section 22.4 hereof) against Tenant relating to the Premises; (2) any condition or occurrence on the Premises of which Tenant has knowledge that (i) results in noncompliance by Tenant with any applicable Environmental Law, or (ii) could reasonably be anticipated to form the basis of an Environmental Claim against Tenant and/or Landlord or the Premises; and (3) the actual or anticipated taking of any removal or remedial action in response to the actual or alleged presence of any Hazardous Material on the Premises. All such notices shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and Tenant's response thereto. In addition, Tenant will provide Landlord with copies of all communications regarding the Premises with any government or governmental agency relating to Environmental Laws, all such communications with any person relating to Environmental Claims, and such detailed reports of any such Environmental Claim as may reasonably be requested by Landlord.

22.3 Tenant agrees to defend, indemnify and hold harmless Landlord and its partners, managers, members, officers, directors, employees, attorneys and agents (collectively, the "Indemnities") from and against all obligations (including, removal and remedial actions), losses, claims, suits, judgments, liabilities, penalties (including, by way of illustration and not by way of limitation, civil fines), damages (including consequential and punitive damages), costs and expenses (including attorneys' and consultants' fees and expenses) of any kind or nature whatsoever that may at any time be incurred by, imposed on or asserted against such Indemnities directly or indirectly based on, or arising or resulting from (1) the actual or alleged presence of Hazardous Materials on the Premises which is caused or permitted by Tenant and/or (2) any Environmental Claim relating in any way to Tenant's operation or use of the Premises. The provisions of this Section 22.3 shall survive the expiration or sooner termination of this Lease. Notwithstanding the above, Tenant shall not be liable for Environmental Claims caused by materials used in the original construction of the Premises.

22.4 (1) "Hazardous Materials" means (i) petroleum or petroleum products, natural or synthetic gas, asbestos in any form, urea formaldehyde foam insulation, and radon gas; (ii) any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; and (iii) any other substance exposure which is regulated by any governmental authority.

(2) "Environmental Law" means any state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or Hazardous Materials.

(3) "Environmental Claims" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations, proceedings, consent orders or consent agreements relating in any way to any Environmental Law or any Environmental Permit, including without limitation (i) any and all Environmental Claims by governmental or regulatory authorities for enforcement, cleanup, removal response, remedial or other actions or damages pursuant to any applicable Environmental Law and/or (ii) any and all Environmental Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to

health, safety or the environment.

(4) "Environmental Permits" means all permits, approvals, identification numbers, licenses and other authorizations required under any applicable Environmental Law.

23. SUBORDINATION AND ATTORNMENT.

23.1 This Lease at Landlord's option will be subordinate to any mortgage, deed of trust and related documents now or hereafter placed upon the Building Complex (including all advances made thereunder), and to all amendments, renewals, replacements, or restatements thereof (collectively, "Mortgage").

23.2 If any Mortgagee elects to have this Lease superior to the lien of its Mortgage and gives notice to Tenant, this Lease will be deemed prior to such Mortgage whether this Lease is dated prior or subsequent to the date of such Mortgage or the date of recording thereof.

23.3 In confirmation of subordination or superior position, as the case may be, Tenant will execute such documents (including any Subordination, Non-Disturbance and Attornment Agreement) as may be required by Mortgagee and if it fails to do so within ten (10) days after demand, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact and in Tenant's name, place, and stead, to do so. Tenant agrees that no documentation other than this Lease is required to evidence such subordination; provided, that Landlord shall provide to Tenant, on or before the mutual execution of this Lease, a Subordination, Non-Disturbance and Attornment Agreement ("SNDA") from any Mortgagee now or then encumbering the Building, in such Mortgagee's standard SNDA form. Landlord shall also request an SNDA from any Mortgagee hereinafter encumbering the Building, in such future Mortgagee's standard form.

23.4 Tenant hereby attorns to all successor owners of the Building, whether such ownership is acquired by sale, foreclosure of a Mortgage, or otherwise.

24. REMOVAL OF TENANT'S PROPERTY. All movable personal property of Tenant not removed from the Premises upon vacation, abandonment, or termination of this Lease shall be conclusively deemed abandoned and may be sold, or otherwise disposed of by Landlord without notice to Tenant and without obligation to account; Tenant shall pay Landlord's expenses in connection with such disposition.

25. HOLDING OVER: TENANCY MONTH-TO-MONTH. Nothing contained herein obligates Landlord to accept rent tendered after the expiration of the Term or relieves Tenant of its liability under Section 17.

26. PAYMENTS AFTER TERMINATION. No payments by Tenant after expiration or termination of this Lease or after any notice (other than a demand for payment of money) by Landlord to Tenant reinstates, continues, extends the Term, or affects any notice given to Tenant prior to such payments. After notice, commencement of a suit, or final judgment granting Landlord possession of the Premises, Landlord may collect any amounts due or otherwise exercise Landlord's remedies without waiving any notice or affecting any suit or judgment.

27. STATEMENT OF PERFORMANCE. Tenant agrees at any time upon not less than ten (10) days' notice to execute and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified stating the modifications); that there have been no defaults by Landlord or Tenant (or, if there have been defaults, setting forth the nature thereof); the date to which Rent has been paid in advance and such other information as Landlord requests. Such statement may be relied upon by a prospective purchaser of Landlord's interest or Mortgagee. Tenant's failure to timely deliver such statement is conclusive upon Tenant that: (i) this Lease is in full force and effect without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance; and (iii) not more than one (1) month's Rent has been paid in advance. Upon request, Tenant will furnish Landlord an appropriate resolution confirming that the party signing the statement is authorized to do so.

28. MISCELLANEOUS.

28.1 Transfer by Landlord. The term "Landlord" means so far as obligations of Landlord are concerned, only the owner of the Building at the time in question and, if any transfer of the title occurs, Landlord herein named (and in the case of any subsequent transfers, the then grantor) is automatically released from and after the date of such transfer of all liability as respects performance of any obligations of Landlord thereafter to be performed. Any funds in Landlord's possession at the time of transfer in which Tenant has an interest will be turned over to the grantee and any amount then due Tenant under this Lease will be paid to Tenant.

28.2 No Merger. The termination or mutual cancellation of this Lease will not work a merger, and such termination or cancellation will at the option of Landlord either terminate all subleases or operate as an automatic assignment to Landlord of such subleases.

28.3 Independent Covenants. This Lease is to be construed as though the covenants between Landlord and Tenant are independent and not dependent and Tenant is not entitled to any setoff of the Rent against Landlord if Landlord fails to perform its obligations; provided, however, the foregoing does not impair Tenant's right to commence a separate suit against Landlord for any default by Landlord so long as Tenant complies with Section 21.

28.4 Validity of Provisions. If any provision is invalid under present or future laws, then it is agreed that the remainder of this Lease is not affected and that in lieu of each provision that is invalid, there will be added as part of this Lease a provision as similar to such invalid provision as may be possible and is valid and enforceable.

28.5 Captions. The caption of each Section is added for convenience only and has no effect in the construction of any provision of this Lease.

28.6 Construction. The parties waive any rule of construction that ambiguities are to be resolved against the drafting party. Any words following the words "include," "including," "such as," "for example," or similar words or phrases shall be illustrative only and are not intended to be exclusive, whether or not language of non-limitation is used.

28.7 Applicability. Except as otherwise provided, the provisions of this Lease are applicable to and binding upon Landlord's and Tenant's respective heirs, successors and assigns. Such provisions are also considered to be covenants running with the land to the fullest extent permitted by law.

28.8 Authority. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of Tenant and agree, upon request, to deliver Landlord a resolution, similar document, or opinion of counsel to that effect.

28.9 Severability. If there is more than one (1) party which is the Tenant, the obligations imposed upon Tenant are joint and several.

28.10 Acceptance of Keys, Rent or Surrender. No act of Landlord or its representatives during the Term, including any agreement to accept a surrender of the Premises or amend this Lease, is binding on Landlord unless such act is by a partner, member, manager or officer of Landlord, as the case may be, or other party designated in writing by Landlord as authorized to act. The delivery of keys to Landlord or its representatives will not operate as a termination of this Lease or a surrender of the Premises. No payment by Tenant of a lesser amount than the entire Rent owing is other than on account of such Rent nor is any endorsement or statement on any check or letter accompanying payment an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance or pursue any other remedy available to Landlord.

28.11 Diminution of View. Tenant agrees that no diminution of light, air, or view from the Building entitles Tenant to any reduction of Rent under this Lease, results in any liability of Landlord, or in any way affects Tenant's obligations.

28.12 Limitation of Liability. Notwithstanding anything to the contrary contained in this Lease, Landlord's liability is limited to Landlord's interest in the Building.

28.13 Non-Reliance. Tenant confirms it has not relied on any statements, representations, or warranties by Landlord or its representatives except as set forth herein.

28.14 Written Modification. No amendment or modification of this Lease is valid or binding unless in writing and executed by the parties.

28.15 Lender's Requirements. Tenant will make such modifications to this Lease as may hereafter be required to conform to any lender's requirements, so long as such modifications do not increase Tenant's obligations or materially alter its rights.

28.16 Effectiveness. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option to lease and it is not effective unless and until execution and delivery by both Landlord and Tenant.

28.17 Survival. This Lease, notwithstanding expiration or termination, continues in effect as to any provisions requiring observance or performance subsequent to termination or expiration.

28.18 Time of Essence. Time is of the essence herein.

28.19 Recording. Tenant will not record this Lease. Recording of the Lease by or on behalf of Tenant is an Event of Default.

29. AUTHORITIES FOR ACTION AND NOTICE.

29.1 Unless otherwise provided, Landlord may act through Landlord's property manager ("Property Manager") or other designated representatives from time to time.

29.2 All notices or other communications required or desired to be given to Landlord must be in writing and shall be deemed received when delivered personally to any officer, partner, member or manager of Landlord (depending upon the nature of Landlord) or the Landlord's Property Manager or when deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as set forth in Section 1.9. All notices or communications required or desired to be given to Tenant shall be in writing and deemed duly served when delivered personally to any officer, employee, partner, member or manager of Tenant (depending upon the nature of Tenant), or when deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the appropriate address set forth in Section 1.11. Either party may designate in writing served as above provided a different address to which notice is to be mailed. The foregoing does not prohibit notice from being given as provided in Rule 4 of Colorado Rules of Civil Procedure, as amended from time to time.

30. MED APPROVAL. Landlord agrees and understands this Lease is contingent upon Tenant obtaining acceptable license(s) to conduct business as a marijuana establishment from the State of Colorado and the City of Trinidad. The lease is null and void in the event Tenant does not possess valid marijuana licenses for the Premises, or the federal government's enforcement priorities change, effective 30 days after providing written notice to Landlord.

31. EXHIBITS. See Exhibit A attached hereto and incorporated herein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written and it is effective upon delivery of a fully executed copy to Tenant.

The Grow Foundry, Inc.

By: _____

Name: Elizabeth Cooke

Title: President

Altum Investments, Inc.

By: _____

Name: Mark Grindeland

Title: C.E.O.

EXHIBIT A TO LEASE

REAL PROPERTY

Site #4, of the First Filing of the Trinidad Industrial Park Subdivision, lying in Section 31, Township 32 South, Range 63 West of the 6th PM, Las Animas County, Colorado. Said Subdivision recorded May 20, 1975 in Book 765, Pages 592, 593, and 594, Las Animas County Clerk records. Together with all improvements situate thereon.

This is to confirm that Altum Investments, Inc. is the landlord at:
1105 Constitution Dr.
Trinidad CO 81082

Altum Investments, Inc. (Landlord) is leasing to The Grow Foundry, Inc. (Tenant).

This letter is to confirm that the Landlord authorizes the Tenant to conduct recreational and medical marijuana cultivation, infused product manufacturing, and retail sales at 1105 Constitution Dr. Trinidad, CO 81082.

The lease is contingent upon State and Local license approval.

Signed (Authorized Agent)

President
Title

Elizabeth Cooke
Print

2-2-2015
Date

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.

E-Filed

Colorado Secretary of State
Date and Time: 01/22/2015 10:24 AM
ID Number: 20151043013

Document number: 20151043013
Amount Paid: $50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

The Grow Foundry, Inc.

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

2. The principal office address of the corporation's initial principal office is

Street address: 36750 Constitution Drive
(Street number and name)

Trinidad *(City)* CO *(State)* 81082 *(ZIP/Postal Code)*

(Province – if applicable) 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 corporation's initial registered agent are

Name
(if an individual)

(Last) *(First)* *(Middle)* *(Suffix)*

or

(if an entity) Vicente Sederberg, LLC
(Caution: Do not provide both an individual and an entity name.)

Street address: 1244 Grant Street
(Street number and name)

Denver *(City)* CO *(State)* 80203 *(ZIP/Postal Code)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

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

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

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

4. The true name and mailing address of the incorporator are

Name
(if an individual) Grindeland (Last) Mark (First) _____ (Middle) _____ (Suffix)

or

(if an entity) _____

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

Mailing address 1200 Cherokee Street
(Street number and name or Post Office Box information)
Unit 108
Denver (City) CO (State) 80204 (ZIP/Postal Code)
_____ (Province – if applicable) United States. (Country)

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

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

○ The corporation is authorized to issue _____ common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

◉ Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. *(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.

7. *(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 _____.
(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.

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

Kent (Last) Sally (First) McLeod (Middle) _____ (Suffix)

Vicente Sederberg, LLC
(Street number and name or Post Office Box information)

1244 Grant Street

Denver (City) CO (State) 80203 (ZIP/Postal Code)

_____ (Province – if applicable) United States (Country).

(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).

E-Filed

Colorado Secretary of State
Date and Time: 01/28/2015 03:47 PM
ID Number: 20151043013

Document number: 20151069832
Amount Paid: $10.00

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

Statement of Change
Changing the Principal Office Address

filed pursuant to § 7-90-305.5 and § 7-90-705 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number: 20151043013
(Colorado Secretary of State ID number)

Entity name or True name: The Grow Foundry, Inc.

2. The entity's principal office address has changed.

Such address, as changed, is

Street address: 1105 Constitution Drive
(Street number and name)

Trinidad — *(City)*
CO — *(State)*
81082 — *(ZIP/Postal Code)*
(Province – if applicable)
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. *(If applicable, adopt the following statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

4. *(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 are _____.
(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 such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in

conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such 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 identified in this document as one who has caused it to be delivered.

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

Kent	Sally	McLeod	
(Last)	*(First)*	*(Middle)*	*(Suffix)*
Vicente Sederberg, LLC			
(Street number and name or Post Office Box information)			
1244 Grant Street			
Denver	CO	80203	
(City)	*(State)*	*(ZIP/Postal Code)*	
	United States		
(Province – if applicable)	*(Country)*		

(If applicable, adopt the following 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).

BYLAWS OF
THE GROW FOUNDRY, INC.

Article 1. Offices

Section 1. Principal Place of Business.

The principal place of business of the corporation shall be located at 1105 Constitution Drive, Trinidad, CO 81082.

Section 2. Registered Office and Registered Agent.

The address of the registered office of the corporation is 1244 Grant Street, Denver, CO 80203 and the name of the registered agent at this address is Vicente Sederberg, LLC. The registered office and the registered agent may be changed by the board of directors at any time.

Article 2. Shareholders

Section 1. Annual Meeting.

The annual meeting of the shareholders shall be held on the fifteenth of the month of August in each year, at 5:00 pm or at any other time on any other day that shall be fixed by the board of directors, for the purpose of electing directors and for the transaction of any other business that may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in Colorado, the meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated in this bylaw for an annual meeting of the shareholders, or at any adjournment of the meeting, the board of directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as may be convenient.

Section 2. Call of Special Meeting.

Special meetings of the shareholders may be called by the CEO, president, the board of directors, or by the holders of not less than one-tenth of all outstanding shares of the corporation entitled to vote at the meeting.

Section 3. Place of Meeting.

The board of directors may designate any place, either within or without Colorado, as the place of meeting for any annual or special meeting called by the board of directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without Colorado, as the place for the holding of the meeting. If no designation is made, the place of meeting shall be the principal place of business of the corporation in Colorado.

Section 4. Notice of Meetings.

Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer

or other person authorized to give notice of the meeting, to each shareholder of record entitled to vote at the meeting; except that if all authorized shares are to be increased, at least 30 days' notice shall be given. If mailed, the notice shall be deemed to be delivered when deposited in the United States mails, addressed to the shareholder at his or her address as it appears on the stock transfer books of the corporation, with postage on the notice prepaid. A waiver in writing signed by the shareholder entitled to notice, whether before, at, or after the time stated in the notice, shall be deemed equivalent to the giving of notice.

Section 5. Fixing of Record Date.

For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment of a meeting, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors of the corporation shall fix in advance a date as the record date for any such determination of shareholders, the date in any case to be not more than 30 days and, in case of a meeting of shareholders, not less than 10 days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the day before the first notice given to shareholders, shall be the record date for the determination of shareholders. When a determination of shareholders has been made as provided in this section, the determination shall apply to any adjournment of the meeting.

Section 6. Shareholders' List.

The officer or agent having charge of the stock transfer books for shares of the corporation shall make, before each meeting of shareholders, a complete record of the shareholders entitled to vote at the meeting or any adjournment of the meeting, arranged by voting groups and within each voting group by class or series, shall be in alphabetical order within each class or series, with the address of, and the number of shares of each class or series held by each shareholder. The shareholders' list shall be available for inspection by any shareholder, beginning the earlier of 10 days before the meeting for which the list was prepared or two business days after the notice of the meeting is given and continuing through the meeting, and any adjournment of the meeting, at the principal office of the corporation or at a place identified in the notice of the meeting in the city where the meeting will be held. The shareholders' list shall be subject to the inspection on the written demand of any shareholder and, subject to restrictions of law, to copy the list during regular business hours and during the period it is available for inspection.

Section 7. Quorum.

A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum of a meeting of shareholders. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater proportion or number or voting by classes is required by the Colorado Business Corporation Act or the articles of incorporation. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At an adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum present.

Section 8. Proxies.

At all meetings of shareholders, a shareholder entitled to vote may vote in person or by proxy appointed in writing by the shareholder or by his or her duly authorized attorney-in-fact. The proxy shall be filed with the secretary of the corporation before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy may be revoked at any time before it is voted, either by written notice filed with the secretary or the acting secretary of the meeting or by oral notice given by the

shareholder to the presiding officer during the meeting. The presence of a shareholder who has filed his or her proxy shall not of itself constitute a revocation. No proxy shall be valid after 12 months from the date of its execution, unless otherwise provided in the proxy. The board of directors shall have the power and authority to make rules establishing presumptions as to the validity and sufficiency of proxies.

Section 9. Voting of Shares.

Each outstanding preferred share is entitled to two (2) votes, and each outstanding common share shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

Section 10. Representative Voting of Shares.

The following shall apply when shares are to be voted by a representative:

Shares standing in the name of another corporation, whether domestic or foreign, may be voted by the officer, agent or proxy as the bylaws of the other corporation may prescribe, or, in the absence of any such provision, as the board of directors of the other corporation may determine.

Shares held by an administrator, executor, personal representative, guardian or conservator may be voted by the fiduciary, either in person or by proxy, without a transfer of the shares into the fiduciary's name.

Shares standing in the name of a trustee may be voted by the trustee either in person or by proxy, but no trustee shall be entitled to vote the shares without a transfer of the shares into the trustee's name.

Shares held by a minor or incompetent may be voted by the minor or incompetent in person or by proxy and no such vote shall be subject to disaffirmance or avoidance, unless prior to the vote the secretary of the corporation has actual knowledge that the shareholder is a minor, or that the shareholder has been adjudicated an incompetent or that judicial proceedings have been started for the appointment of a guardian.

Shares held in the names of joint tenants may be voted in person or by proxy by any one of the joint tenants, if no other individual joint tenant is present and claims the right to vote the shares or prior to the vote has filed with the secretary of the corporation a contrary proxy or a written denial of the authority of the person present to vote the shares.

Shares standing in the name of a receiver may be voted by the receiver, and shares held by or under the control of a receiver may be voted by the receiver without the transfer of the shares into the receiver's name if authority is contained in an appropriate order of the court which appointed the receiver.

A shareholder whose shares are pledged shall be entitled to vote the shares until the shares have been transferred into the name of the pledgee, and thereafter, the pledgee shall be entitled to vote the shares so transferred.

Neither treasury shares of its own stock held by the corporation, nor shares held by another corporation if a majority of the shares entitled to vote for the election of directors of the other corporation are held by the corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time for purposes of any meeting.

Section 11. Informal Action by Shareholders.

Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter of the action.

Article 3. Board of Directors

Section 1. General Powers and Duties.

The business and affairs of the corporation shall be managed by its board of directors. The directors shall perform their duties in good faith and in a manner reasonably believed to be in the best interests of the corporation.

Section 2. Number, Tenure and Qualifications.

The number of directors of the corporation shall be two (2): **Mark Grindeland**, 1200 Cherokee Street, Denver, CO 80204 and **Elizabeth Cooke**, P.O. Box 1421, Arvada, CO 80001. Each director shall hold office until the next annual meeting of shareholders and until his or her successor shall have been elected and qualified. Directors shall be natural persons, 21 years of age or older, but need not be residents of Colorado or shareholders of the corporation. Notwithstanding all Directors must qualify as an owner of a state licensed marijuana business, pursuant to the Colorado Marijuana Code Rule 204.

Section 3. Annual Meetings.

An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of organization, election of corporate officers, election or appointment of other officers, agents or employees and for any other proper business. The board of directors may provide, by resolution, the time and place, either within or without Colorado, for the holding of additional regular meetings.

Section 4. Special Meetings.

Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board of directors may fix any place, either within or without Colorado, as the place for holding any special meeting of the board of directors called by them.

Section 5. Notice of Meeting.

Notice of any annual, regular or special meeting shall be given at least two (2) days prior to the meeting by verbal communication, or written notice delivered personally or by e-mail or fax. If mailed, the notice shall be given four (4) days in advance and shall be deemed to be delivered when deposited in the United States mails, so addressed, with postage on the notice prepaid. A director may waive in writing notice of a meeting, whether before, at, or after the time stated in the notice, and this shall be equivalent to the giving of the notice. The attendance of a director at a meeting shall constitute a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular, or special meeting of the board of directors need be specified in the notice or waiver of notice of the meeting.

Section 6. Quorum.

A majority of the number of directors fixed in Section 2 of this Article 3 shall constitute a quorum for the transaction of business at any meeting of the board of directors, but if less than the majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 7. Informal Action by Directors.

If all the directors severally or collectively consent in writing to any action taken or to be taken by the corporation and the writing or writings evidencing their consent are filed with the secretary of the corporation, the action shall be as valid as though it had been authorized at a meeting of the board.

Section 8. Telephonic Meetings of Directors.

The board of directors or any committee designated by the board may participate in any meeting of the board or committee by means of conference telephone or similar communications equipment that enables all participants in the meeting to hear each other at the same time. Participation shall constitute presence in person at the meeting.

Section 9. Removal of Directors.

At a meeting called expressly for that purpose, the entire board of directors or any lesser number may be removed, with cause, by a majority vote of the shareholders in the manner provided by the Colorado Business Corporation Act.

Section 10. Vacancies.

Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors, unless the director was elected by a voting group of the shareholders, then the vacancy shall be filled in accordance with the provisions of the Colorado Business Corporation Act. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the board of directors for a term of office continuing only until the next election of directors by the shareholders.

Section 11. Compensation.

By resolution of the board of directors, each director may be paid his or her expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the board of directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation for his or her services.

Section 12. Presumption of Assent.

A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent is entered in the minutes of the meeting or unless the director shall file a written dissent to the action with the person acting as the secretary of the meeting

before the adjournment of the meeting or forwards the dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of the action.

Section 13. Executive and Other Committees.

The board of directors by resolution may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in the resolution, shall have all of the authority of the board of directors, except as otherwise provided by the Colorado Business Corporation Act.

Article 4. Officers

Section 1. Number and Qualifications.

The principal officers of the corporation shall be a Chief Executive Office, President, a Secretary, and a Treasurer, as follows:

CEO/Treasurer	Mark Grindeland
President/Secretary	Elizabeth Cooke

Other officers (including one or more vice presidents), assistant officers, agents, and employees that the board of directors may deem necessary may be elected by the board or may be appointed in a manner prescribed by these bylaws. Any two or more offices may be held by the same person. The officers of the corporation shall be natural persons, 18 years of age or older.

Section 2. Election and Term of Office.

The principal officers of the corporation to be elected by the board of directors shall be elected annually by vote of the board of directors at the first meeting of the board of directors held after each annual meeting of the shareholders. Officers shall hold office until their successors shall have been elected, appointed or chosen and have qualified or until their death or until they shall resign or are removed in the manner provided by these bylaws.

Section 3. Removal of Officers.

Any officer or agent may be removed by the board of directors whenever in its judgment the best interests of the corporation will be served by removal of the officer or agent, but the removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors.

Section 5. Chief Executive Office

The Chief Executive Officer serves as chief executive of The Grow Foundry and, in partnership with the Board, and is subject to the control of the board of directors, is responsible for the success of The Grow Foundry. Together, the Board and Chief Executive Officer assure The Grow Foundry's relevance to the community, the accomplishment of The Grow Foundry's mission and vision, and the accountability of The Grow Foundry to its diverse constituents. The Board delegates responsibility for management and day-to-day operations to the Chief Executive Officer, and s/he has the authority to carry out these responsibilities, in accordance with the direction and policies established by the Board. The Chief Executive Officer provides direction and enables the Board as it carries out its governance functions. Accountabilities include:

1. Legal compliance a) Assures the filing of all legal and regulatory documents and monitors compliance with relevant laws and regulations.

2. Mission, policy and planning a) Helps the Board determine THE GROW FOUNDRY's values, mission, vision, and short- and long-term goals. b) Helps the Board monitor and evaluate THE GROW FOUNDRY's relevancy to the community, its effectiveness, and its results. c) Keeps the Board fully informed on the condition of THE GROW FOUNDRY and on all the important factors influencing it. • Identifies problems and opportunities and addresses them; brings those which are appropriate to the Board and/or its committees; and, facilitates discussion and deliberation. • Informs the Board and its committees about trends, issues, problems and activities in order to facilitate policy-making. Recommends policy positions. d) Keeps informed of developments in human services, not-for-profit management and governance, philanthropy and fund development.

3. Management and administration a) Provides general oversight of all THE GROW FOUNDRY activities, manages the day-to-day operations, and assures a smoothly functioning, efficient organization. b) Assures program quality and organizational stability through development and implementation of standards and controls, systems and procedures, and regular evaluation. c) Assures a work environment that recruits, retains and supports quality staff and volunteers. Assures process for selecting, development, motivating, and evaluating staff and volunteers. d) Recommends staffing and financing to the Board of Directors. In accordance with Board action, recruits personnel, negotiates professional contracts, and sees that appropriate salary structures are developed and maintained. e) Specifies accountabilities for management personnel (whether paid or volunteer) and evaluates performance regularly.

4. Governance a) Helps the Board articulate its own role and accountabilities and that of its committees and individual members, and helps evaluate performance regularly. b) Works with the Board President / Chair to enable the Board to fulfill its governance functions and facilitates the optimum performance by the Board, its committees and individual Board members. c) With the Board President / Chair, focuses Board attention on long-range strategic issues. d) Manages the Board's due diligence process to assure timely attention to core issues. e) Works with the Board officers and committee chairs to get the best thinking and involvement of each Board member and to stimulate each Board member to give his or her best. f) Recommends volunteers to participate in the Board and its committees.
5. Financing a) Promotes programs and services that are produced in a cost-effective manner, employing economy while maintaining an acceptable level of quality. b) Oversees the fiscal activities of the organization including budgeting, reporting and audit. c) Works with Board to ensure financing to support short- and long-term goals. d) Assures an effective fund development program by serving as the chief development officer or hiring and supervising an individual responsible for this activity. • Helps guide and enable the Board, its fund development committee(s) and its individual Board members to participate actively in the fund development process. • Helps the Board and its development committee design, implement and monitor a viable fundraising plan, policies and procedures. • Participates actively in identifying, cultivating and soliciting donor prospects. • Assures the availability of materials to support solicitation. • Assures the development and operation of gift management systems and reports for quality decision-making.

Section 6. President.

The president shall be the principal executive officer of the corporation and, subject to the control of the board of directors, shall in general, supervise and control all of the business and affairs of the corporation. The president shall, when present, preside at all meetings of the shareholders and of the board of directors. The president shall present at each annual meeting of

the shareholders a report of the business of the corporation for the preceding fiscal year and shall periodically make reports of the corporation's business to the board of directors. The president shall have general supervision of all other officers, agents and employees of the corporation, and in any case when the duties of the officers, agents or employees of the corporation are not specifically prescribed by the bylaws or by board resolution, they shall be supervised by the president. The president may sign, with the secretary or any other proper officer of the corporation authorized by the board of directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution of the instrument shall be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of president and any other duties that may be prescribed by the board of directors from time to time.

Section 7. Secretary.

The secretary shall:

(a) Attend and keep the minutes of the proceedings of the shareholders and of the board of directors;

(b) See that notices of board of director and shareholder meetings are given in accordance with the provisions of the bylaws or as otherwise required by law;

(c) Be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to any documents requiring the seal;

(d) Sign with the president or a vice president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the board of directors;

(e) Have general charge of the stock transfer books of the corporation;

(f) Keep a complete record of the shareholders on file in the principal place of business of the corporation, arranged in alphabetical order with the address of and the number of shares held by each shareholder; and

(g) In general perform all duties incident to the office of secretary and any other duties that from time to time may be assigned by the president or by the board of directors.

Section 8. Treasurer.

The treasurer shall:

(a) Keep correct and complete books and records of account on file in the principal place of business of the corporation;

(b) Have custody of and be responsible for all funds and securities of the corporation;

(c) Receive monies due and payable to the corporation from any source whatsoever;

(d) Immediately deposit all corporate funds in a bank or other depository as may be designated by the board of directors;

(e) Disburse the funds of the corporation as may be ordered by the president or the board of directors;

(f) Render to the president or the board of directors, at any time, an account of all the transactions of the treasurer and of the financial condition of the corporation; and

(g) In general, perform the duties of the office of treasurer and any other duties that may be assigned by the president or by the board of directors.

Section 9. Assistant Secretaries and Assistant Treasurers.

The assistant secretaries, when authorized by the board of directors, may sign with the president or a vice president, certificates for shares of the corporation the issuance of which shall have been authorized by a resolution of the board of directors. The assistant treasurers shall respectively, if required by the board of directors, give bonds for the faithful discharge of their duties in the sums and with the sureties that the board of directors shall determine. The assistant secretaries and assistant treasurers, in general, shall perform the duties that shall be assigned to them by the secretary or the treasurer, respectively, or by the president or the board of directors.

Section 10. Salaries.

The salaries of the officers shall be fixed from time to time by the board of directors and no officer shall be prevented from receiving the salary by reason of the fact that he or she is also a director of the corporation.

Article 5. Contracts, Loans and Checks

Section 1. Contracts.

The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and the authority may be general or confined to specific instances.

Section 2. Loans.

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. This authority may be general or confined to specific instances.

Section 3. Checks and Drafts.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by any officer or officers, agent or agents of the corporation and in the manner that shall from time to time be determined by resolution of the board of directors.

Article 6. Certificates for Shares and Their Transfer

Section 1. Certificates for Shares.

Each purchaser of shares of the corporation shall be entitled to a certificate, signed by the president or a vice president and by the secretary or an assistant secretary and sealed with the corporate seal or a facsimile of the seal certifying the number of shares owned in the corporation. The signatures of the officers on a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar, other than the corporation itself or one of its employees. Each certificate for shares shall be consecutively numbered or otherwise identified. The certificate representing shares shall state on the face that the corporation is organized under the laws of this state; the name of the person to whom issued; the number and class of shares and the designation of the series, if any, which the certificate represents; the par value of each share represented by the certificate or a statement that the shares are without par value. Restrictions imposed by the corporation on the transferability of the shares shall be noted conspicuously on the certificate.

Section 2. Transfer of Shares.

The name and address of the person to whom the shares represented are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record of the shares or by his or her legal representative, who shall furnish proper evidence of authority to transfer, or by an attorney authorized by power of attorney duly executed and filed with the secretary of the corporation, and on surrender for cancellation of the certificate for the shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner of the shares for all purposes, except as otherwise authorized or provided in the bylaws.

Any new shareholder must qualify as an Owner under the Colorado Marijuana Code Rule 204, and may not be given shareholder status or privileges until approval of a Change of Ownership application by both the Marijuana Enforcement Division and the applicable local jurisdiction. If any prospective shareholder does not qualify as an Owner, and does not get required approvals, then the contemplated Transfer is null and void.

Section 3. Replacement of Lost or Destroyed Certificates.

The board of directors may direct a new certificate for shares to be issued in place of any certificate previously issued by the corporation alleged to have been lost or destroyed, on the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing the issue of a new certificate, the board of directors may, in its discretion and as a condition precedent to the issuance of the new certificate, require the owner of the lost or destroyed certificate, or that person's legal representative, or attorney in fact, to give the corporation a bond in twice the value of the shares as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Article 7. Corporate Seal

The board of directors shall adopt a corporate seal which shall be circular in form and shall have inscribed on the periphery the name of the corporation and the state of incorporation. In the center of the seal there shall be the word "Seal."

Article 8. Amendments

The board of directors may amend the bylaws at any time to add, change, or delete a provision. The shareholders may also amend the bylaws.

CERTIFICATE

I hereby certify that the foregoing Bylaws, consisting of 10 pages, including this page, constitute the Bylaws of The Grow Foundry, Inc., adopted by the board of directors of the corporation as of January 22, 2015.

Elizabeth Cooke, Secretary

SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS' AGREEMENT (this "Agreement") effective as of February __, 2015, is by and among The Grow Foundry, Inc., a Colorado corporation (the "Company"), Mark Grindeland ("Grindeland") and Elizabeth Cooke ("Cooke"), jointly constituting the current shareholders of the Company (such shareholders, together with the other shareholders of the Company who may become parties hereto, are referred to herein collectively as the "Shareholders" and individually as a "Shareholder").

RECITALS

WHEREAS, Grindeland and Cooke (both of whom are sometimes collectively referred to herein as the "Founding Shareholders") collectively established the Company in January 2015;

WHEREAS, the Shareholders own the outstanding shares of the preferred stock of the Company in equal amounts (the "Preferred Stock" or the "Shares"); and

WHEREAS, the Company and the Shareholders desire to enter into this Agreement in order to provide, among other things, for certain matters regarding the governance and management of the Company, and for certain mutual restrictions relating to the transfer of Shares and other rights and responsibilities as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

1. GOVERNANCE AND MANAGEMENT OF COMPANY

1.1 Board of Directors.

1.1.1 Size of Board. Each Shareholder agrees to vote, or cause to be voted, all Shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the size of the Board of Directors (the "Board of Directors") of the Company shall be set and remain at two (2) directors.

1.1.2 Voting. Each Shareholder agrees to vote, or cause to be voted, all Shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of Shareholders at which an election of directors is held or pursuant to any written consent of the Shareholders, the Shareholders or their designee shall be elected to the Board.

1.1.3 Removal of Board Members. Each Shareholder also agrees to vote, or cause to be voted, all Shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

1.1.3.1 No director elected pursuant to Section 1.1.2 of this Agreement may be removed from office unless such removal is directed or approved by the consent of the Shareholders entitled under Subsection 1.1.2 to designate that director.

1.1.3.2 In the event that any vacancy occurs on the Board of Directors because of death, disability, resignation, retirement or removal of any director during the term in which the provisions of this Section 1.1 remain in effect, each Shareholder shall vote their Shares in a manner to cause such vacancy to be filled to give effect to the provisions of this Section 1.1.

1.2 **Officers.** During the term of this Agreement, each Shareholder agrees to vote or cause to be voted all Shares owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner shall be necessary to ensure that the following individuals are appointed as officers of the Company, if said individual remains a Shareholder, together with such other officers as may be elected or appointed by the Board of Directors:

Name	Position
Mark Grindeland	CEO, Treasurer
Elizabeth Cooke	President, Secretary

The Shareholders appointed as officers of the Corporation agree to adhere to the terms and conditions of the Shareholders Agreement of the Company as amended from time to time.

1.3 **Salary Payments to Officers.** The salary paid to each Officer of the Company shall be the same for each such Officer, unless agreed to in writing by each of the Officers. Initial salary payments shall be deferred until Founding Shareholders have completed the first seed round investment. Any deferred salary shall accrue and be shown as a liability on the Company balance sheet.

1.4 **Distributions from Company.** Each fiscal year the Company shall make a distribution to the Shareholders in an amount acceptable to the Shareholders; provided, however, that no such distribution shall be made to the extent that the Company determines that funds are not legally available for such distribution. The Company's determination of the amount of cash to be distributed to each Shareholder pursuant to this Section shall be binding and conclusive on all of the Shareholders. Such distribution to each Shareholder shall be made not later than two (2) months following the end of the taxable year of the Company with respect to which such distribution is made. Notwithstanding the preceding sentence, the Company may make such distributions to the Shareholders on a quarterly basis as correspond to the Shareholders' quarterly estimated income tax payments. Nothing in this Section shall be construed to prevent the Company from making distributions to any Shareholder more frequently than or in amounts larger than the distributions provided for in this Section.

1.5 **Protective Provisions.** Pursuant to the requirements set forth in the Articles of Incorporation and/or the Bylaws of the Company, the Company and the Shareholders acknowledge and agree that the following actions shall require the consent of the Shareholders holding not less than seventy five percent (75%) of the Corporation's issued and outstanding shares:

1.5.1 The amendment to the Articles of Incorporation of the Company.

1.5.2 Issuance of common stock.

1.5.3 The amendment to the Shareholders Agreement of the Corporation

1.5.4 Sell, encumber, pledge or otherwise dispose of all or substantially all of the Company's assets other than in the ordinary course of the Company's business, except for a liquidating sale in connection with the dissolution of the Company.

1.5.5 The merger or share exchange with another company.

1.5.6 The dissolution of the Company.

1.6 **Ownership of Intellectual Property.** The Shareholders agree that at all times during the term of this Agreement, the Company shall maintain ownership of all intellectual property currently owned by the Company, or subsequently developed by the Company.

1.7 **Accounting Records.** The Company shall maintain adequate accounting records, which shall be kept on the cash basis in accordance with generally accepted accounting principles.

2. CAPITALIZATION

2.1 **Initial Capitalization.** The Founding Shareholders shall provide the initial capitalization of the corporation in the form of equity capital, pursuant to a Line of Credit Agreement.

2.2. **Equity: Issuance of Shares.** Each Founding Shareholder shall transfer property to the corporation as an investment, and the total of such transferred property shall be the equity capitalization of the corporation. Each Founding Shareholder shall be issued shares by the corporation in exchange for such transferred equity capital. The amount and kind of property to be transferred by the corporation and shares to be issued to each Founding Shareholder is as follows:

Shareholder	Amount of Capital	Preferred Stock
Mark Grindeland	$0.50	5,000
Elizabeth Cooke	$0.50	5,000

2.3. **Debt Capital.** Unless otherwise agreed no other or subsequent transfer of property by a Founding Shareholder to the corporation shall be considered an investment of equity capital, but shall be deemed a loan to the corporation to be repaid on demand, or upon such other terms as are agreed, together with interest at the rate of 4% per annum.

2.4. **Multiple Classes of Shares.** The corporation shall have two classes of shares, known as common shares and preferred shares. The complete statement of the rights, privileges, preferences and restrictions of the shares appear in the Articles of Incorporation, a true and correct copy that is attached hereto and incorporated by reference. All shares shall have equal voting rights, *i.e.,* each preferred share and each common share shall have one vote on all matters to be submitted to the shareholders of the corporation pursuant to the Articles of Incorporation, the bylaws and this Shareholders' Agreement.

The foregoing does not constitute a complete statement of the relative rights, privileges, preferences, and restrictions of shares, but is descriptive only and in the event of any inconsistency between the statement herein and the statement contained in the Articles of Incorporation, the statement in the Articles of Incorporation shall prevail.

3. TRANSFER OF SHARES

3.1 Transfers Prohibited. No Shareholder shall make any transfer (as defined in Section 3.2 of this Agreement) of Shares now or hereafter held or acquired by such Shareholder, other than a transfer either (i) made in accordance with Section 3.3 of this Agreement, (ii) made in accordance with Section 3.4 of this Agreement, (iii) made in accordance with Section 3.5 of this Agreement, (iv) made in accordance with Section3.6 of this Agreement, or (v) made in accordance with Section 3.7 of this Agreement; provided, that any transferee pursuant to the foregoing exceptions shall hold the transferred Shares subject to the terms of this Agreement and, as a condition precedent to such transfer, shall be required to execute and deliver to the Company a copy of this Agreement and thereafter shall be deemed to be Shareholder for purposes of this Agreement in accordance with Section 3.8 hereof. Any purported transfer which is not in accordance with the terms of this Agreement shall be null and void and of no force or effect.

3.1.1 All Transfers Subject to MED Approval. Any new Shareholder must qualify as an Owner under the Colorado Marijuana Code Rule 204, and may not be given Shareholder status or privileges until approval of a Change of Ownership application by both the Marijuana Enforcement Division and the applicable local jurisdiction. If any prospective Shareholder does not qualify as an Owner, and does not get required approvals, then the contemplated Transfer is null and void.

3.2 Transfer. The term "Transfer" as used in this Agreement shall include a sale, gift, mortgage, pledge, exchange, assignment or other disposition (whether with or without consideration and whether voluntary or involuntary or by operation of law) of one or more Shares, including a disposition under judicial order, legal process, execution, attachment or enforcement of an encumbrance.

3.3 Transfers Between Shareholders. In the event that a Shareholder (the "Offeror") desires to purchase all or any Shares now or hereafter held or acquired by other Shareholder (the "Offeree(s)"), the Offeror must provide written notice of such bona fide offer to the Offeree(s), which sets forth the proposed purchase price and terms for the purchase of the Offeree(s)'s Shares of the Company. The Offeree(s) shall then have the option to either (a) sell his Shares at the purchase price and on the terms set forth by the Offeror, or (b) elect to purchase an equivalent amount of Shares owned by the Offeror at the purchase price and on the terms set forth in the Offeror's original offer, plus ten percent (10%). No other option shall be available to a Shareholder, unless both the Offeree and Offeror shall agree to the same, which agreement shall be in writing. Within ten (10) days after the receipt of the Offeror's bona fide offer, the Offeree(s) shall notify the Offeror whether he accepts the Offeror's bona fide offer or elects to purchase the Offeror's Shares of the Company. Such notice shall fix a closing date for purchase not more than thirty (30) days after expiration of the initial offer period.

3.4 Transfers Subject to Rights of First Refusal.

3.4.1 Transfer Subject to Rights of Company and Shareholders. In the event that (i) a Shareholder (the "Offeror") at any time receives a bona fide offer to purchase all or any Shares now or hereafter held or acquired by such Offeror, (ii) the person making such offer has the financial capacity to perform, (iii) the person making such offer qualifies as an Owner of a Licensed Retail Marijuana Establishment, as such qualifications are defined in the Colorado Revised Statutes and the rules and regulations of the Colorado Department of Revenue's Marijuana Enforcement Division, and (iv) the Offeror desires to accept such offer (any such offer meeting such requirements is referred to herein as a "Bona Fide Offer"), before the Offeror may accept the Bona Fide Offer, the Offeror first must make the

offer(s) required by this Section 3.4 and such offer(s) must not have been accepted as provided in this Section 3.4.

3.4.2 Offer. Prior to accepting a Bona Fide Offer, the Offeror shall make to the Company and the other Shareholders (the "Offerees") an offer in writing to sell the Shares proposed to be transferred by the Offeror (the "Offer") on the same terms and conditions as the Bona Fide Offer. Attached to the Offer, which shall be sent to the Company and the other Offerees, shall be a statement of intention to accept the Bona Fide Offer, and all particulars, including, but not limited to, (i) the name(s) and address(es) of the person(s) making the Bona Fide Offer, (ii) the number of Shares involved in the proposed transfer, (iii) a summary description of all of the terms of the Bona Fide Offer and a copy of the Bona Fide Offer, including the proposed closing date, and (iv) the address of the Offeror to which notice of acceptance of the Offer is to be sent.

3.4.3 Acceptance. Within ten (10) days after the receipt of the Offer (the "First Offer Period"), the Company shall notify the Offeror and the other Offerees whether or not it desires to purchase any or all of the Shares offered and how many of the Shares it desires to purchase. If a purchase is intended, the notice shall fix a closing date for such purchase not more than thirty (30) days after expiration of the First Offer Period. To the extent the Company does not elect to purchase all of the Shares offered, the other Offerees shall have twenty (20) days after expiration of the First Offer Period (the "Second Offer Period") within which to notify the Company whether or not they intend to purchase any or all of the remaining Shares and how many of the Shares they desire to purchase (the "Offer Response"). The Company shall in turn promptly notify the Offeror and the other Offerees of any intended purchases by the other Offerees, and such notice shall fix a closing date for such purchases not more than thirty (30) days after expiration of the Second Offer Period. In the event that the aggregate number of Shares that the Offerees (other than the Company) who elected to make purchases (the "Purchasing Offerees") desire to purchase is greater than the total number of Shares offered to them, such Shares shall be allocated among the Purchasing Offerees in proportion to their holdings, or in such other proportions as they may agree; provided, however, that any Purchasing Offeree who elected in such Offeree's Offer Response to purchase less than such Offeree's proportionate number of Shares so determined shall be allocated only the number of Shares specified in such Offer Response, and the balance of such Shares shall be allocated among the remaining Purchasing Offerees in proportion to their holdings (up to the number of shares specified in such Purchasing Offerees' Offer Responses), or in such other proportions as they may agree, and this procedure shall be repeated until all the Shares offered to the Purchasing Offerees have been allocated to a Purchasing Offeree. The phrase "in proportion to their holdings" as used in this Section 3.4.3 shall mean in the proportion which the number of Shares held by each Purchasing Offeree bears to the aggregate number of Shares held by all Purchasing Offerees among whom Shares are being allocated, determined as of the last day of the Second Offer Period.

3.4.4 Specified Minimum Purchase. Notwithstanding the foregoing, if the Offeror has received a Bona Fide Offer that contains a condition that such prospective purchaser will not purchase less than the total, or a specified minimum, number of Shares owned by the Offeror at the time of the Bona Fide Offer, then in order to exercise the foregoing options the Company and the other Offerees must purchase, in the aggregate, either (i) all of the Shares offered by the Offeror, or (ii) no more than that number of Shares equal to the difference between (a) the minimum number of Shares specified in the Bona Fide Offer, and (b) the total number of Shares offered by the Offeror. Otherwise, the Offer shall be deemed not to have been accepted by the Company or the other Offerees.

3.4.5 Purchase Price; Deliveries on Closing Date. The purchase price for each Share purchased from the Offeror by the Company or the other Offerees shall be the same as, and on the same

terms and conditions as, specified in the Bona Fide Offer. In the event that the Bona Fide Offer specifies the payment of consideration other than cash, then the purchase price for purposes of this Section 3.4 shall include in lieu thereof the cash equivalent of such consideration, determined on a per share basis by the Board of Directors of the Company in good faith. The purchase price shall be payable in cash on the closing date specified in Section 3.4.3 for such purchase. On such closing date, in consideration of such payment, the Offeror shall deliver the certificates for Shares being purchased by the Company and the other Offerees, with appropriate duly executed stock powers, or properly endorsed for transfer, and bearing any necessary documentary stamps and accompanied by such certificates of authority, tax releases, consents to transfer or other instruments or evidences of title of the Offeror or such additional items as may be reasonably requested by the Company or the other Offerees.

3.4.6 Release of Offeror from Restrictions. If the Company and the other Offerees shall fail to purchase the Shares offered by the Offeror pursuant to the terms of this Section 3.4 within thirty (30) days after expiration of the Second Offer Period, the Offeror shall be free for a period of sixty (60) days to sell the offered but unsold Shares to the individual or entity making the Bona Fide Offer, for the price and on terms no more favorable to such transferee(s) than were available to the Company and the other Offeree under the Offer and provided the individual or entity making the Bona Fide Offer complies with Section 3.4.1, above. If the offered but unsold Shares are not so sold by the Offeror within such sixty-day period, the Offeror shall have no right to transfer the Shares without again complying with the restrictions contained in this Section 3.4.

3.5 Death or Incapacity of a Shareholder.

3.5.1 Disposition. Upon the death or incapacity of a Shareholder, that Deceased or Incapacitated Shareholder's spouse or personal representative or other successor in interest (hereinafter referred to in this Section 3.5 as the "Successor in Interest") shall have the option to either succeed that Shareholder as holder of all of the Shares owned by that Shareholder, or to sell to the Company all of the Shares owned by the Shareholder for the price and upon the terms and conditions hereinafter stipulated in this Section 3.5.

3.5.2 Transfer of Share Ownership to Successor in Interest. In the event that the Successor in Interest determines to succeed the Deceased or Incapacitated Shareholder as holder of the shares, the Successor in Interest must furnish to the Company proof of his entitlement to such shares, and give notice to the Company in writing of his determination to succeed the Deceased or Incapacitated Shareholder as holder of such shares. Such notice and entitlement shall be given not be more than ninety (90) days following the appointment of the personal representative of the Deceased or Incapacitated Shareholder. During the interim period from the date of death or incapacity of the Deceased or Incapacitated Shareholder until such notice and entitlement are given, the Deceased or Incapacitated Shareholder shall be deemed to have given an irrevocable proxy to the Surviving Shareholder to vote all Shares owned by Deceased or Incapacitated Shareholder. After notice and entitlement are given, the Successor in Interest will be subject to all the same rights and liabilities as the other Shareholder. Any transfer of share ownership under this Section 3.5 is subject to the restrictions of Section6.1, below.

3.5.3 Obligation to Purchase. In the event that the Successor in Interest determines to sell his Shares to the Company, the Company shall purchase from the Successor in Interest and the Successor in Interest shall sell to the Company all of the Shares owned by the Successor in Interest in accordance with Section 3.6, below.

3.5.4 Purchase Price. As defined in Section 3.6, the Purchase Price for the Shares purchased under this Section 3.5 shall be determined as set forth in Section 3.6. To insure that a substantial part of the Purchase Price is available in cash upon the death or incapacity of the Shareholder, the Company shall purchase life and disability insurance.

3.5.5 Closing. The closing of such purchase and sale under this Section3.5 shall take place at the corporate offices of Company or at an alternative location mutually agreed upon by the parties. The date of closing shall not be more than ninety (90) days following the appointment of the personal representative of the Deceased Shareholder. During the interim period from the date of death of the Deceased or Incapacitated Shareholder until closing, the Deceased or Incapacitated Shareholder shall be deemed to have given an irrevocable proxy to the Surviving Shareholder to vote all Shares owned by Deceased or Incapacitated Shareholder. The Successor in Interest shall not be entitled to notice of Shareholder meetings and the sole right of the Successor in Interest with respect to the Shares to be purchased and sold hereunder shall be the entitlement to receive payment of the Purchase Price as hereinafter provided. At closing, the Successor in Interest shall deliver to the Company the stock certificates evidencing the Shares being purchased, duly endorsed or accompanied by appropriate irrevocable executed stock power(s). At closing, the Company shall pay the Purchase Price due to the Successor in Interest as specified in Section3.5.6 below.

3.5.6 Payment of Purchase Price. As soon as practicable following the death of Deceased Shareholder or the declaration of incapacity, the Company shall collect the proceeds of any insurance policy(s) owned by the Company and insuring Deceased or Incapacitated Shareholder's life. Upon collection of all such proceeds and at the closing described in Section 3.5.5 above, the Company shall pay to the Successor in Interest in cash an amount equal to the Purchase Price.

3.6 Purchase Price. The Purchase Price of all Shares for purposes of any purchase and sale pursuant to Sections 3.3, 3.4, or 3.5 (the "Purchase Price"), shall be determined by a panel of two independent business appraisers with substantial experience in valuing companies with assets and businesses similar to the Company (the "Appraisers"). One Appraiser shall be designated by each Shareholder or, in the event of the death or incapacity of a Shareholder, the Surviving Shareholder shall designate both Appraisers. The fees of each Appraiser shall be paid by the party designating such Appraiser or, in the event of the death of a Shareholder, the fees of both Appraisers shall be paid by the Company. The Appraisers shall be afforded full access during normal business hours to the properties, books and records of the Company and the Company shall furnish such additional information as the Appraisers and their representatives shall from time to time reasonably request. Each Appraiser shall submit its written determination of the value of the outstanding capital stock of the Company within 30 days after the date of its retention. If the higher determination of value is not greater than 110% of the lower determination, then the value of such outstanding capital stock shall be the average of those two determinations. If the higher determination of the value is greater than 110% of the lower determination, then the two Appraisers shall jointly select a third Appraiser within ten (10) days after the date on which they are informed of such difference. Such third Appraiser shall deliver its written determination of the value within 30 days after its retention, and the fair value of such outstanding capital stock shall be deemed to be the average of the two closest determinations or, if there are not two closest determinations, the average of all three determinations. The costs of the third Appraiser shall be shared equally by the Shareholders and the Company or, in the event of the death of a Shareholder, the costs of the third Appraiser shall be paid by the Company.

3.7 Divorce of Shareholder. In the event a Shareholder is a party to a divorce, annulment, or legal separation action (that Shareholder is referred to in this Agreement as a "Divorced Shareholder")

from such Shareholder's present or future spouse (referred to in this Agreement as a "Former Spouse"): (i) neither the Divorced Shareholder nor any court, or arbitrator, or other adjudicating or governing body shall have any authority to grant or award to such Former Spouse all or part of the Shares of such Divorced Shareholder, or any other interest in the Company, as a part of any divorce decree, legal separation decree, annulment decree, temporary order, arbitration award, property settlement, property division or other similar action or agreement in connection with such divorce, annulment or legal separation (a "Property Division"). The Divorced Shareholder's Shares are and shall be the sole and separate property of the Divorced Shareholder; and (ii) with regard to such Divorced Shareholder's Shares, such Divorced Shareholder and/or any court, arbitrator, or other adjudicating or governing body shall have the authority and/or the discretion (in the event the marriage is annulled, or the Shareholder becomes divorced or legally separated) only to require the Company to pay to the Former Spouse a percentage of the distributions distributable by the Company to the Divorced Shareholder, or other amounts otherwise distributable by the Company to the Divorced Shareholder hereunder.

3.8 Agreement Binding upon Transferees. In the event that, at any time or from time to time, any Shares are transferred in compliance with the terms of this Agreement to any party other than the Company, the transferee shall take such Shares pursuant to all provisions, conditions, and covenants of this Agreement, and, as a condition precedent to the transfer of such Shares, the transferee shall agree in writing to be bound by all provisions of this Agreement by executing and delivering a counterpart of this Agreement whereupon such transferee shall become a party hereto. In the event that there shall be any transfer to any person or entity pursuant to any provision of this Agreement and in compliance with the terms of this Agreement all references herein to the Shareholders or to a Shareholder shall be deemed to include such transferee, and the provisions of this Agreement shall thereafter be binding upon such transferee.

3.9 Stock Transfer Record. The Company shall keep a stock transfer book in which shall be recorded the name and address of each Shareholder of the Company. No transfer or issuance of any Shares shall be effective or valid unless and until recorded in the stock transfer book. The Company shall not record any transfer or issuance of Shares in the stock transfer book unless the transfer or issuance is in strict compliance with all provisions of this Agreement. Each Shareholder agrees that, in the event such Shareholder desires to make a transfer within the provisions hereof, such Shareholder shall furnish to the Company such evidence of compliance with this Agreement as may be reasonably be required by the Board of Directors of the Company.

4. OTHER RIGHTS

4.1 Inspection Rights. The Company shall permit each Shareholder, at such Shareholder's expense, to visit and inspect the Company's facilities, assets, properties, financial and accounting records, and corporate books and documents at such reasonable times and for such proper purposes as may be requested by such Shareholder. At the Company's request, a Shareholder shall enter into the Company's standard-form confidentiality agreements in order to maintain the confidentiality of any confidential information that may be acquired in the course of any such inspection. The rights of the Shareholders under this Section 5.1 shall be in addition to any rights of inspection available to the Shareholders, as Shareholders of the Company, under the Colorado Revised Statutes.

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Shareholders. Each Shareholder hereby represents and warrants to the Company and each other Shareholder as follows:

5.1.1 Power and Authority. Such Shareholder has the legal capacity and all other necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

5.1.2 Absence of Violation. Neither the execution and delivery of this Agreement, or of any document or instrument to be executed and delivered by such Shareholder pursuant hereto, nor the consummation of the transactions contemplated hereby and thereby will constitute a violation of, or default under, or conflict with, or require any consent under (other than a violation or default that has been waived or a consent that has been obtained), any term or provision of any contract, commitment, indenture, lease, or other agreement to which such Shareholder is a party or by which such Shareholder or any of his assets is bound.

5.1.3 Binding Obligation. This Agreement, when executed and delivered in accordance with the provisions hereof, shall be a valid and binding obligation of such Shareholder, enforceable in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, and similar laws affecting the rights and remedies of creditors generally, and by general principles of equity and public policy.

5.2 Representations and Warranties of the Company. The Company hereby represents and warrants to each Shareholder as follows:

5.2.1 Organization and Standing. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Colorado. The Company has the corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

5.2.2 Authorization. The Company has taken all corporate action necessary for it to enter into this Agreement and to consummate the transactions contemplated hereby.

5.2.3 Absence of Violation. Neither the execution and delivery of this Agreement, or of any document or instrument to be executed and delivered by the Company pursuant hereto, nor the consummation of the transactions contemplated hereby and thereby will constitute a violation of, or default under, or conflict with, or require any consent under (other than a violation or default that has been waived or a consent that has been obtained), any term or provision of the Certificate of Incorporation or Bylaws of the Company or any contract, commitment, indenture, lease, or other agreement to which the Company is a party or by which the Company or any of its assets is bound.

5.2.4 Binding Obligation. This Agreement constitutes a valid and binding obligation of the Company, enforceable in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, and similar laws affecting the rights and remedies of creditors generally, and by general principles of equity and public policy; and each document and instrument to be executed by the Company pursuant hereto, when executed and delivered in accordance with the provisions hereof, shall be a valid and binding obligation of the Company, enforceable in accordance with its terms (with the aforesaid exceptions).

6. TERMINATION OF AGREEMENT

The rights and obligations of the parties under this Agreement shall irrevocably terminate on the occurrence of any of the following events: (i) the voluntary or involuntary dissolution of the Company; (ii) the consummation of the first public sale of any securities of the Company pursuant to a registration statement pursuant to the Securities Act of 1933, as amended; (iii) an acquisition, consolidation, or merger of the Company into or with another corporation that results in the Shareholders owning publicly traded securities; or (iv) the execution of a written instrument terminating this Agreement by the Company and the Shareholders who hold 100% of the Shares that are subject to this Agreement.

7. MISCELLANEOUS

7.1 **Legend.** The certificates or other evidence representing the Shares shall bear a legend in substantially the following form:

> THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR STATE SECURITIES LAWS AND CANNOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND REGULATIONS PROMULGATED THEREUNDER AND APPLICABLE STATE SECURITIES LAWS. THE SALE OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE RESTRICTED BY AND SUBJECT TO THE PROVISIONS OF A SHAREHOLDERS AGREEMENT, A COPY OF WHICH IS AVAILABLE FOR INSPECTION AT THE OFFICES OF THE COMPANY.

7.2 **Additional Actions and Documents.** Each of the parties hereto hereby agrees to use its good faith best efforts to bring about the consummation of this Agreement, and to take or cause to be taken such further actions, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether on or after the date of this Agreement.

7.3 **Expenses.** Each party shall pay its own expenses incident to the preparation and negotiation of this Agreement and the transactions contemplated hereunder, including all legal and accounting fees and disbursements.

7.4 **Assignment.** Neither the Company nor any Shareholder shall assign this Agreement, in whole or in part, whether by operation of law or otherwise, (i) unless such person shall have obtained the prior written consent of all the other parties hereto, or (ii) unless and to the extent that such assignment is in connection with a transfer of Shares pursuant to the terms of this Agreement. Any purported assignment of this Agreement contrary to the terms hereof shall be null and void and of no force and effect.

7.5 **Entire Agreement; Amendment.** This Agreement, including the Appendices and Exhibits hereto and other writings referred to herein or delivered pursuant hereto, constitutes the entire agreement among the parties hereto with respect to the transactions contemplated herein, and it

supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the Company and the Shareholders who hold 100% of the Shares that are subject to this Agreement.

7.6 **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

7.7 **Limitation on Benefit.** It is the explicit intention of the parties hereto that no person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties hereto, and the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors, heirs, executors, administrators, legal representatives and permitted assigns.

7.8 **Binding Effect.** Subject to the provisions of Section 8.4 hereof, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns.

7.9 **Governing Law.** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Colorado (excluding the choice of law rules thereof).

7.10 **Mediation.** Subject to Section 8.11 herein, if a dispute or a material breach arises from or relates to this Agreement, and if the Parties to the dispute or material breach cannot resolve such dispute through direct discussions, then, the Parties agree to first endeavor to settle such dispute or breach in an amicable manner through mediation. Any mediation shall be conducted in the city where the principal office of the Company is located; provided, however, that either party shall be entitled to participate in such mediation by teleconference or videoconference. If the dispute or material breach is not entirely resolved within 30 days of the date written notice requesting mediation is given by one party to the other, then the obligation to mediate shall end. Notwithstanding anything to the contrary contained in this Agreement, the running of any cure period or similar time period provided in this Agreement shall be tolled pending completion or expiration of the mediation process or obligation.

7.11 **Specific Performance; Costs of Enforcement.** The parties agree that the failure of any party to perform its obligations under this Agreement would cause irreparable harm to the Company and the other Shareholders for which there may be no adequate remedy at law. Accordingly, the parties agree that in the event of a breach or a threatened breach by any party (the "Breaching Party") of the provisions of this Agreement, each other party shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the Breaching Party in a court of equity from violating any of the provisions hereof. Each party hereby waives any and all defenses he or she may have on the grounds of the lack of competence or jurisdiction of a court to grant an injunction or other equitable relief. Any party breaching or otherwise in default under this Agreement shall be required to pay, in addition to any damages that

may be awarded, all costs and expenses associated with the enforcement of this Agreement, including but not limited to all litigation costs such as reasonable attorneys fees, accounting fees, and court fees.

7.12 Notices. All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, sent by overnight courier or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, addressed to the Company at its principal executive office or to the Shareholders as set forth in Exhibit A. Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be hand delivered, sent, or mailed in the manner described above shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt or the delivery receipt being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

7.13 Headings. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

7.14 Execution in Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of each party appear on one or more of the counterparts. All counterparts collectively shall constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of all of the parties hereto.

7.15 Professional Advice. The Shareholders agree that the law firm of Vicente Sederberg LLC., represents only the Company in connection with the preparation of this Agreement, and has not offered any Shareholder or other person any advice regarding the advisability of entering into this Agreement. Each person executing this Agreement further acknowledges and agrees that such person: (i) has been advised to retain independent legal, tax, and accounting advice of their own choosing for purposes of representing their individual interests with respect to the subject matter hereof; (ii) has been given reasonable time and opportunity to obtain such advice; and (iii) has obtained such independent advice as they have deemed necessary and appropriate in the circumstances at his or her own expense without expecting the Company to reimburse such person for such fees and other expenses.

7.16 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

7.17 Additional Parties. The parties hereto agree that upon the issuance of additional shares of Common Stock of the Company, future Shareholders of the Company (not including employees or directors of or consultants to the Company who receive shares of Common Stock pursuant to a stock option or incentive plan that is approved by the Shareholders of the Company) will be subject either to this Agreement or to an agreement substantially similar to this Agreement.

7.18. **Contingent on MED Approval**. This Agreement is contingent upon approval of the Marijuana Enforcement Division and applicable local government.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Shareholders Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year first set forth above.

COMPANY:

THE GROW FOUNDRY INC.

By:_____
Its:_____

SHAREHOLDERS:

_____
Mark Grindeland

_____
Elizabeth Cooke

EXHIBIT A

Shareholders

Mark Grindeland

Elizabeth Cooke

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,

The Grow Foundry, Inc.

is a **Corporation** formed or registered on 01/22/2015 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 20151043013.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/23/2015 that have been posted, and by documents delivered to this office electronically through 01/26/2015 @ 17:54:57.

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 01/26/2015 @ 17:54:57 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9074396.

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."

Corporate Reports

The Grow Foundry Inc. has no bi-annual or annual reports or meeting minutes as we were only just formed on 1-28-2015

Sign (Authorized Agent)

President

Title

Elizabeth Cooke

Print

2-2-2015

Date

Explanation Detailing Funding Sources

Mark Grindeland and Elizabeth Cooke are 100% owners of Altum Investments, Inc. and The Grow Foundry, Inc.

We are contributing our own funds toward Altum Investments, Inc. who holds a note with a revolving line of credit to The Grow Foundry, Inc.

Mark Grindeland

Sign

MARK GRINDELAND

Print

2-2-2015

Date

Sign

Elizabeth Cooke

Print

2-2-2015

Date

DR 0100 (02/10/11)
COLORADO DEPARTMENT OF REVENUE
DENVER CO 80261-0013

WHOLESALE SALES TAX LICENSE

THIS LICENSE IS
NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		VALID THROUGH
27969745-0001	05-0102-017	010115	Dec 31 2015

CODA SIGNATURE
1105 CONSTITUTION DR TRINIDAD CO 81082

THE GROW FOUNDRY, INC.
1200 CHEROKEE ST UNIT 108
DENVER CO 80204-3665

UNOFFICIAL
COPY

Barbara J Brohl
Executive Director
Department of Revenue

▲ **Detach Here** ▲

Important Verification Process

If you are new to Colorado sales tax visit: *www.Colorado.gov/revenue/salestaxbasics*

VERIFY that all information on your sales tax license is correct. Modify and update any errors you identify on the Internet through Revenue Online. **Access your tax account, file returns, submit payments, verify sales tax licenses and view sales tax rates through Revenue Online** at *www.Colorado.gov/RevenueOnline*

All the information you need to get started is on this document; have it with you before you begin. Follow these easy steps.

1. Go to ***www.Colorado.gov/RevenueOnline***
2. Click on **Sign Up (Individual or Business)** link on the right.
3. Click on **Continue.**

Now click on: **Enter Taxpayer Information.** Click on the down arrow in the Account Type list and select Other. Use the first 8-digits of the account number shown on your license. Complete the rest of the screen.Next click on: **Enter Login Information** and complete the screen (this is information YOU get to create for the account).Next click on: **Enter Account Information** and complete the screen.

Your Letter ID is:

Then click the **Submit** button. You will see a confirmation page on your screen. You should receive a confirmation email from the Colorado Department of Revenue. If you do not, check your Junk email folder. Once you have your Authorization Code return to Revenue Online via the link in your email. Enter the Login ID and Password you created.

1. Click on the **Login** button.
2. Enter the Authorization Code from your email (first time only).
3. Click Login. You should then be in your account. NOTE: If you have additional tax types registered under the same Account Number, such as withholding, you will be able to view those tax types through the account. You do not need to create separate Login IDs and Passwords for each tax in your account.

Filing Returns

To file a return, go to Revenue Online (*www.Colorado.gov/RevenueOnline*). You must file a return for each reporting period.If you have no tax to report, file a "zero" return. Tax reporting and payment are your responsibility. To avoid late penalties and interest, file online on or before the due date. If you discontinue sales, you may close your business location through Revenue Online.

Learn more and avoid unnecessary errors by attending our free sales tax classes! Sign up at *www.TaxSeminars.state.co.us*

COLORADO DEPARTMENT OF REVENUE
Registration Control Section
PO Box 17087
Denver CO 80217-0087

RECEIVED
FEB 12 2015
Colo. Dept. of Revenue

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
☒ Original Application ☐ Change of Ownership ☐ Additional Location

Do you have a Department of Revenue Account Number? ☐ Yes ☒ No

If Yes, Account Number

2. Indicate Type of Organization. If you are not an individual you must have a FEIN number.

☐ Individual ☐ Limited Liability Company (LLC) ☒ Corporation/'S' Corp. ☐ Government
☐ General Partnership ☐ Limited Liability Partnership (LLP) ☐ Association ☐ Joint Venture
☐ Limited Partnership ☐ Limited Liability Limited Partnership (LLLP) ☐ Estate/Trust ☐ Non–Profit (Charitable)

B

1a. Last Name or Business Name	First Name	Middle initial
The Grow Foundry, Inc.	n/a	

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
CODA Signature	[redacted]	n/a

Physical Place of Business

3a. Principal Address (A Colorado address is required if a location in the state)	City	State	Zip
1105 Constitution Dr.	Trinidad	CO	81082

3b. County	3c. If business is within limits of a city, what city?	3d. Phone Number
Las Animas	Trinidad	(720) 358-8250

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
Grindeland	Mark		(617) 818-2480

4c. Mailing Address	City	State	Zip
1200 Cherokee St. Unit 108	Denver	CO	80204

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?	☐ Yes	☒ No	Do you rent out items for 30 days or less?	☐ Yes	☒ No
Do you sell tobacco products?	☐ Yes	☒ No	Do you sell Prepaid Wireless?	☐ Yes	☒ No
Is your business in a special taxing district?	☐ Yes	☒ No	Do you sell medical marijuana?	☒ Yes	☐ No
Do you rent motor vehicles for 30 days or less?	☐ Yes	☒ No	Do you sell adult usage marijuana?	☒ Yes	☐ No

5a. List specific products and/or services you provide and Explain In Detail

We sell Recreational, Adult Use marijuana: "Infused Products" (Oils and Edibles-specifically chocolates).

6a. Owner/Partner/ Corp. Officer Last Name	Owner/Partner/ Corp. Officer First Name	Middle Initial
Grindeland	Mark	A

6b. Title	6c. FEIN	6d. SSN	6e. Phone Number
CEO	[redacted]	[redacted]	(617) 818-2480

6f. Address	City	State	Zip
[redacted]	[redacted]	CO	[redacted]

7a. Owner/Partner/ Corp. Officer Last Name	Owner/Partner/ Corp. Officer First Name	Middle Initial
Cooke	Elizabeth	L

7b. Title	7c. FEIN	7d. SSN	7e. Phone Number
President	[redacted]	[redacted]	(212) 741-6551

7f. Address	City	State	Zip
[redacted]	[redacted]	CO	[redacted]

(Form continued on page 2)

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)
n/a	n/a		n/a

8c. Address	City	State	Zip
n/a	n/a	n/	n/a

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): TBD

3. Indicate which applies to you: etail-Sales ☒ Wholesaler ☐ Charitable ☐ Retailers-Use

Revenue Registration Account Number (Dept. Use Only): 27960974 5-0001

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): TBD

3b. Payroll Records Phone Number: ( ) TBD

E

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

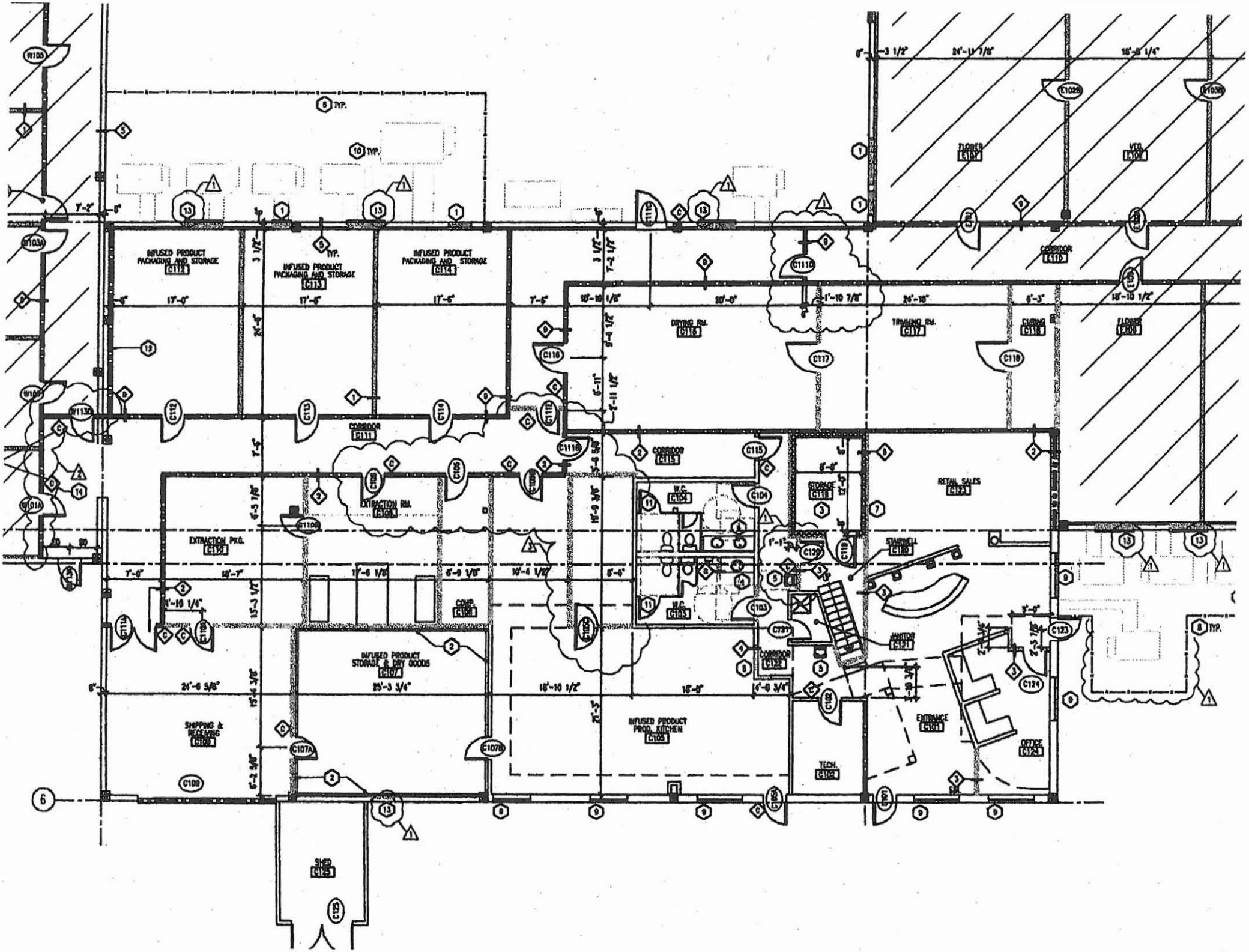
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue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

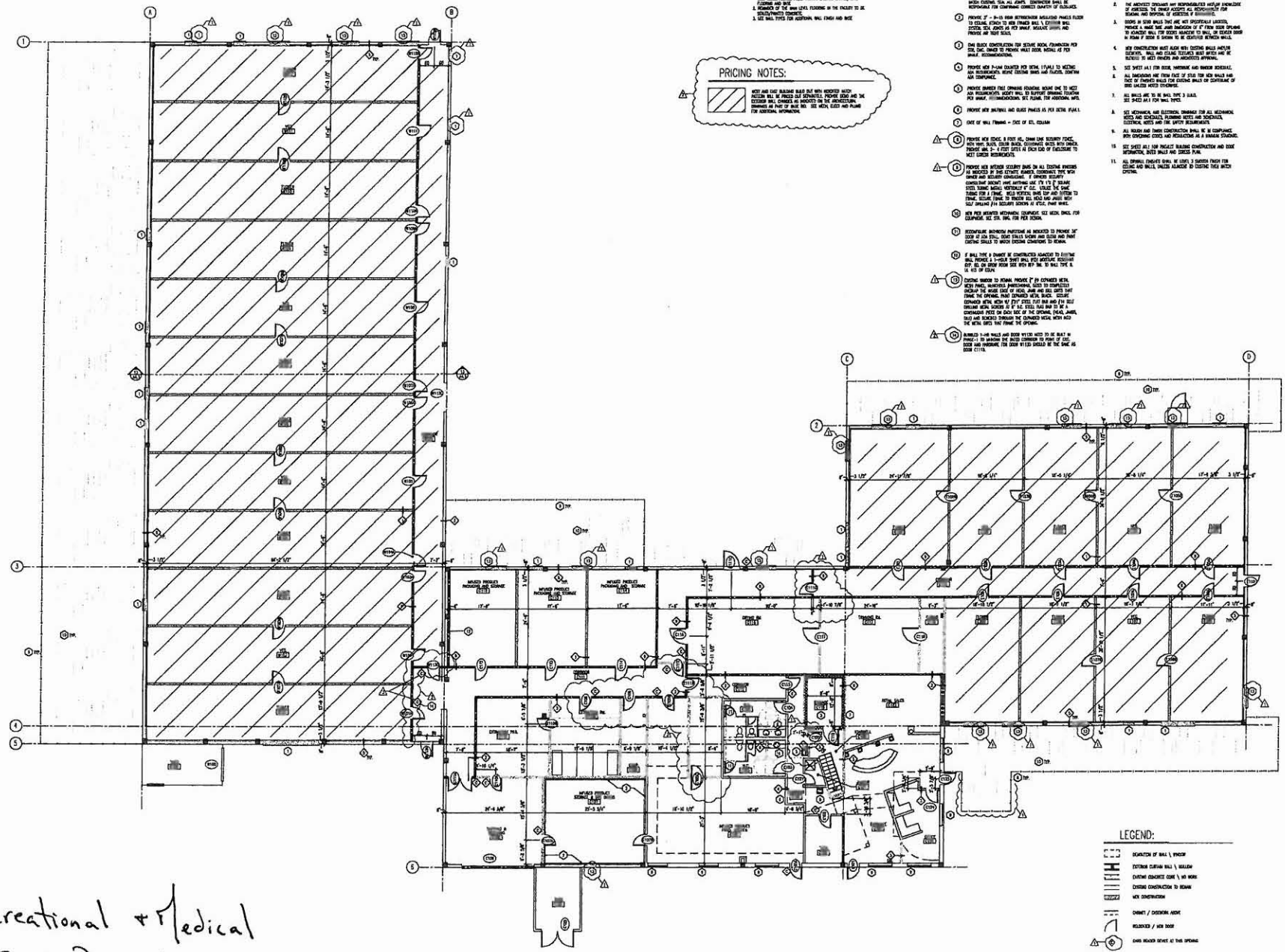
F

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	Title	Date (MM/DD/YY)
	President	02-2015

(See fees and additional information on page 3)


INFUSED PRODUCT PACKAGING AND STORAGE C112
INFUSED PRODUCT PACKAGING AND STORAGE C113
INFUSED PRODUCT PACKAGING AND STORAGE C114
DRYING RM. C116
TRIMMING RM. C117
CURING C118
FLOWER E109
CORRIDOR E110
CORRIDOR C111
CORRIDOR C115
EXTRACTION RM. C108
EXTRACTION PKG. C110
W.C. C104
W.C. C103
STORAGE C119
RETAIL SALES C123
STAIRWELL C120
JANITOR C121
CORRIDOR C122
INFUSED PRODUCT STORAGE & DRY GOODS C107
INFUSED PRODUCT PROD. KITCHEN C105
SHIPPING & RECEIVING C109
ENTRANCE C101
OFFICE C124
TECH. C102
SHED C125
TYP.



FINISH NOTES:

1. KITCHEN AND DISPENSING ROOMS TO HAVE CERAMIC FLOORING WITH INTEGRAL BASE. PAINT WALLS IN THOSE ROOMS WITH A SEMI-GLOSS ACRYLIC PAINT. REMOVE EXISTING CARPET/VINYL FLOORING AND BASE.
2. MEZZANINE OF THE GROW LEVEL FLOORING IS THE ENGLISH TO BE SEALED/PAINTED CONCRETE.
3. SEE WALL TYPES FOR ADDITIONAL WALL FINISH AND BASE

PRICING NOTES:

NEW AND EXIST BUILDING BLOCK (NOT WITH MODIFIED MATCH PATTERN WILL BE PRICED OUT SEPARATELY. PROVIDE DESIGN AND THE EXTERIOR WALL CHANGES AS INDICATED ON THE ARCHITECTURAL DRAWINGS AS PART OF BASE BID. SEE MECH, ELECT AND PLUMB FOR ADDITIONAL INFORMATION.

KEY NOTES:

1. REMOVE EXISTING DOOR OF MECHANICAL EQUIPMENT. PROVIDE MATCHING EXTERIOR METAL BUILDING WALL PANEL AND PATCH HOLE. PROVIDE METAL DRAINING, PRICED OUT, INSULATION ON MORE TO MATCH EXISTING. TRIM ALL JOINTS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING CORRECT QUANTITY OF CLEARANCE.
2. PROVIDE 2" - 8-10 OSHA RETROGRADER INSULATED PANELS FLUSH TO EXTERIOR, ATTACH TO NEW FRAMED WALL \ EXTERIOR WALL SYSTEM. TRIM JOINTS AS PER MANUF. INSULATE JOINTS AND PROVIDE AND TRIM BLOCK.
3. CMU BLOCK CONSTRUCTION FOR SECURE ROOM. FOUNDATION PER STR. ENG. OWNER TO PROVIDE WALLT DOOR, METALS AS PER MANUF. RECOMMENDATIONS.
4. PROVIDE NEW P-LAM COUNTER PER DETAIL 11/A4.1 TO MEETING ADA REQUIREMENTS. REMOVE EXISTING BANKS AND FIXTURES. CONFIRM ADA COMPLIANCE.
5. PROVIDE OWNER FULL OPENING FIBERGLASS MOLDING ONE TO MEET ADA REQUIREMENTS. MODIFY WALL TO SUPPORT OPENING TOGETHER PER MANUF. RECOMMENDATIONS. SEE PLUMB. FOR ADDITIONAL INFO.
6. PROVIDE NEW MATERIAL AND GLASS PANELS AS PER DETAIL 11/A4.1.
7. FACE OF WALL FRAMING - FACE OF STL. COLUMN
8. PROVIDE NEW FENCE, 8 FOOT HT., CHAIN LINK SECURITY FENCE, WITH VINYL SLATS, COLOR BLACK, COORDINATE SLATS WITH OWNER. PROVIDE MIN. 3' - 4 FOOT GATES AT EACH END OF ENCLOSURE TO MEET EGRESS REQUIREMENTS.
9. PROVIDE NEW INTERIOR SECURITY BARS ON ALL EXISTING WINDOWS AS INDICATED BY THIS ESTIMATE. ALWAYS COORDINATE TYPE WITH OWNER AND SECURITY CONSULTANT. IF OWNERS SECURITY CONSULTANT DOESNT WANT ANYTHING USE 1"X 1"X 1/8" SQUARE STEEL TUBING. MAXIMUM VERTICALLY 6" O.C. WELDED THE SAME TUBING FOR A FRAME. WELD VERTICAL BARS TOP AND BOTTOM TO FRAME. REPLACE FRAME TO WINDOW WELL WITH MATCHING BRACKETS. PAINT WHITE.
10. NEW PER INFINITED MECHANICAL EQUIPMENT. SEE MECH. DWGS. FOR EQUIPMENT. SEE STR. DWG. FOR PIER DESIGN.
11. RECONFIGURE BATHROOM PARTITIONS AS INDICATED TO PROVIDE 36" DOOR AT ADA STALL. REMOVE STALLS NEARBY AND REPAIR AND PAINT EXISTING WALLS TO MATCH EXISTING CONDITIONS TO REMAIN.
12. IF WALL TYPE 8 CANNOT BE CONSTRUCTED ADJACENT TO EXISTING WALL PROVIDE A 1-HOUR SHEET WALL (FOR MOISTURE RESISTANT GYP. BD. ON GROW ROOM SEE WITH REF. TO WALL TYPE 8, 10, 11 OF 12/A4.
13. EXISTING WINDOW TO REMAIN. PROVIDE 2" (IN EXPANDED METAL MESH PANEL, MAXIMUM 2 HORIZONTAL SIZES TO COMPLETELY ENCLOSE THE WHOLE EDGE OF METAL JAMB AND SILL (WITH THAT FRAME THE OPENING. PAINT EXPANDED METAL BLACK. SECURE EXPANDED METAL MESH W/ 2"X1" STEEL FLAT BAR AND 1/4 SELF DRILLING METAL SCREWS AS 8" O.C. STEEL FLAT BAR TO BE A CONTINUOUS PIECE ON EACH SIDE OF THE OPENING (HEAD, JAMBS, SILL) AND SCREWED THROUGH THE EXPANDED METAL MESH INTO THE METAL SHEETS THAT FRAME THE OPENING.
14. NUMBERS 1-40 WALLS AND DOORS W1130 NEED TO BE SEALT IN PANELS IN WINDOW THE SHEED CORRIDOR TO POINT OF EXIT. DOOR AND FRAMING FOR DOOR W1130 SHOULD BE THE SAME AS DOOR C1110.

GENERAL NOTES:

1. DO NOT SCALE DRAWINGS. DIMENSIONS DESIGN AND DISCREPANCIES IN DRAWINGS AND/OR EXISTING CONDITIONS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
2. THE ARCHITECT DISCLAIMS ANY RESPONSIBILITIES AND/OR LIABILITIES OF EXERCISES. THE OWNER ACCEPTS ALL RESPONSIBILITY FOR REVISIONS AND DIVISION OF EXERCISES IF [illegible].
3. DOORS IN SOME WALLS THAT ARE NOT SPECIFICALLY LOCATED, PROVIDE A MAKE BASE AND DIMENSION OF 6" FROM DOOR OPENING TO ADJACENT WALL FOR DOORS ADJACENT TO WALL OR CENTER DOOR IN ROOM IF DOOR IS SHOWN TO BE CENTERED BETWEEN WALLS.
4. NEW CONSTRUCTION MUST MATCH WITH EXISTING WALLS AND/OR ELEMENTS. WALLS AND CEILING TEXTURES MUST MATCH AND BE REVIEWED TO MEET OWNERS AND ARCHITECTS APPROVAL.
5. SEE SHEET A4.1 FOR DOOR, HARDWARE AND FRAMING SCHEDULE.
6. ALL DIMENSIONS ARE FROM FACE OF STUD FOR NEW WALLS AND FACE OF FINISHED WALLS FOR EXISTING WALLS OR CENTERLINE OF GRID UNLESS NOTED OTHERWISE.
7. ALL WALLS ARE TO BE WALL TYPE 3 U.N.O. SEE SHEET A4.1 FOR WALL TYPES.
8. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR ALL MECHANICAL NOTES AND SCHEDULES, PLUMBING NOTES AND SCHEDULES, ELECTRICAL NOTES AND FIRE SAFETY REQUIREMENTS.
9. ALL WORK AND TRADES CONSTRUCTION SHALL BE IN COMPLIANCE WITH CONFORMING CODES AND REGULATIONS AS A MINIMUM STANDARD.
10. SEE SHEET A0.1 FOR PROJECT BUILDING CONSTRUCTION AND DOOR INFORMATION, INFILL WALLS AND EXISTING PLAN.
11. ALL OPENING CONDITIONS SHALL BE LEVEL 3 SMOOTH FINISH FOR CEILING AND WALLS, UNLESS ADJACENT TO EXISTING THAT MATCH EXISTING.

LEGEND:

- DEMOLITION OF WALL \ STRUCTURE
- EXTERIOR CURTAIN WALL \ WINDOW
- EXISTING CONCRETE CORE \ NO WORK
- EXISTING CONSTRUCTION TO REMAIN
- NEW CONSTRUCTION
- CABINET / CASEWORK ABOVE
- WELDOWER / NEW DOOR
- CARD READER DEVICE AT THIS OPENING

0 8' 16' 24' 32' 40'

SCALE: 1/8" = 1'-0"

architectural
280 SOUTH PENNSYLVANIA ST.
DENVER, COLORADO 80209
PH: 303.786.1717 FAX: 303.786.1964

ALTUM INVESTMENTS TRINIDAD

1105 CONSTITUTION DRIVE
TRINIDAD, COLORADO 81082

THE GROW FOUNDRY RENOVATION

1105 CONSTITUTION DRIVE
TRINIDAD, COLORADO 81082

ISSUE	DATE	DESCRIPTION
1	02.13.2015	REVISED ESTIMATES
2	02.24.2015	NEW CONSTRUCTION DOCS.
3	03.06.2015	ADDENDUM 1
4	04.02.2015	ADDENDUM 2
5	05.19.2015	ADDENDUM 3

DRAWN BY: JSK CHECKED BY: MAP
PROJECT NO.: 1503N INITIAL DATE: FEB 2015

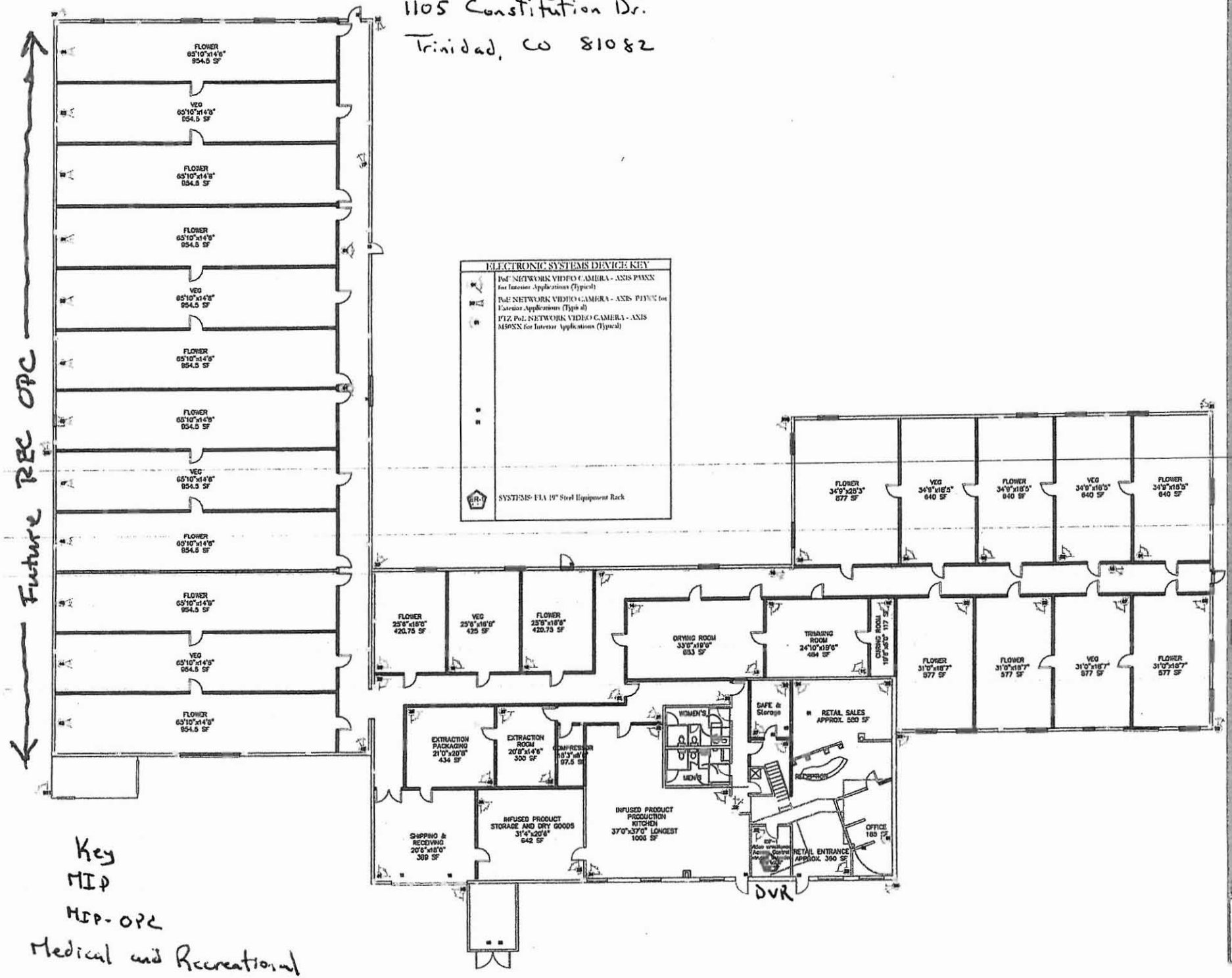
CONSTRUCTION
FIRST FLOOR PLAN

A 2.1

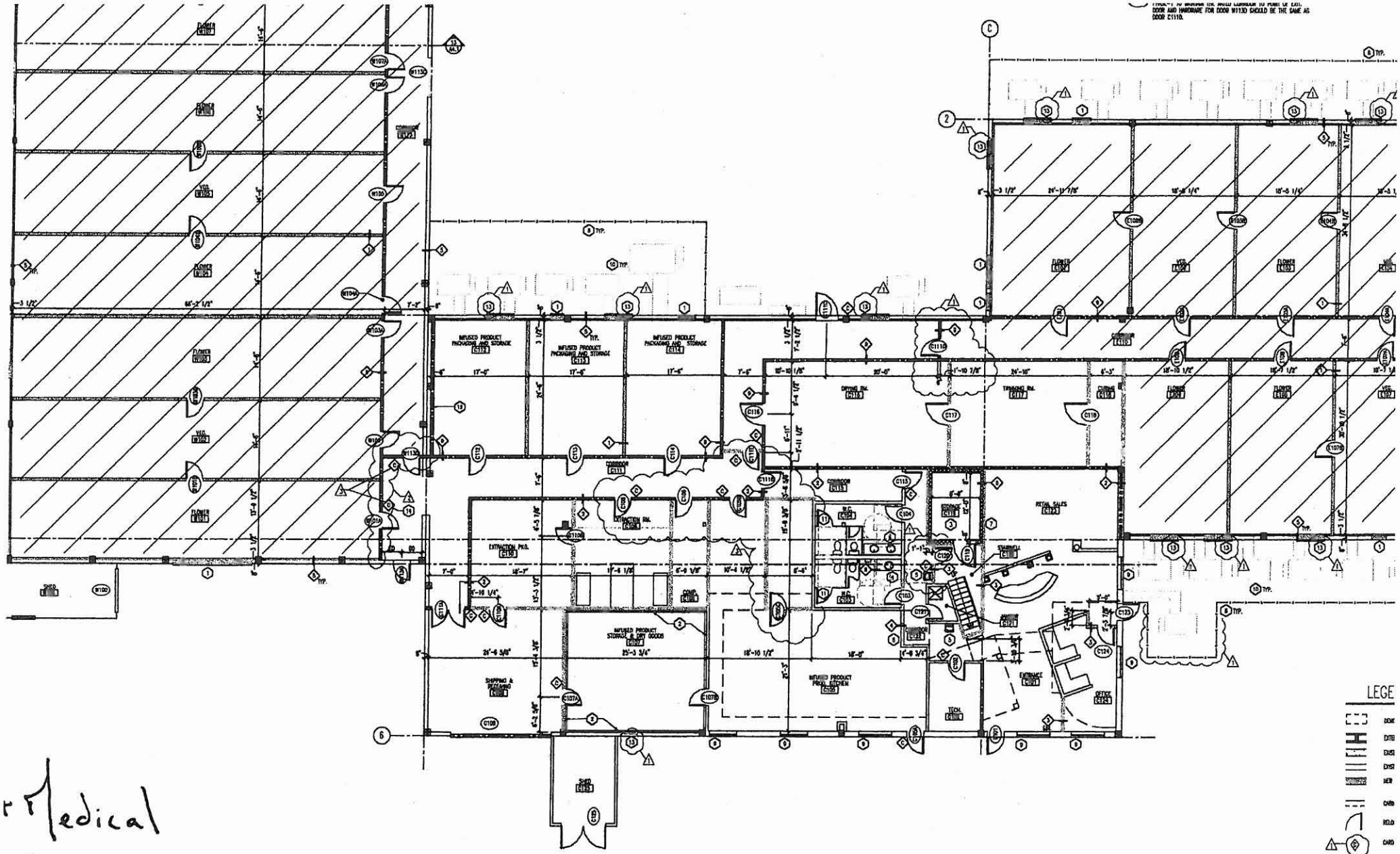
PROJECT NORTH

Recreational + Medical
Infused Products

The Grow Foundry, Inc.
1105 Constitution Dr.
Trinidad, CO 81082



Key
MIP
MIP-OPC
Medical and Recreational



r Medical

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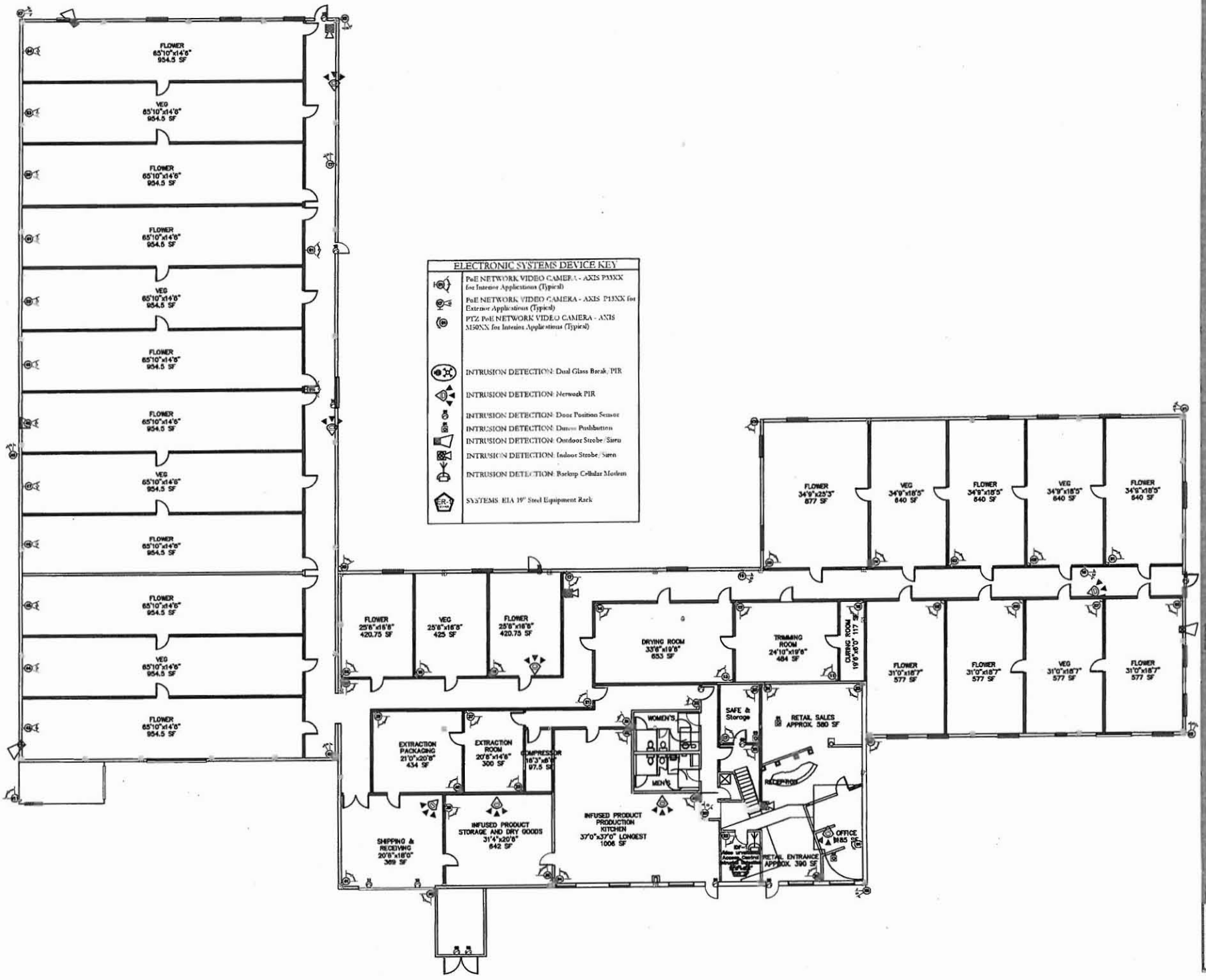
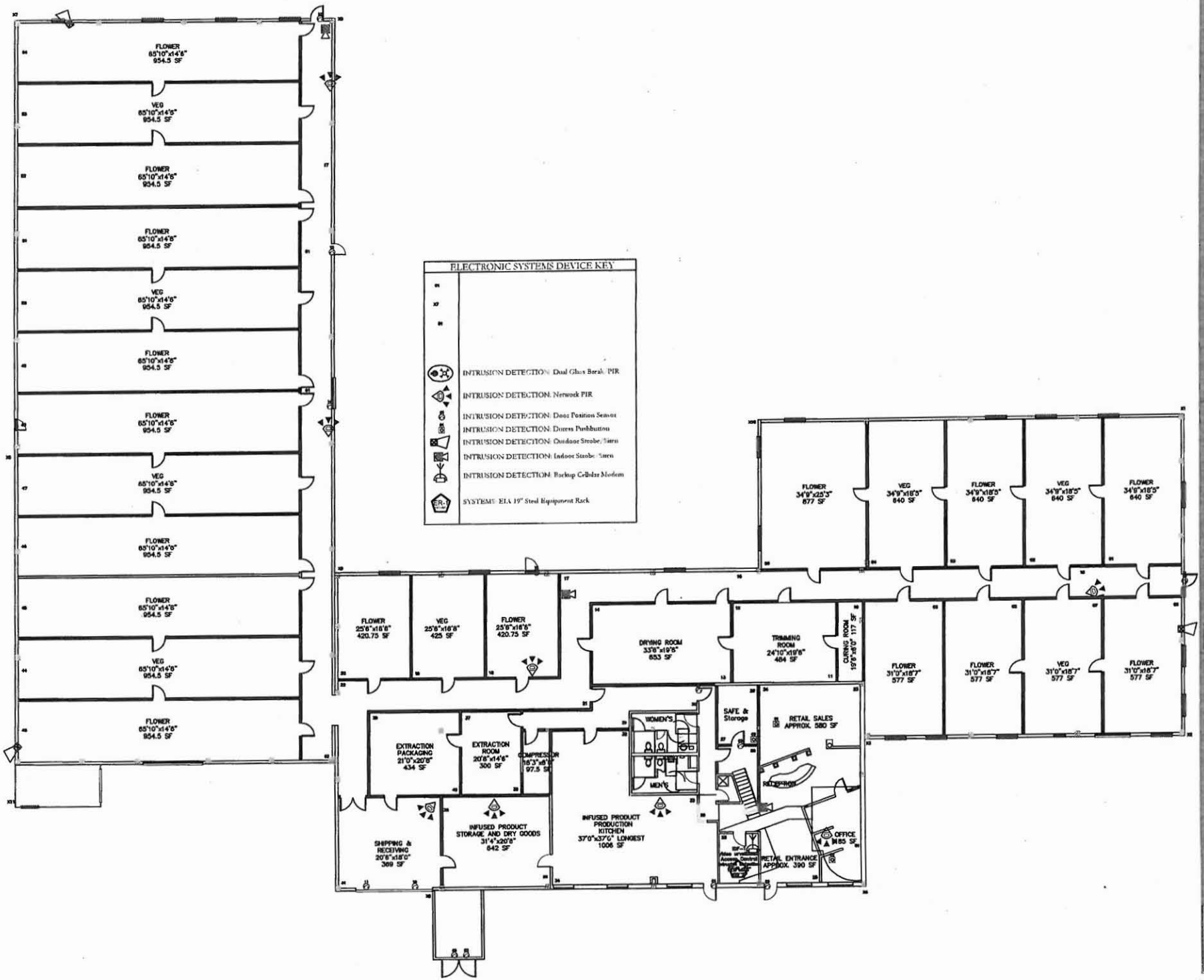

ELECTRONIC SYSTEMS DEVICE KEY
PoE NETWORK VIDEO CAMERA - AXIS P33XX for Interior Applications (Typical)
PoE NETWORK VIDEO CAMERA - AXIS P13XX for Exterior Applications (Typical)
PTZ PoE NETWORK VIDEO CAMERA - AXIS M50XX for Interior Applications (Typical)
INTRUSION DETECTION: Dual Glass Break, PIR
INTRUSION DETECTION: Network PIR
INTRUSION DETECTION: Door Position Sensor
INTRUSION DETECTION: Duress Pushbutton
INTRUSION DETECTION: Outdoor Strobe/Siren
INTRUSION DETECTION: Indoor Strobe/Siren
INTRUSION DETECTION: Backup Cellular Modem
SYSTEMS: EIA 19" Steel Equipment Rack
FLOWER 65'10"x14'6" 954.5 SF
VEG 65'10"x14'6" 954.5 SF
FLOWER 34'9"x25'3" 877 SF
VEG 34'9"x18'5" 640 SF
FLOWER 34'9"x18'5" 640 SF
FLOWER 25'6"x18'8" 420.75 SF
VEG 25'6"x18'8" 425 SF
DRYING ROOM 33'6"x19'6" 653 SF
TRIMMING ROOM 24'10"x19'6" 484 SF
CURING ROOM 19'6"x5'10" 117 SF
FLOWER 31'0"x18'7" 577 SF
VEG 31'0"x18'7" 577 SF
EXTRACTION PACKAGING 21'0"x20'8" 434 SF
EXTRACTION ROOM 20'8"x14'6" 300 SF
COMPRESSOR 18'3"x5'9" 97.5 SF
WOMEN'S
MEN'S
SAFE & Storage
RETAIL SALES APPROX. 580 SF
RECEPTION
SHIPPING & RECEIVING 20'8"x18'0" 369 SF
INFUSED PRODUCT STORAGE AND DRY GOODS 31'4"x20'8" 642 SF
INFUSED PRODUCT PRODUCTION KITCHEN 37'0"x37'0" LONGEST 1006 SF
RETAIL ENTRANCE APPROX. 390 SF
OFFICE 185 SF
The Grow Foundry, Inc. - Trinidad Processing Facility
February 3, 2015
Relative
AB-TP-GF-150131
MF-Reg Validation
Unified Systems Device Plan
US-1



The Grow Foundry, Inc. - Trinidad Processing Facility

February 3, 2015

Relative

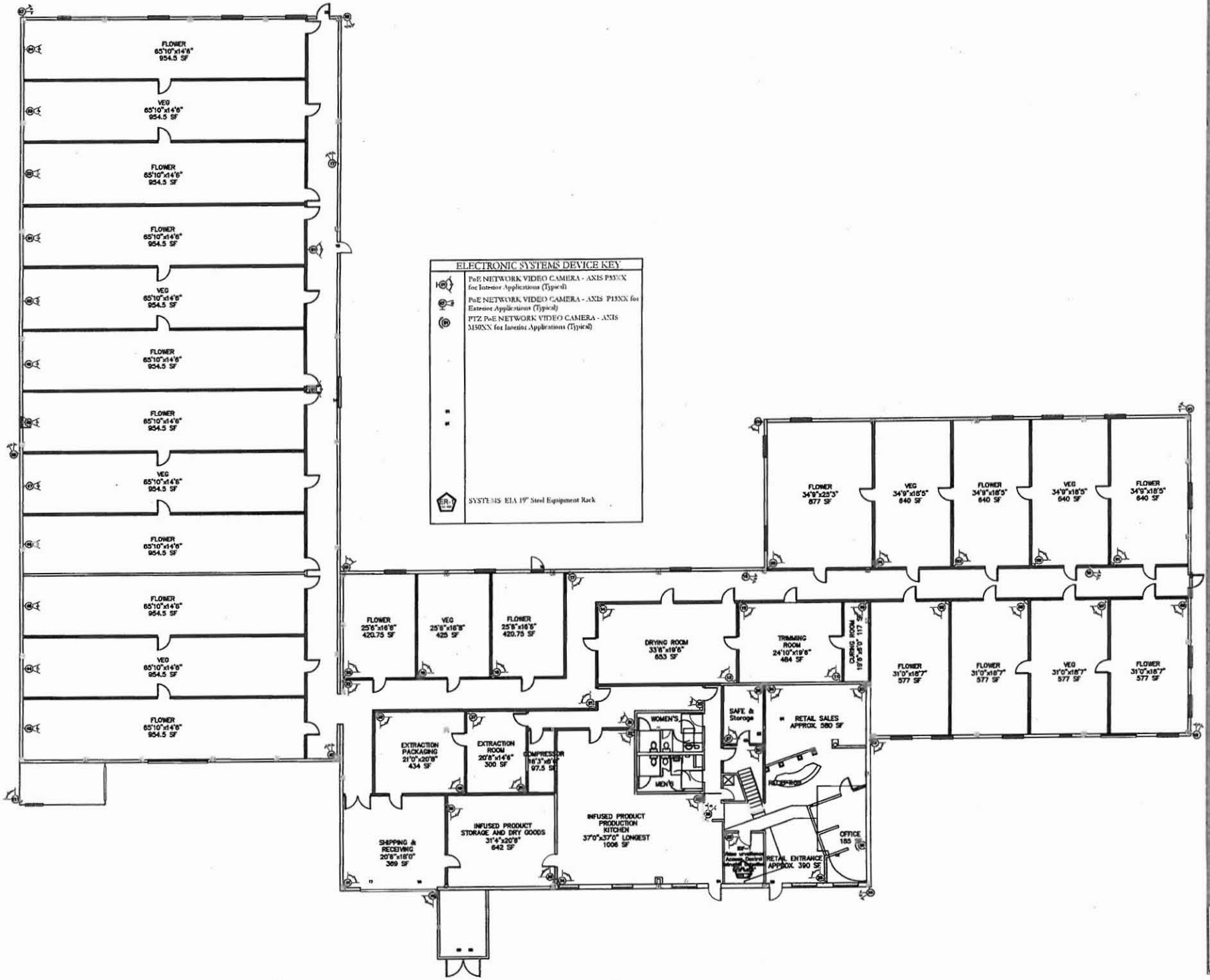
February 10, 2015

AB-TF-GF-150131

MF-J-Reg Validation

Intrusion Detection Device Plan

ID-1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PTZ PoE NETWORK VIDEO CAMERA - AXIS M30XX for Interior Applications (Typical)
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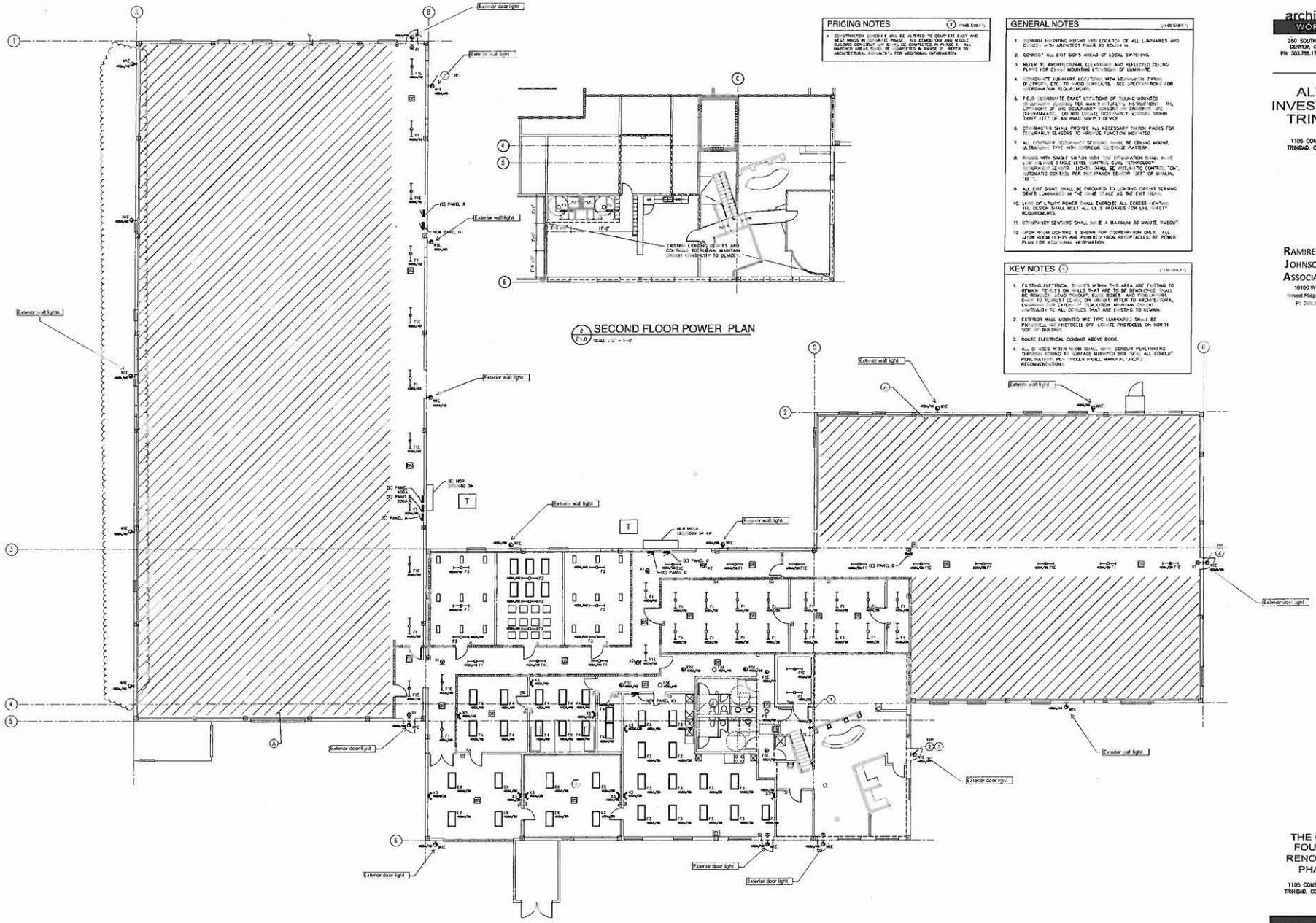
RETAIL ENTRANCE APPROX. 390 SF
VS-1
The Grow Foundry, Inc. - Trinidad Processing Facility
February 3, 2015
Relative
February 10, 2015
AB-TP-GF-150131
MF-J-Reg Validation
Video Surveillance Devices



2 SECOND FLOOR POWER PLAN
E1.0 SCALE: 1/8" = 1'-0"

1 FIRST FLOOR LIGHTING PLAN
E2.0 SCALE: 1/8" = 1'-0"

PRICING NOTES

A. CONSTRUCTION SCHEDULE WILL BE ALTERED TO COMPLETE EAST AND WEST WINGS IN SEPARATE PHASE. ALL DEMOLITION AND MODIFICATIONS TO BUILDING CONTINUITY WILL BE COMPLETED IN PHASE 1. ALL MATCHED AREAS SHALL BE COMPLETED IN PHASE 2. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION.

GENERAL NOTES

1. UNIFORM MOUNTING HEIGHT AND LOCATION OF ALL LUMINAIRES AND DEVICES WITH ARCHITECT PRIOR TO ROUGH-IN.
2. CONNECT ALL EXIT SIGNS AHEAD OF LOCAL SWITCHING.
3. REFER TO ARCHITECTURAL ELEVATIONS AND REFLECTED CEILING PLANS FOR EXACT MOUNTING LOCATION OF LUMINAIRE.
4. COORDINATE LUMINAIRE LOCATIONS WITH DEVICES, DUCTWORK, DIFFUSERS, ETC. TO AVOID CONFLICTS. SEE SPECIFICATIONS FOR CLEARANCE REQUIREMENTS.
5. FIELD COORDINATE EXACT LOCATIONS OF CEILING MOUNTED OCCUPANCY SENSORS PER MANUFACTURER'S RECOMMENDATIONS. THE LOCATIONS OF THE OCCUPANCY SENSORS ARE DIAGRAMMATIC. DO NOT LOCATE OCCUPANCY SENSORS WITHIN THREE FEET OF AN HVAC SUPPLY DEVICE.
6. CONTRACTOR SHALL PROVIDE ALL NECESSARY SWITCH PACKS FOR OCCUPANCY SENSORS TO PROVIDE FUNCTION INDICATED.
7. ALL OCCUPANCY SENSORS SHALL BE CEILING MOUNT, ULTRASONIC TYPE WITH CIRCULAR COVERAGE PATTERN.
8. PROVIDE WITH SINGLE SWITCH WITH THE INFORMATION SHALL HAVE LOW VOLTAGE SINGLE LEVEL CONTROL DUAL TECHNOLOGY OCCUPANCY SENSOR. LIGHTS SHALL BE AUTOMATIC CONTROL "ON", AUTOMATIC CONTROL PER OCCUPANCY SENSOR "OFF" OR MANUAL "ON".
9. ALL EXIT SIGNS SHALL BE CONNECTED TO LIGHTING CIRCUIT SERVING OTHER LUMINAIRES IN THE SAME SPACE AS THE EXIT SIGN.
10. LOSS OF UTILITY POWER SHALL ENERGIZE ALL EGRESS LIGHTING. THE DESIGN SHALL MEET ALL U.L.'S MEANS FOR U.L. SAFETY REQUIREMENTS.
11. OCCUPANCY SENSORS SHALL HAVE A MAXIMUM 30 MINUTE TIMEOUT.
12. GROW ROOM LIGHTING IS SHOWN FOR COORDINATION ONLY. ALL GROW ROOM LIGHTS ARE POWERED FROM RECEPTACLES. RE: POWER PLAN FOR ADDITIONAL INFORMATION.

KEY NOTES

1. EXISTING ELECTRICAL DEVICES WITHIN THIS AREA ARE EXISTING TO REMAIN. DEVICES ON WALLS THAT ARE TO BE DEMOLISHED SHALL BE REMOVED (AND THROUGH, EXISTING BOXES AND CONDUITS) BACK TO NEAREST LEGAL CIRCUIT. REFER TO ARCHITECTURAL DRAWINGS FOR EXTENT OF DEMOLITION. MAINTAIN CIRCUIT CONTINUITY TO ALL DEVICES THAT ARE EXISTING TO REMAIN.
2. EXTERIOR WALL MOUNTED WPE TYPE LUMINAIRES SHALL BE PROVIDED WITH PHOTOCELL OFF. LOCATE PHOTOCELL ON NORTH SIDE OF BUILDING.
3. ROUTE ELECTRICAL CONDUIT ABOVE DOOR.
4. ALL DEVICES WITHIN ROOM SHALL HAVE CONDUIT PENETRATING THROUGH CEILING TO SURFACE MOUNTED BOX SEE ALL CONDUIT PENETRATIONS PER FIRE STOPPER PANEL MANUFACTURER'S RECOMMENDATIONS.

architectural WORKSHOP
280 SOUTH PENNSYLVANIA ST.
DENVER, COLORADO 80209
PH: 303.788.1717 FAX: 303.788.1964

ALTUM INVESTMENTS TRINIDAD

1105 CONSTITUTION DRIVE
TRINIDAD, COLORADO 81082

RAMIREZ, JOHNSON, & ASSOCIATES, LLC
10100 W 35th Ave
Wheat Ridge, CO 80033
P: 303.420.8624

THE GROW FOUNDRY RENOVATION PHASE 1

1105 CONSTITUTION DRIVE
TRINIDAD, COLORADO 81082

ISSUE	DATE	DESCRIPTION
1	02.16.2015	REVIEW DOCUMENTS
2	02.20.2015	100% CONSTRUCTION DOCS.
3	03.06.2015	ADDENDUM 1
4	04.03.2015	ADDENDUM 2

DRAWN BY: CSJ CHECKED BY: DWR
PROJECT NO.: 15024 INITIAL DATE: FEB 2015

FIRST FLOOR LIGHTING PLAN

E2.0

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 The Grow Foundry, Inc.
2. D/B/A (Doing Business As) Coda Signature
3. Business address 1105 Constitution Drive, Trinidad, CO 81082
4. Business License #

5. Your Full Name (last, first, middle)
Grindeland, MARK, ALAN

6. List any other names you have used

7. Mailing address (If different from residence)
[redacted]

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	[redacted]	[redacted]	[redacted]	[redacted]
Previous	2 Woodstock Dr.	Framingham, MA 01701	9/1/02	8/31/11

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
TeleTech Holdings	9197 S. Peoria St. Englewood, CO 80112	CMO	9/1/11	12/31/14
ShesConnected	2 Woodstock Drive Framingham, MA 01701	CEO	11/06	9/11

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 X 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 X 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 X 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 X NO

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

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth [redacted]

b. Social Security Number SSN [redacted]

c. Place of Birth [redacted]

d. U.S. Citizen? X YES ___ NO

e. If Naturalized, State where N/A

f. When

g. Name of District Court

h. Naturalization Certificate Number N/A

i. Date of Certification

j. If an Alien, Give Alien's Registration Card Number

k. Permanent Residence Card Number N/A

l. Height [redacted]

M. Weight [redacted]

n. Hair Color Salt & Pepper

o. Eye Color Brown

p. Sex M

q. Race Caucasian

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

320 North Convent St.

Trinidad, CO 81082

Mark Grindeland

Elizabeth Cooke

AFFIDAVIT

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

I, Mark Grindeland (Printed Name of Applicant), being first duly sworn, state that I am

an applicant for a Medical Marijuana Center for The Grow Foundry (Name of Establishment),

Located at 1105 Constitution Drive (Address of Establishment), Trinidad, Colorado;

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.

Mark Grindeland
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 27 day of May, 2013 by Mark Grindeland.

Witness my hand and official seal.

My commission expires August 1, 2018

JESSICA L. CURRO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144030351
MY COMMISSION EXPIRES AUGUST 1, 2018

Jessica L. Curro
Notary Public

Owner/Manager Approval **(Required)**

I, Mark Grindeland, Owner/Manager of The Grow Founder/
Owner or Manager's Name Printed Here — Business Name Printed Here

acknowledge and approve the submittal of an application for Mark Grindeland.
Applicant's Printed Name Here

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 The Grow Foundry, Inc.

2. D/B/A (Doing Business As) CODA Signature

3. Business address 1105 Constitution Dr. Trinidad, CO 81082

4. Business License #

5. Your Full Name (last, first, middle)
Elizabeth Lynn Cooke

6. List any other names you have used
n/a

7. Mailing address (If different from residence)
PO Box 1421 Arvada CO 80001

8. Phone
[redacted]

9. List All Other Medical Marijuana Licenses issued to Applicant (Attach separate sheet if necessary)
n/a

Location
n/a

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

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	[redacted]	[redacted]	[redacted]	
Previous	330 Haven Ave. #GL	NY, NY 10033	3/2008-	2/2010

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
ELCO Investments, Inc.	PO Box 1421 Arvada CO 80001	President	2012	Present
Private Practice	353 Central Park West NY NY 10025	Psychotherapist	1994	2010
"I Have a Dream" Foundation	322 8th Ave. Ste. 200 NY NY 10001	Director	1994	2009

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. X YES ____ NO

See Attached

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 X 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 X 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 X NO

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

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth	b. Social Security Number SSN	c. Place of Birth	d. U.S. Citizen?
[redacted]	[redacted]	[redacted]	___YES ___NO X

e. If Naturalized, State where	f. When	g. Name of District Court
n/a		

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? X YES ___ NO If so, give State and Number [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 The Grow Foundry, Inc. [redacted]

Mark Grindeland, CEO & Elizabeth Cooke, President

AFFIDAVIT

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

I, Elizabeth Cooke (Printed Name of Applicant), being first duly sworn, state that I am

an applicant for a Medical Marijuana Center for The Grow Foundry Inc. (Name of Establishment),

Located at 1105 Constitution Dr. (Address of Establishment), Trinidad, Colorado; 81082

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.

Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 27 day of May, 2015 by Elizabeth Cooke.

Witness my hand and official seal.

My commission expires Aug 1, 2018.

JESSICA L. CURRO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144030351
MY COMMISSION EXPIRES AUGUST 1, 2018

Notary Public

Owner/Manager Approval **(Required)**

I, Elizabeth Cooke, Owner/Manager of The Grow Foundry, Inc.
Owner or Manager's Name Printed Here — Business Name Printed Here

acknowledge and approve the submittal of an application for Elizabeth Cooke.
Applicant's Printed Name Here

Trinidad Police Department

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

To Audra Garrett, Assistant City Manager
From Det Sgt Phil Martin
June 8, 2015

RE: Elizabeth Lynn Cooke The Grow Foundry Inc

To whom it may concern:

A check of various public data bases has been conducted by this agency. No information was located.

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, Assistant City Manager
From Det Sgt Phil Martin
June 8, 2015

RE: Mark Alan Grindeland The Grow Foundry Inc

To whom it may concern:

A check of various public data bases has been conducted by this agency. No information was located.

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

DATE 06/08/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: COOKE,ELIZABETH LYNN DATE OF BIRTH: [redacted]
SOC: XXX-XX[redacted]

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 E2015159000000223176 CIDN OCA CO0360100
COOKE,ELIZABETH LYNN [redacted]
MNU SOC [redacted] SEX F
COCBI0000 COLORADO B OF I
DENVER CO 2015/06/02
A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2015/06/08 FEDERAL BUREAU OF INVESTIGATION

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

DATE 06/08/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: GRINDELAND,MARK ALAN [redacted]
SOC: [redacted]

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

CIVIL APPLICANT RESPONSE

ICN E2015159000000222767 CIDN OCA CO0360100
GRINDELAND,MARK ALAN [redacted]
MNU [redacted] SEX M
COCBI0000 COLORADO B OF I
DENVER CO 2015/06/02
A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2015/06/08 FEDERAL BUREAU OF INVESTIGATION

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

May 26, 2015

The Grow Foundry, Inc.
1105 Constitution Dr.
Trinidad CO 81082

This is to confirm that The Grow Foundry, Inc. located at 1105 Constitution Dr. Trinidad CO 81082 will have a contract for an alarm system. We will install a security/alarm system and will provide the City of Trinidad with a copy of the contract.

Sincerely,

Elizabeth Cooke
President

$2500

City of Trinidad

COLORADO DEPARTMENT OF REVENUE
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.)

- [ ] Retail Marijuana Store
- [ ] Retail Marijuana Cultivation
  - [ ] Tier 1 = 3600 or fewer plants
  - [ ] Tier 2 = 3601 – 6000 plants
  - [ ] Tier 3 = 6001–10200 plants
- [ ] Retail Marijuana Test Facility
- [x] Retail Marijuana Products Manufacturer
- [ ] Conversion
- [ ] Retail/Medical Marijuana Combined Use
- [ ] Affiliated Business

Applicant's Legal Business Name (Please Print) The Grow Foundry, Inc.	Marijuana License Number (Assigned by Division)
Trade Name (DBA) (Provide Trade Name Registration) CODA Signature	Website Address thegrowfoundry.com

Physical Address

Street Address of Marijuana Business 1105 Constitution Dr.	City Trinidad	State CO	ZIP 81082
Business Phone Number 720-596-4104	Business Fax Number n/a	Email Address info@thegrowfoundry.com	

Mailing Address (if different from Business Address)

Address [redacted]	City Denver	State CO	ZIP 80204
Primary Contact Person for Business Mark Grindeland	Title CEO	Primary Contact Phone Number [redacted]	
Primary Contact Address (city, state ZIP) [redacted]		Primary Contact Fax Number n/a	
Federal Taxpayer ID [redacted]	Colorado Sales Tax License # 30142151	Email Address markgrindeland@thegrowfoundry.com	

Type of Business Structure

- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Limited Partnership
- [ ] Limited Liability Company
- [x] C Corporation
- [ ] S Corporation
- [ ] Publicly Traded Corporation
- [ ] Trust
- [ ] Other _____

State of Incorporation or Creation of Business Entity Colorado	Date 1-22-2015

Date of Qualification to Conduct Business in colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office)
1-22-15

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)
CODA Signature

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 ☒

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? ☐ ☒
   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. ☒ ☐

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.
   ☐ Ownership ☒ Lease ☐ 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	Tenant	Expires
Altum Investments, Inc.	The Grow Foundry, Inc.	1-31-2020

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
Mark Grindeland	[redacted]	[redacted]	50% owner
Elizabeth Cooke	[redacted]	[redacted]	50% owner

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	Address
City of Trinidad-City Clerks Office	135 N. Animas St. PO Box 880 Trinidad, CO 81082

Local Licensing Authority contact name	Contact Phone	Contact Email
Audra Garrett	719-846-9843	audra.garrett@trinidad.co.gov

6. Has the Applicant filed for a retail marijuana cultivation? Yes ☒ No ☐

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 $5,000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)? ☒ ☐

Printed Legal Business Name	Printed Trade Name (DBA)
The Grow Foundry, Inc.	CODA Signature

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	Title	SSN/FEIN	DOB	App submitted?
Mark Grindeland	CEO	[redacted]	[redacted]	☒ Yes ☐ No

Address	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
The Grow Foundry, Inc.	50%	50%

Name	Title	SSN/FEIN	DOB	App submitted?
Elizabeth	President	[redacted]	[redacted]	☒ Yes ☐ No

Address	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
The Grow Foundry, Inc.	50%	50%

Name	Title	SSN/FEIN	DOB	App submitted?
				☐ Yes ☐ 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?
				☐ Yes ☐ 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?
				☐ Yes ☐ 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?
				☐ Yes ☐ 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	Printed Trade Name (DBA)
The Grow Foundry, Inc.	CODA Signature

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.	☒ Yes ☐ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☒ Yes ☐ 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?	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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 Vicente Sederberg, LLC	Title Attorney
Address 1244 Grant St. Denver, CO 80203	Phone Number 303-860-4501
Person who prepares Applicant's tax returns, government forms & reports GA Consulting	Title Accountant
Address 1876 S. Broadway Denver, CO 80210	Phone Number 303-997-1317
Location of financial books and records for Applicant's business 1105 Constitution Dr. Trinidad, CO 81082	

Affirmation & Consent

I, Mark Grindeland, 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	Trade Name (DBA)
The Grow Foundry, Inc.	CODA Signature

Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name
Grindeland	Mark	Alan

Signature	Date
Mark Alan Grindeland	2-11-15

Investigation Authorization

Authorization to Release Information

I, Mark Grindeland, 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 The Grow Foundry, Inc.	Trade Name (DBA) CODA Signature	
Legal Agent Last Name (Please Print) Grindeland	Legal Agent First Name Mark	Legal Agent Middle Name Alan
Legal Agent Title CEO	Signature (Must be signed in front of one witness) Mark Alan Grindeland	
Date (MM/DD/YY) 2-11-15	City Trinidad	State Co
Witness 1 Signature		

Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name) The Grow Foundry, Inc.

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 no 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:
   (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)	Legal Agent First Name	Legal Agent Middle Name
Grindeland	Mark	Alan
Legal Agent Title CEO	Signature (Must be signed in front of one witness) Mark Alan Grindeland	
Date (MM/DD/YY) 2-11-15	City Trinidad	State Co
Witness 1 Signature		
Signature of Marijuana Enforcement Division agent presenting this request		Date

MED Application

The Grow Foundry, Inc. DBA CODA Signature

Page 6 # 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. "

Operating Account for: **The Grow Foundry, Inc.**
International Bank
320 North Convent Street, Trinidad, CO 81082
(719) 846-1600
[redacted]

Operating Account for: **Altum Investments, Inc.**
International Bank
320 North Convent Street, Trinidad, CO 81082
(719) 846-1600
[redacted]

Operating Account for: **Elizabeth Cooke (ELCO Investments, Inc.)**
US Bank
9590 West 58th Avenue
Arvada, CO
(303) 431-5468
[redacted]

Operating Account for: **Mark Grindeland**
Wells Fargo Bank
1740 Broadway
Denver, CO 80274
United States
(303) 863-4631
[redacted]

Operating Account for: **Mark Grindeland**
Bank of America
120 Concord Street
Framingham, MA
(800) 432-1000
[redacted]

Operating Account for: **Mark Grindeland**
Fidelity Investments
World Trade Center Denver, 1625 Broadway #110
Denver, CO
(800) 543-5219
[redacted]

Operating Account for: **Mark Grindeland**
Merrill Lynch Investments
370 17th Street
Denver, CO
(303) 446-550
[redacted]

RETAIL MARIJUANA OWNERSHIP AND FUNDING CERTIFICATION:

On behalf of the Applicant, I certify under the penalty of perjury on the date signed:

The ownership described below is accurate and complete and includes ***all*** shareholders or other owners of the Applicant business entity, including members of business entities that share in the ownership in the Applicant business entity, no matter how slight the ownership interest.

The list of associated persons below is complete and includes ***all*** corporate or company officers, directors (including outside or independent directors), partners, and all persons who have the ability to exercise control over the management policies of the Applicant entity, along with accurate titles or positions. Note: Business entities that own the Applicant business entity, in whole or in part, must provide details of their ownership structure.

On behalf of the Applicant, I further certify under the penalty of perjury that on the date signed:

All investments and funds used to start and/or finance this Applicant's business entity have been disclosed and accurately reported. These investments and funds were obtained from fully disclosed, legal and legitimate sources. These investments and funds are not involved in any criminal or money laundering activity, are clear and unencumbered, and are not derived from any illegal activities.

Upon signature below the applicant also understands and agrees no change of ownership or change of location will be accepted by the State Licensing Authority, Marijuana Enforcement Division until the applicant's license(s) are approved.

x Mark Grindeland	CEO	2.11.15
Signature	Title or Position	Date
Mark Grindeland	The Grow Foundry Inc	
Typed or Printed Name	Business Name	License #
x Elizabeth Cooke	President	2.11.15
Signature	Title or Position	Date
Elizabeth Cooke	The Grow Foundry, Inc.	
Typed or Printed Name	Business Name	License #
x		
Signature	Title or Position	Date
Typed or Printed Name	Business Name	License #
hmcchesney	CI	2-11-15
Witnessed By	**Title**	**Date**

COLORADO
Department of Revenue
Enforcement Division - Marijuana

STATEMENT OF UNDERSTANDING

Colorado Department of Revenue - Marijuana Enforcement Division

I understand I am responsible for knowing and complying with **all** state laws and regulations governing medical and retail marijuana pursuant to Article 12 Title 43.3 and Article 12 Title 43.4 of the Colorado Revised Statutes, as well as 1 CCR 212-1 and 1 CCR 212-2 of the Colorado Code of Regulations. I understand I am being made aware of the following laws and regulations and agree to comply with them upon issuance of my license:

I will not cultivate, sell, dispense, possess or test any marijuana on the licensed premises prior to being issued a license to do so by the State Licensing Authority and receiving approval to do so by the local jurisdiction where the license is issued. MG

I understand that the licensed premises must comply with all security and surveillance requirements set forth in the Medical Marijuana Code and/or the Retail Marijuana Code and the rules or regulations promulgated in accordance with the Codes before the licensee can cultivate, sell, dispense, possess or test any marijuana on the licensed premises. MG

I understand that at all times I shall possess and maintain possession of the premises for which the license is issued by ownership, lease, rental, or other arrangement of possession of the premises. MG

I understand that I am required to keep a complete set of all records necessary to show fully the business transactions of the licensee, all of which shall be open at all times during business hours for inspections and examination by the State Licensing Authority or its duly authorized representatives. MG

I understand that the licensed premises, including any places of storage where medical marijuana and/or retail marijuana and/or infused products are stored, sold, dispensed or tested shall be subject to inspection by the state or local jurisdictions and their investigators, during all business hours and other times of apparent activity. MG

I understand that I shall retain all books and records necessary to show fully the business transactions of the business for a period of the current tax year and the three preceding tax years. MG

I understand I must use the State's Inventory Tracking System as my primary inventory tracking system of record and to follow all the rules and guidelines set forth for the use of this system. MG

I understand that any medical marijuana and/or retail marijuana and/or infused product must meet the labeling and packaging requirements set forth in the Medical Marijuana Code and/or the Retail Marijuana Code and all rules or regulations promulgated in accordance with the Codes. MG

I understand that all areas of ingress or egress to limited access areas shall be clearly identified as such by a sign as designated by the State Licensing Authority. MG

I have read all of the above information and understand my responsibilities as a medical marijuana and/or retail marijuana business licensee. I further understand that failure to comply with any law, regulation, or the provisions of this Statement may be grounds for disciplinary action including, but not limited to the suspension or revocation of my license and a monetary penalty after an administrative hearing.

LICENSEE'S BUSINESS NAME	BUSINESS LICENSE NUMBER
The Grow Foundry INC	
OWNER'S SIGNATURE	DATE
Mark Grol	02-11-15

nmcchesney CI 2-11-15

455 Sherman, Street Suite 390 Denver, Colorado 80203 Phone 303.205.8421
Fax 303.205.2399 www.colorado.gov/revenue/marijuana

COLORADO
Department of Revenue
Enforcement Division - Marijuana

STATEMENT OF UNDERSTANDING

Colorado Department of Revenue - Marijuana Enforcement Division

I understand I am responsible for knowing and complying with **all** state laws and regulations governing medical and retail marijuana pursuant to Article 12 Title 43.3 and Article 12 Title 43.4 of the Colorado Revised Statutes, as well as 1 CCR 212-1 and 1 CCR 212-2 of the Colorado Code of Regulations. I understand I am being made aware of the following laws and regulations and agree to comply with them upon issuance of my license:

I will not cultivate, sell, dispense, possess or test any marijuana on the licensed premises prior to being issued a license to do so by the State Licensing Authority and receiving approval to do so by the local jurisdiction where the license is issued. EL

I understand that the licensed premises must comply with all security and surveillance requirements set forth in the Medical Marijuana Code and/or the Retail Marijuana Code and the rules or regulations promulgated in accordance with the Codes before the licensee can cultivate, sell, dispense, possess or test any marijuana on the licensed premises. EL

I understand that at all times I shall possess and maintain possession of the premises for which the license is issued by ownership, lease, rental, or other arrangement of possession of the premises. EL

I understand that I am required to keep a complete set of all records necessary to show fully the business transactions of the licensee, all of which shall be open at all times during business hours for inspections and examination by the State Licensing Authority or its duly authorized representatives. EL

I understand that the licensed premises, including any places of storage where medical marijuana and/or retail marijuana and/or infused products are stored, sold, dispensed or tested shall be subject to inspection by the state or local jurisdictions and their investigators, during all business hours and other times of apparent activity. EL

I understand that I shall retain all books and records necessary to show fully the business transactions of the business for a period of the current tax year and the three preceding tax years. EL

I understand I must use the State's Inventory Tracking System as my primary inventory tracking system of record and to follow all the rules and guidelines set forth for the use of this system. EL

I understand that any medical marijuana and/or retail marijuana and/or infused product must meet the labeling and packaging requirements set forth in the Medical Marijuana Code and/or the Retail Marijuana Code and all rules or regulations promulgated in accordance with the Codes. EL

I understand that all areas of ingress or egress to limited access areas shall be clearly identified as such by a sign as designated by the State Licensing Authority. EL

I have read all of the above information and understand my responsibilities as a medical marijuana and/or retail marijuana business licensee. I further understand that failure to comply with any law, regulation, or the provisions of this Statement may be grounds for disciplinary action including, but not limited to the suspension or revocation of my license and a monetary penalty after an administrative hearing.

LICENSEE'S BUSINESS NAME	BUSINESS LICENSE NUMBER
The Grow Foundry, Inc.	
OWNER'S SIGNATURE	DATE
	2.11.15

NMCCherner CI 2-11-15

455 Sherman, Street Suite 390 Denver, Colorado 80203 Phone 303.205.8421
Fax 303.205.2399 www.colorado.gov/revenue/marijuana

COLORADO
Department of Revenue
Enforcement Division - Marijuana

Colorado Business Medical Marijuana License Application

Marijuana Enforcement Division

DR 8530 (12/04/14)

Colorado Marijuana Enforcement Division

Medical Marijuana 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.

☐ 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 (leave top two lines of form blank)

☐ 3 **All Requested Information Attached**

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
- ☐ 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 4
- ☐ Documentation showing legal possession of the premise to be licensed
- ☐ Diagram of premise to be licensed (described on page 2, just above question 6) including security drawing
- ☐ Copies of notes, security instruments, etc., (detailed on page 2, just below question 6, and page 4, question 10
- ☐ Explanation detailing the funding sources used to finance the applicant business
- ☐ List of financial institution accounts as detailed on page 4, question 9
- ☐ Copy of Medical Marijuana Sales Tax Bond (on the approved form)
- ☐ Copy of Local License or application (if requesting concurrent review)
- ☐ Copy of Sales Tax License

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

☐ 4 **Applications For Associated Keys Attached**

Submit the following: Associated Key License Form (DR 8520) for any person holding an ownership interest, and/or officers and directors, regardless of ownership interest, if any.

☐ 5 **Application and License Fees**

See fee table on website: *www.colorado.gov/revenue/med*

Application fees remitted to the State Licensing Authority and/or the Department of Revenue are non-refundable. Only license fees may be refunded.

☐ 6 **Bring in Application (BY APPOINTMENT ONLY)**

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

DR 8530 (12/04/14)
COLORADO DEPARTMENT OF REVENUE
MARIJUANA ENFORCEMENT DIVISION
455 Sherman Street, Suite 390
Denver, CO 80203

Colorado Marijuana Licensing Authority

Business License Application

License Types & Fees (Check only one application type. See Application Checklist for details on license types and fees.)

- [ ] Medical Marijuana Center (Type 1*)
- [ ] Medical Marijuana Center (Type 2*)
- [ ] Medical Marijuana Center (Type 3*)
- [x] Medical Marijuana–Infused Products Manufacturer
- [ ] Affiliated Business

*Type 1=300 or fewer patients, *Type 2=301 to 500 patients; *Type 3=501 or more patients

Fill out a separate Appendix A form (DR 8544) for each optional premise cultivation license you are applying for.

Applicant's Legal Business Name (Please Print)	Marijuana License Number (Assigned by Division)
The Grow Foundry, Inc.	
Trade Name (DBA) (Provide Trade Name Registration)	**Website Address**
CODA Signature	thegrowfoundry.com

Physical Address

Street Address of Medical Marijuana Business (Use Appendix A for Optional Premises Cultivation Information)	City	State	ZIP
1105 Constitution Dr.	Trinidad	CO	81082

Business Phone Number	Business Fax Number	Email Address
720-596-4104	n/a	info@thegrowfoundry.com

Mailing Address (if different from Business Address)

Address	City	State	ZIP
[redacted]	[redacted]	[redacted]	[redacted]

On a separate sheet, list all principal places of business for the past 10 years if different from above.

Primary Contact Person for Business	Title	Primary Contact Phone Number
Mark Grindeland	CEO	[redacted]
Primary Contact Address (city, state ZIP)		**Primary Contact Fax Number**
[redacted]		n/a

Federal Taxpayer ID	Colorado Sales Tax License #	Email Address
[redacted]	30142151	markgrindeland@thegrowfoundry.com

Type of Business Structure

- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Limited Partnership
- [ ] Limited Liability Company
- [x] C Corporation
- [ ] S Corporation
- [ ] Publicly Traded Corporation
- [ ] Trust
- [ ] Other _____

State of Incorporation or Creation of Business Entity	Date
Colorado	1-22-2015

Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office)
1-22-15

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)
CODA Signature

Attach certified 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.

	Yes	No
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?	☐	☒
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 Medical Marijuana)?	☐	☒
(b) had a privileged license (ie: Liquor, Gaming, Racing and Medical Marijuana) suspended or revoked?	☐	☒
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Medical Marijuana) license denied, suspended or revoked?	☐	☒
If you answered yes to 2a, b or c, explain in detail on a separate sheet.		
3. Are the premises to be licensed within 1000 feet of a school (as defined in 12-43.3 104 (15) C.R.S.), alcohol or drug treatment facility, principal campus of a college, university, or seminary, or a residential childcare facility? If YES, then include a copy of a waiver or ordinance from the local jurisdiction where the business is located.	☐	☒
4. Has a Medical 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.	☒	☐

5. 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.
☐ Ownership ☒ Lease ☐ 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	Tenant	Expires
Altum Investments, Inc.	The Grow Foundry, Inc.	1-31-2020

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)

6. 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
Mark Grindeland	[redacted]	[redacted]	50% owner
Elizabeth Cooke	[redacted]	[redacted]	50% owner

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/Department

Local Licensing Authority/Department	Address	
City of Trinidad-City Clerks Office	135 N. Animas St. PO Box 880 Trinidad, CO	
Local Licensing Authority contact name	Contact Phone	Contact Email
Audra Garrett	719-846-9843	audra.garrett@trinidad.co.gov
Date of application with local authority	Date of approval from local authority, if any	
2-11-15	pending	

Are you requesting a concurrent review? ☒ Yes ☐ No

	Yes	No
7. Optional Premises Cultivation License Has the Applicant filed for an Optional Premises License?	☒	☐

What City or County? (Fill out Appendix A completely)
Trinidad

8. Does the Applicant have evidence of a good and sufficient bond in the amount of $5,000.00 in accordance with 12-43.4-304 C.R.S. (Include evidence with application)?	☒	☐

Printed Legal Business Name	Printed Trade Name (DBA)
The Grow Foundry, Inc.	CODA Signature

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	Title	SSN/FEIN	DOB	App submitted?
Mark Grindeland	CEO	[redacted]	[redacted]	☒ Yes ☐ No

Address	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
The Grow Foundry, Inc.	50%	50%

Name	Title	SSN/FEIN	DOB	App submitted?
Elizabeth Cooke	President	[redacted]	[redacted]	☒ Yes ☐ No

Address	City	State	ZIP	Phone Number
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
The Grow Foundry, Inc.	50% owner	50% owner

Name	Title	SSN/FEIN	DOB	App submitted?
				☐ Yes ☐ 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?
				☐ Yes ☐ 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?
				☐ Yes ☐ 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?
				☐ Yes ☐ 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 and submit Associate Key License Application forms for each person

Printed Legal Business Name	Printed Trade Name (DBA)
The Grow Foundry, Inc.	CODA Signature

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.	☒ Yes ☐ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☒ Yes ☐ 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?	☐ Yes ☒ 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.	☐ Yes ☒ 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.	☐ Yes ☒ 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 Vicente Sederberg, LLC	Title Attorney
Address 1244 Grant St. Denver, CO 80203	Phone Number 303-860-4501
Person who prepares Applicant's tax returns, government forms & reports GA Consulting	Title Accountant
Address 1876 S. Broadway Denver, CO 80210	Phone Number 303-997-1317
Location of financial books and records for Applicant's business 1105 Constitution Dr. Trinidad, CO 81082	

Affirmation & Consent

I, Mark Grindeland, 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 Medical 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 Medical 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 of a temporary Medical Marijuana application or the 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 Medical Marijuana License, and for 90 days following the expiration or surrender of such Medical 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	Trade Name (DBA)	
The Grow Foundry, Inc.	CODA Signature	
Legal Agent Last Name (Please Print)	**Legal Agent First Name**	**Legal Agent Middle Name**
Grindeland	Mark	Alan
Signature		**Date (MM/DD/YY)**

Investigation Authorization
Authorization to Release Information

I, Mark Grindeland, 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 The Grow Foundry, Inc.	Trade Name (DBA) CODA Signature	
Legal Agent Last Name (Please Print) Grindeland	Legal Agent First Name Mark	Legal Agent Middle Name Alan
Legal Agent Title CEO	Signature (Must be signed in front of one witness)	
Date (MM/DD/YYYY)	City	State
Witness 1 Signature		

Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name) The Grow Foundry, Inc.

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 no 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:
   (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 Medical 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)	Legal Agent First Name	Legal Agent Middle Name
Grindeland	Mark	Alan
Legal Agent Title CEO	Signature (Must be signed in front of one witness)	
Date (MM/DD/YYYY)	City	State
Witness 1 Signature		
Signature of Marijuana Enforcement Division agent presenting this request		Date

LINE OF CREDIT AGREEMENT

This LINE OF CREDIT AGREEMENT (the "Agreement") is entered into and is effective as of the 2st day of February, 2015, by and between **Altum Investments, Inc.**, a Delaware corporation, (the "Lender"), and **The Grow Foundry, Inc.**, a Colorado corporation, 1105 Constitution Drive, Trinidad, CO 81082 (the "Borrower").

A. The Borrower has requested that the Lender extend to the Borrower a revolving line of credit (the "Line of Credit") to provide working capital for the Borrower.

B. The Lender desires to lend to the Borrower, on a revolving line of credit basis, the amount set forth herein as the Line of Credit Limit, pursuant to the terms and conditions of the Agreement.

Now therefore, in consideration of the premises and the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Lender agree, as follows:

1. **Definitions**.

1.1. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Advances" means a borrowing under this Agreement and any accrued but unpaid interest charged to the Line of Credit pursuant to paragraph 2.6 hereof at the end of each fiscal quarter during the terms of the Agreement.

"Closing Date" means the date that the application for a licensed marijuana establishment is turned into the Marijuana Enforcement Division.

"Debt" means indebtedness or liability for borrowed money.

"Line of Credit Limit" means ONE MILLION AND 00/100 DOLLARS ($1,000,000.00), which includes any accrued and unpaid interest due on the Line of Credit.

"Loan Interest" means four percent (4.00%) annual interest rate.

"Maturity Date" means sixty (60) months from the date that the Borrower draws any amount of Advances under the terms of this Agreement.

1.2. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with other comprehensive basis of accounting – income tax basis consistent with those applied in the preparation of tax returns and all financial data submitted pursuant to this Agreement shall be prepared in accordance with such principles.

2. **Terms of Line of Credit**.

2.1. The Lender agrees to lend to the Borrower from the date hereof amounts, which together with all other outstanding principal amounts issued pursuant to this section do not exceed the Line of Credit

Limit. The Borrower agrees to repay all amounts borrowed and advanced in accordance with the terms described herein. The Line of Credit Limit is the maximum amount the Lender may be required to advance to the borrower under this Agreement. The parties hereto specifically acknowledge that as of the date hereof, the Borrower has not received any advances.

2.2. It is understood that the amount available to the Borrower will vary in accordance with Advances to the Borrower and payments made by the Lender to the Borrower.

2.3. The Borrower may obtain Advances on the Line of Credit, as follows:

2.3.1. Line of Credit Note. On the Closing Date, the Borrower shall issue to the Lender a promissory note substantially in the form attached hereto as **Exhibit A** (the "Line of Credit Note") duly executed on behalf of the Company, dated the Closing Date and payable to the order of the Lender in the principal amount agreed upon by the Parties. The Lender shall, and is hereby authorized by the Company to, set forth on the reverse side of the Line of Credit Note the principal amount of each Advance made by it hereunder and each payment of principal. Each such notation shall, in the absence of manifest error, be prima facie evidence of Advance outstanding hereunder.

2.3.2. Borrower may make Advances by giving the Lender prior written notice in the form of U.S. mail or email of its request for an Advance at least two (2) business days prior to the date of such proposed Advance. Each Notice shall specify: (i) the aggregate principal amount of the Advance, (ii) the date of such Advance and (iii) the account where Borrower requests such Advance to be disbursed. The Borrower may not request Advances if as a result thereof, the aggregate amount of all Advances would exceed the amount of the Line of Credit Limit.

2.3.3. The Lender will maintain a written or computerized ledger, which will reflect all Advances, charges and payments made on the Line of Credit.

2.4 Loan Interest. The Borrower will pay to the Lender interest on the outstanding balance of all Advances obtained under this Line of Credit. The interest rate that the aggregate Advance bears is the Loan Interest rate. Interest will be compounded annually on the basis of a 365-day year and charged on the number of actual days Advances are outstanding.

2.5 Interest and Interest Payment Applications. The Borrower authorizes the Lender to charge the Line of Credit for the amount of interest due. Interest will accrue and be due in arrears on the total outstanding Advances from the Line of Credit annually. All payments on this Line of Credit shall be applied first in payment of accrued interest and any remainder in payment of principal.

2.6 Principal Pay Downs. Until the Lender declares a termination of the Line of Credit in accordance with the provisions set forth in this Agreement, the Borrower may make principal payments in excess of the amount then due pursuant to paragraph 2.7 hereof. In the event the Borrower determines to pay and pays the entirety of the outstanding principal balance of Advances and the interest which has accrued thereon as of any date prior to the Maturity Date, the Borrower shall be entitled to satisfy such amounts without further cost or fee as a result of such payment.

2.7 Principal Amortization and Interest Payments. The unpaid balance of Advances are due and payable based upon a sixty (60) month amortization, payable beginning on the 180th day from the date of the first Advance under this Agreement, provided, however, that Loan Interest only will be due and payable on the 90th day from the date of the first Advance under this Agreement.

2.8 Changing the Line of Credit Limit. The Lender and the Borrower can agree to change the Line of Credit Limit, such action to be added to this Agreement as an amendment signed by both parties.

3. **Termination**. Either party hereto may terminate this Agreement at any time by furnishing the other party with a written notice thereto. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the Maturity Date. Upon termination of this Agreement by the Borrower per this Section 3, the Borrower shall, simultaneous with the termination of this Agreement, pay all Advances, including interest, outstanding under the Line of Credit. Upon termination of this Agreement by the Lender per this Section 3, the Borrower has sixty (60) days to pay all Advances, including interest, outstanding under the Line of Credit.

4. **Maturity**. Notwithstanding any provision herein to the contrary, all outstanding Advances together with accrued and unpaid interest, fees and charges shall mature and be due and payable in full on the Maturity Date as defined herein.

5. **Events of Default: Remedies**.

5.1. Each of the following events constitutes an Event of Default:

5.1.1. The Borrower fails to make due and punctual payment of principal or interest on the Line of Credit or any other of its obligations due to the tender or any part thereof, when the same become due and payable, whether at maturity or otherwise, and such failure shall continue uncured for more than thirty (30) days after written notice thereof to the Borrower by the Lender.

5.1.2. The Borrower fails to pay any other of its debts or fail to perform or observe any other of the terms, provisions, covenants, restrictions, agreements or obligations to be performed by it under this Agreement, or under agreements or instruments given under this Agreement, and such failure shall continue uncured for more than thirty (30) days after written notice thereof to the Borrower by the Lender;

5.1.3. The Borrower is adjudicated as bankrupt or insolvent, or generally does not pay its debts as they become due, or make an assignment for the benefit of creditors.

5.2. Upon the occurrence of any Event of Default, the Lender may declare its commitment to make the Advances under the Line of Credit to be suspended and provide to the Borrower written notice to the Lender of such default and request that the default be cured within thirty (30) days following the date of such notice to the Lender. Notwithstanding the provisions of Section 4 hereof, in the event such default is not cured within the thirty (30) day demand period, then the Lender may terminate this Agreement and, in addition:

5.2.1. Declare the unpaid principal balance, and all interest thereon and all other amounts payable under this Agreement immediately due and payable.

5.2.2. Immediately, without expiration of any further period of grace, enforce payment of all obligations of the Borrower to the Lender under this Agreement and under agreements executed in connection herewith and may exercise any and all other remedies granted to the Lender at law, in equity or otherwise.

5.3. On or after default, the Borrower agrees to pay all expenses and fees including attorney's fees and court costs incurred by the Lender in the collection of the obligations and/or incurred in any bankruptcy or insolvency proceeding or in any arbitration proceedings. These expenses are due and payable immediately. If the Borrower fails to make the full payment within fifteen days following the date of default, a late payment fee equal to [5%] of all outstanding indebtedness will be charged.

6. Representations of Borrower.

6.1. All financial statements and other information furnished to Lender are true and correct as of the date of the rendition of the statements or the information and there has been no substantial change in the financial position of Borrower since the date such statements were last furnished.

6.2. There are no suits or proceedings of any kind or nature pending or threatened against Borrower in or before a court, administrative agency.

6.3. Borrower has the power to execute and deliver this Agreement and each other Loan Document and to borrow hereunder;

6.4. Borrower has all required licenses and permits without unusual restrictions or limitations, to own, operate and lease its properties and to conduct the business in which it is presently engaged, all of which are in full force and effect.

6.5. The execution and delivery by Borrower of this Agreement, as supplemented and amended from time to time, each Line of Credit Note, and any other agreements required to be executed and delivered by Borrower under the terms of this Agreement, and Borrower's performance of its obligations under each and all thereof, do not and will not conflict with any agreement, indenture, note or other instrument binding upon Borrower.

7. **Miscellaneous.**

7.1. Amendments and Waivers. No Amendment, modification, termination, waiver of any provisions of any agreement to which the Borrower and the Lender are a party shall be effective unless the same shall be in writing and signed by the Borrower and the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

7.2. Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient. Either party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient using any other means (including personal delivery, express carrier, telecopy, or telex), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it

actually is received by the intended recipient. Any party may change the address to which notices, request, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

7.3. No Waiver. No failure or delay on the part of the Lender in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided herein are cumulative, and are not exclusive of any other rights, powers, privileges, or remedies, now or hereafter existing, at law or in equity or otherwise.

7.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights under this Agreement or document to which the Borrower is a party without the prior written consent of the Lender.

7.5. Integration. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto.

7.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice or conflict of law provisions or rules (whether of the State of Colorado or other jurisdiction) which would cause the application of any law, rule or regulation other than of the State of Colorado.

7.7 Waiver of Jury Trial. Borrower hereby irrevocably waives, to the fullest extent permitted by law, any and all right(s) to trial by jury in any legal proceeding arising out of or relating to this Agreement.

7.8 Waiver and Amendment. Any provision of this note can be amended, waived, modified, discharged or terminated upon the written consent of both the Lender and the Borrower.

7.9 Severability of Provisions. Any Provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

7.10 Attorney's Fees. In the event of dispute arising out of this Agreement, the prevailing party is entitled to reasonable costs and attorney's fees.

In witness whereof, the Lender and Borrower have caused this Agreement to be executed as of the date set forth above.

LENDER
ALTUM INVESTMENTS, INC.

By: President

BORROWER
THE GROW FOUNDRY, INC.

By: Mark Grindeland, CEO

EXHIBIT "A"
LINE OF CREDIT NOTE

$1,000,000.00	Denver ,Colorado
	February 2, 2015

FOR VALUE RECEIVED, The Grow Foundry, Inc. ("**Borrower)** hereby PROMISES TO PAY to the order of Altum Investments, Inc., ("**Lender**"), at 1200 Cherokee Street, Unit 108, Denver, Colorado, 80204 or at such other place as the Lender may designate from time to time in writing, in lawful money of the United States of America and in immediately available funds, the amount of $1,000,000.00 or such lesser principal amount as may be outstanding pursuant to the Line of Credit Agreement (as hereinafter defined), together with interest on the unpaid principal amount of this Line of Credit Note (hereinafter, the "**Note**") outstanding from time to time from the date hereof at the rate or rates provided in the Line of Credit Agreement.

This Note is issued pursuant to that certain Line of Credit Agreement dated February 2, 2015 between Borrower and Lender (the "**Line of Credit Agreement**"). All capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to them in the Line of Credit Agreement.

The amount of the indebtedness evidenced hereby shall be payable as specified in the Line of Credit Agreement.

Upon and after the occurrence of an Event of Default and after the cure period as set forth in the Loan Agreement, all principal of and accrued interest on this Note may, as provided in the Line of Credit Agreement, and without demand, notice or legal process of any kind, be declared, and immediately shall become, due and payable.

Demand, presentment, protest and notice of nonpayment and protest are hereby waived by Borrower.

This Note has been executed, delivered and accepted in Denver, Colorado and shall be interpreted, governed by and construed in accordance with, the laws of the State of Colorado.

Borrower: The Grow Foundry, Inc.

By: Mark Grindeland, CEO

Explanation Detailing Funding Sources

Mark Grindeland and Elizabeth Cooke are 100% owners of Altum Investments, Inc. and The Grow Foundry, Inc.

We are contributing our own funds toward Altum Investments, Inc. who holds a note with a revolving line of credit to The Grow Foundry, Inc.

Mark Grindeland

Sign

MARK GRINDELAND

Print

2-2-2015

Date

Elizabeth Cooke

Sign

Elizabeth Cooke

Print

2-2-2015

Date

DR 8519 (09/19/13)
COLORADO DEPARTMENT OF REVENUE
MARIJUANA ENFORCEMENT DIVISION
455 Sherman Street, Suite 390
Denver, Co 80203

Colorado Retail Marijuana License Bond

Name of Bonding Company Hudson Insurance Company

Bond Number 10022125

KNOW ALL PERSONS BY THESE PRESENTS:

That we, The Grow Foundry, Inc., Street Address 1105 Constitution Drive, City Trinidad, County of Las Animas, State of Colorado, as **Principal**, and Hudson Insurance Company, a surety company qualified and authorized to do surety business in the State of Colorado, as Surety, are held and firmly bound unto the State of Colorado to indemnify the State or local governmental entity for any loss suffered by reasons of violation of the conditions hereinafter contained in the penal sum of FIVE THOUSAND DOLLARS ($5,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal is applying for the issuance or renewal of a license issued pursuant to the Colorado Retail Marijuana Code, Article 43.4 of Title 12 of the Colorado Revised Statutes, which license or license renewal shall be valid, if not suspended or revoked, for a license period ending one year from the last day of the month of issuance of the license or renewal;

NOW, THEREFORE, if the Principal is granted a license by the State pursuant to Article 43.4 of Title 12 of the Colorado Revised Statutes, during the term of said license and any renewal thereof, the Principal shall report and pay all sales and use taxes due the State of Colorado, or due any other entity for which the State is the collector or collecting agent, in a timely manner as provided by law.

IT IS FURTHER PROVIDED that the aggregate liability of the Surety for all breaches of the condition of this bond, regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid shall not exceed the amount of the bond.

IT IS FURTHER PROVIDED that pursuant to Section 12-43.4-303(2), C.R.S., the Surety shall not be required to make payments to the State of Colorado claiming under this bond until a final determination of failure to pay taxes due to the State has been made by the State Licensing Authority or a court of competent jurisdiction.

IT IS FURTHER PROVIDED that the Surety shall have the right to cancel this bond for any reason authorized by statute by filing forty-five (45) days' written notice of such cancellation with the Principal and with the State Licensing Authority. If cancellation is based upon nonpayment of premium, this bond may be cancelled by the Surety upon ten (10) days' written notice to the Principal and the State Licensing Authority.

THIS OBLIGATION may be continued from year to year by the issuance by the Surety of a proper continuation certificate delivered to the State Licensing Authority pursuant to Section 12-43.4-303(3), C.R.S.

Dated this 4th day of February, 2015.

For the Principal: _____ For the Surety: _____
Aksel Firat, Attorney-In-Fact

ACKNOWLEDGMENT OF SURETY

STATE OF ~~COLORADO~~ Arizona

COUNTY OF Maricopa | SS.

On this 4 day of February, 2015 before me, a notary public in and for the above State, personally appeared Aksel Firat, to me personally known and being by me duly sworn, did say that he or she is an authorized corporate officer or the Attorney-in-Fact of Hudson Insurance Company a corporation duly organized and existing under the laws of the State of Colorado, or authorized to do business therein, and that he or she as such officer executed the foregoing instrument for the purposes herein contained on behalf of said corporation, and further acknowledged that the instrument was executed as the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my name and affixed my official seal on the day and year written above.

(SEAL) BUCK FORD
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires
May 5, 2018

Notary Public, State of Colorado

My commission expires: 05/05/2018

Bond Number: 10022125

HUDSON INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Aksel Firat

of the State of AZ

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Five Thousand Dollars ($5,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.

(Corporate Seal)

SEAL 1918

Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, 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 Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY
MY COMMISSION EXPIRES December 10, 2017
01MU6067553
QUALIFIED IN NASSAU COUNTY
NOTARY PUBLIC, STATE OF NEW YORK

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations and recognizances, whether made by this Company or surety bureau or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 4th day of February 2015

SEAL 1918

By: Dina Daskalakis, Corporate Secretary

Form Rev. 10 8 2010 (v1)

DR 1619 (04/22/14)
COLORADO DEPARTMENT OF REVENUE
Excise Tax Accounting Section, Room 237
P.O. Box 17087
Denver, Colorado 80217-0087

Retail Marijuana Excise Tax Surety Bond

Principal Name(s) (attach additional sheet(s) if necessary)	Bond Number
The Grow Foundry, Inc.	10022129
Doing business under the name	Principal place of business
The Grow Foundry, Inc.	1105 Constitution Drive Trinidad, CO 81082

We, as principal(s), and Hudson Insurance Company, as surety, a corporation incorporated under the laws of the State of Delaware 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 $ 5,000.00, 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

4th day of February, 2015.

(Corporate Seal of Principal)

Principal
The Grow Foundry, Inc.

Authorized Agent

ATTEST: Secretary

Hudson Insurance Company
ATTEST: Surety

Aksel Firat, Attorney-in-Fact

Instructions

If the Principal on the Bond is a CORPORATION, the bond must be signed for the CORPORATION by its President or Vice-President, and the seal of the Corporation should be attached by the Secretary and attested by his signature. Names and addresses of present officers should be shown below:

If the Principal on the Bond is a PARTNERSHIP, the names of the partners should be shown on the lines indicated on the bond, and the name and address of each partner should be shown on the following lines:

Power of Attorney Must Accompany this Bond

Bond Number: 10022129

HUDSON INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Aksel Firat

of the State of AZ

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bond or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Five Thousand Dollars ($5,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.

(Corporate Seal)

SEAL 1918

Attest: Dina Daskalakis

Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of said Corporation; 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 Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M MURPHY
MY COMMISSION EXPIRES December 10, 2017
01MU6067553
QUALIFIED IN NASSAU COUNTY
NOTARY PUBLIC, STATE OF NEW YORK

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds, obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other bonds and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 4th day of February, 2015.

(Corporate Seal)

SEAL 1918

By: Dina Daskalakis, Corporate Secretary

Form Rev. 10-8-2010 (v1)

City of Trinidad, Colorado

NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO The Grow Foundry, Inc., 1105 Constitution Drive Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Product Manufacturing Facility license at this location.

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

Date of Application: June 2, 2015.

Officers: Mark Grindeland, 1200 Cherokee St., Unit 108, Denver, CO 80204
Elizabeth Cooke, P O Box 1421, Arvada, CO 80001

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

Dated this 4th day of June, 2015.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO

Audra Garrett

Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 4th day of June, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

The Grow Foundry, Inc.
1200 Cherokee St., Unit 108
Denver, CO 80204
Certified Mail #7014 2120 0004 1880 9751

Audra Garrett

Audra Garrett, City Clerk

City of Trinidad, Colorado

NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO The Grow Foundry, Inc., 1105 Constitution Drive Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Product Manufacturing Facility license at this location.

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Audra Garrett

Audra Garrett, City Clerk

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I hereby certify that on the 4th day of June, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

The Grow Foundry, Inc.
1200 Cherokee St., Unit 108
Denver, CO 80204
Certified Mail #7014 2120 0004 1880 9744

Audra Garrett

Audra Garrett, City Clerk

PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS} SS

Lauri A. Duran, of lawful age, being first duly sworn upon oath, deposes and says that she is the authorized agent of The Chronicle-News, daily newspaper of general circulation which is published and circulated in the City of Trinidad, Las Animas County, Colorado, that said newspaper is a newspaper of general circulation complying with all of the requirements of Articles I to VII, Chapter 130, 1935, Colorado Statutes Annotated, and all other laws of said State, and that said legal / notice has been so published for the period of time prescribed in said newspaper proper and not a supplement.

The attached Notice was published in said newspaper in its issue(s) dated

58291 June 8, 2015

NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, The Grow Foundry, Inc., 1105 Constitution Drive, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Medical Marijuana Infused-Products Manufacturer license at this location.

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

Date of Application: June 2, 2015.

Officers: Mark Grindeland, 1200 Cherokee St., Unit 108, Denver, CO 80204
Elizabeth Cooke, P O Box 1421, Arvada, CO 80001

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

Dated this 4th day of June, 2015.

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

PUBLISHED: June 8, 2015 58291

Lauri A. Duran

Subscribed and sworn to before me this 8 day of June, A. D., 2015.

Allyson L. Sheumaker

My commission expires on August 26, 2015

ALLYSON L SHEUMAKER
NOTARY PUBLIC, STATE OF COLORADO
My Comm. Expires August 26, 2015

PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS} SS

Lauri A. Duran, of lawful age, being first duly sworn upon oath, deposes and says that she is the authorized agent of The Chronicle-News, daily newspaper of general circulation which is published and circulated in the City of Trinidad, Las Animas County, Colorado, that said newspaper is a newspaper of general circulation complying with all of the requirements of Articles I to VII, Chapter 130, 1935, Colorado Statutes Annotated, and all other laws of said State, and that said legal / notice has been so published for the period of time prescribed in said newspaper proper and not a supplement.

The attached Notice was published in said newspaper in its issue(s) dated

58290 June 8, 2015

NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, The Grow Foundry, Inc., 1105 Constitution Drive, 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, July 7, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: June 2, 2015.

Officers: Kenneth Waller, 11333 W. Saratoga Place, Littleton, CO 80127
Karen Waller, 11333 W. Saratoga Place, Littleton, CO 80127

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

Dated this 4th day of June, 2015.

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

PUBLISHED: June 8, 2015 58290

Lauri A. Duran

Subscribed and sworn to before me this 8 day of June, A. D., 2015.

Allyson L. Sheumaker

Allyson L. Sheumaker

My commission expires on August 26, 2015

ALLYSON L SHEUMAKER
NOTARY PUBLIC, STATE OF COLORADO

My Comm. Expires August 26, 2015

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, The Grow Foundry, Inc., 1105 Constitution Drive, Trinidad, Colorado, which business has applied for a new Retail Marijuana Product 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 24th day of June, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 24th day of June, 2015.

(S E A L)

CITY OF TRINIDAD, COLORADO

Audra Garrett

Audra Garrett, City Clerk

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, The Grow Foundry, Inc., 1105 Constitution Drive, Trinidad, Colorado, which business has applied for a new Medical Marijuana Infused-Product Manufacturer Facility license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 24th day of June, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 24th day of June, 2015.

(S E A L)

CITY OF TRINIDAD, COLORADO

Audra Garrett

Audra Garrett, City Clerk

06/03/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: The Grow Foundry, Inc.

dba: CODA Signature

Address: 1105 Constitution Drive

Type of License: Retail Product Manufacturing, Medical Infused-Products Manufacturer

_____ Renewal _____Transfer _____ Change of Location ___X___ New _____ Special Event

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

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection needed after construction

6-4-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 18, 2015

06/03/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: The Grow Foundry, Inc.

dba: CODA Signature

Address: 1105 Constitution Drive

Type of License: Retail Product Manufacturing, Medical Infused-Products Manufacturer

_____ Renewal _____Transfer _____ Change of Location ___X___ New _____ Special Event

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

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection needed after construction

6-4-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 18, 2015

06/03/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: The Grow Foundry, Inc.

dba: CODA Signature

Address: 1105 Constitution Drive

Type of License: Retail Product Manufacturing, Medical Infused-Products Manufacturer

_____ Renewal _____Transfer _____ Change of Location __X__ New _____ Special Event

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

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: review needed of floor plan
inspection needed after construction needed

6-4-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 18, 2015

3d

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

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

SUBJECT: PUBLIC HEARING

New Medical Marijuana Infused-Products Manufacturer license application filed by The Grow Foundry, Inc. d/b/a CODA Signature at 1105 Constitution Drive

RECOMMENDED CITY COUNCIL ACTION: Conduct the public hearing. City Council may take up to 30 days thereafter to render a decision on the applications.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing.

PLEASE SEE THE PREVIOUS ITEM FOR THE RECORD FOR THIS ITEM.

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

3d

5a

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Trinidad Beer, Liquor & Wine Depot, LLC representative

DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: Retail liquor store license renewal request by Trinidad Beer, Liquor & Wine Depot, LLC d/b/a Trinidad Beer, Liquor & Wine Depot at 111 E. Kansas Avenue

RECOMMENDED CITY COUNCIL ACTION: Consider renewal of the license

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The renewal application is in order.
- The Fire Department reports compliance.
- The Fire Chief on behalf of the Building Department reports compliance.
- The Police Department reported no calls for service.
- Disclosure statements from Councilmembers Miles and Torres are attached.
- Appropriate fees have been paid.

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

5a

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	$227.50
Storage Permit $100 x ____	100.00
Optional Premise $100 x ____	
Related Resort $75 x ____	
Amount Due/Paid	227.50

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.

TRINIDAD BEER LIQUOR & WINE DEPOT
111 E KANSAS AVE
TRINIDAD CO 81082

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name		DBA		
TRINIDAD BEER LIQUOR & WINE DEPOT LLC		TRINIDAD BEER LIQUOR & WINE DEPOT		
Liquor License #	License Type	Sales Tax License #	Expiration Date	Due Date
4701573	Liquor Store (city)	27836402	8/29/2015	7/15/2015
Street Address				Phone Number
111 E KANSAS AVE TRINIDAD CO 81082				(719) 422 8099
Mailing Address				
111 E KANSAS AVE TRINIDAD CO 81082				

Operating Manager	Date of Birth	Home Address	Phone Number
Ken Gegelman	[redacted]	[redacted] Trinidad, Co 81082	[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_____
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	Title
Kenneth R. Gegelman	MANAGER
Signature	**Date**
Kenneth R Gegelman	5-26-15

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		Date
Trinidad		
Signature	**Title**	**Attest**
	Mayor	

6/1/15

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

Applicant: Trinidad Beer, Liquor & Wine Depot, LLC

dba: Trinidad Beer, Liquor & Wine Depot

Address: 111 E. Kansas Avenue

Type of License: Retail Liquor Store

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspected ok

6/4/15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

6/1/15

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

Applicant: Trinidad Beer, Liquor & Wine Depot, LLC

dba: Trinidad Beer, Liquor & Wine Depot

Address: 111 E. Kansas Avenue

Type of License: Retail Liquor Store

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspected ok

6/4/15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

6/1/2015

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

Applicant's Name: Trinidad Beer, Liquor and Wine Depot, LLC

DBA: Trinidad Beer, Liquor and Wine Depot

Business Address: 111 E. Kansas

Type of License: Retail Liquor Store

X Renewal ____ Transfer ____ Change of Location ____ New ____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: June 16, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No records found

6-4-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

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

Michelle Miles

12/4/17

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

Liz Torres

4.8.14

Date

6a

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Robinson Liquor, LLC representative

DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: Retail liquor store license renewal request by Robinson Liquor, LLC d/b/a Arizona Liquor Store at 847 Arizona Avenue

RECOMMENDED CITY COUNCIL ACTION: Consider renewal of the license

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The renewal application is in order. An explanation of the tardy filing was provided.
- The Fire Department reports minor violations.
- The Fire Chief on behalf of the Building Department reports minor violations.
- The Police Department reported one call for service.
- Disclosure statements from Councilmembers Miles and Torres are attached.
- Appropriate fees have been paid.

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

6a

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

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 ROBINSON LIQUOR LLC		DBA ARIZONA LIQUOR STORE		
Liquor License # 42936390000	License Type LIQUOR STORE	Sales Tax License # 04293639000	Expiration Date 6/21/2015	Due Date
Street Address 847 ARIZONA AVE TRINIDAD. COLORADO				Phone Number 719-846-8494
Mailing Address 847 ARIZONA AVE. TRINIDAD. COLORADO				
Operating Manager GREGORY ROBINSON	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_____
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 GREGORY R. ROBINSON	Title OWNER
Signature Gregory R. Robinson	Date 6/15/15

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

Audra Garrett

From: Jessica Robinson [maes_jessica@hotmail.com]
Sent: Wednesday, June 17, 2015 5:51 PM
To: Audra Garrett City Of Tr

To whom it may concern. I never received my liquor license renewal. I am sorry it is late. I am recovering from surgery and have be traveling a lot going back out of town. I have sent in my application 6/15/15 and paid the fees. Thank you for understanding my situation.

Gregory Robinson

Sent from my iPhone=

6/19/15

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

Applicant: Robinson Liquor, LLC

dba: Arizona Liquor Store

Address: 847 Arizona Avenue

Type of License: Liquor Store

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 7, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection on file - minor violations

6-22-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 25, 2015

6/19/15

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

Applicant: Robinson Liquor, LLC

dba: Arizona Liquor Store

Address: 847 Arizona Avenue

Type of License: Liquor Store

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 7, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: minor Violations

6-22-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 25, 2015

6/19/2015

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

Applicant's Name: Robinson Liquor, LLC

DBA: Arizona Liquor Store

Business Address: 847 Arizona Ave

Type of License: Liquor Store

X Renewal ____ Transfer ____ Change of Location ____ New ____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 7, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

Date	Sequence Number	Call Type	Case number
9/6/2014	14016835	Theft	14-01719

A male party entered the store and stole a 20 pack of beer. Party not identified, no arrest made.

6-24-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 25, 2015

Detailed Report - Call #14016835

Call Detail

Call Date	Address	Apt	Zip	Mile Post
09/06/2014 23:41:50	847 ARIZONA AVE		81082	

City, State (County)	SubGrid - Grid (District)	Dispo of Call
TRINIDAD, CO		REPORT DUE

Call Type	Priority	How Reported	CallTaker
THEFTS	1	PHONE	KZUNIGA

DETOX FULL	ILLEGAL THC GROW
false	false

Involved Information

Last Name	First Name	Middle	Phone	Address	Apt	City	ST	DOB	Inv Type
			(719) 846-8494						

Vehicle(s) Information

Lic Plate	St	VIN	Make	Model	Style	Year	Color	Owner	DL#
[redacted]	CO	[redacted]			PC	[redacted]	[redacted]	[redacted]	

Case Numbers

1401719 ARLINT, RON (TRINIDAD POLICE DEPARTMENT)

Units Dispatched to Call (= Primary Unit)

Unit	Activity	Started	Ended	Time	Location
108		**09/06/2014 23:49:31**	**09/06/2014 23:58:22**	**8.85**	
	DISPATCHED	09/06/2014 23:49:31	09/06/2014 23:49:32	0.02	
	ENROUTE	09/06/2014 23:49:32	09/06/2014 23:49:33	0.02	
	ARRIVED	09/06/2014 23:49:33	09/06/2014 23:58:22	8.82	
	CLEARED	09/06/2014 23:58:22	09/06/2014 23:58:22	0.00	
C40		**09/06/2014 23:57:36**	**09/07/2014 00:16:20**	**18.73**	
	DISPATCHED	09/06/2014 23:57:36	09/06/2014 23:57:38	0.03	
	ENROUTE	09/06/2014 23:57:38	09/07/2014 00:02:14	4.60	
	ARRIVED	09/07/2014 00:02:14	09/07/2014 00:16:20	14.10	
	CLEARED	09/07/2014 00:16:20	09/07/2014 00:16:20	0.00	
K1		**09/06/2014 23:43:56**	**09/07/2014 00:21:54**	**37.97**	
	DISPATCHED	09/06/2014 23:43:56	09/06/2014 23:44:01	0.08	
	ENROUTE	09/06/2014 23:44:01	09/06/2014 23:45:03	1.03	
	ARRIVED	09/06/2014 23:45:03	09/07/2014 00:21:54	36.85	
	CLEARED	09/07/2014 00:21:54	09/07/2014 00:21:54	0.00	

Call Notes

09/06/2014 23:41:58 (KZUNIGA)

RP STATED THAT SOMEONE JUST WENT IN AND STOLE A 20 PACK OF BEER, THEY DONT KNOW WHO IT WAS BUT THEY HAVE HIM ON CAMERA

Detailed Report - Call #14016835

Call Notes (continued)

09/07/2014 00:10:05 (CGUTIERREZ)
C40 CLR FROM HERE WILL BE LOOKING IA

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

6b

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Representative of the applicant
DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: Expansion of retail marijuana cultivation square footage application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street

RECOMMENDED CITY COUNCIL ACTION: Consider approval of the expansion

SUMMARY STATEMENT: Expansion of previously approved square footage

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order.
- There is no change to the premises that merits a modification of premises application filing.
- Appropriate fee has been paid.

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

6b

CITY OF TRINIDAD

City Clerk's Office
135 N Animas St
P.O. Box 880
Trinidad, Colorado 81082
719-846-9843

RETAIL MARIJUANA LICENSE APPLICATION

☐ New License Application Fee $2,500.00 ☐ License Fee/Renewal Fee $2,500.00
☐ Transfer of Ownership Application Fee $1,500.00 ☐ Change of Location $1,500.00
☐ $1.00 per square foot cultivation fee _____ Square feet = $_____
☒ Expansion of cultivation area @ $1.00 per square foot charge for that additional area $ $5000.00
Expand 5000 square feet

LICENSE TYPE

☐ Marijuana Store ☐ Marijuana Product Manufacturing Facility
☐ Marijuana Cultivation Facility ☐ Marijuana Testing Facility

TYPE OF BUSINESS

☒ Corporation ☐ Partnership ☐ Individual*
☐ Limited Liability Corporation ☐ Other

*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID

Applicant (Corporation/LLC) Dessimals, Inc.
Applicant (Sole Proprietor) Kenneth S. Waller
First Name Middle Initial Last Name

Trade Name of Establishment (DBA) Lucky Monkey Buds
Address of Premise 137 W. Cedar St, Trinidad, CO 81082
Mailing Address 11333 W. Saratoga Pl, Littleton, CO 80127
Telephone (303) 972-0483 Email Address kwaller1459@comcast.net
Contact Person/Manager Kenneth Waller Title President
Telephone (303) 972-0483 Email Address kwaller1459@comcast.net

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Does the Applicant have legal possession of the premise for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

☐ Ownership ☒ Lease ☐ Other (explain in detail)

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:**

Landlord	Tenant	Expires
Purgatoire River LLC	Dessimals, Inc.	6/30/2016

***If premises are leased, attach notarized consent by the owner of the property to the licensing of the premises for a retail marijuana facility.*

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION

✓ Individual History Records attached and 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.

1. Fingerprinting by the Trinidad Police Department for:
   - 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 with the appropriate fee payable to Colorado Bureau of Investigation (currently $39.50, March, 2014)

2. Lease or Deed – Evidence of Possession

3. Conditional Use Permit approval

4. Copy of alarm system contract

5. Copy of state sales tax license

6. Certificate of Good Standing

✓ 7. Affidavit of Lawful Presence (Sole Proprietors only)

8. Diagram of Premises:
   - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.

   A one-time fee of $1.00 per square foot of that portion of the licensed premises in which plants are located for cultivation purposes, including greenhouses, shall be due to the City. Any expansion of the licensed premises in which plants are located for cultivation purposes shall result in an additional $1.00 per square foot charge for that additional area.

9. Copy of State Application with attachments

LIST OF OWNERS, OFFICERS, MANAGERS, EMPLOYEES & OTHERS WITH DIRECT OR INDIRECT FINANCIAL INTEREST

1. Name: KENNETH WALLER Title: President
   Address: 11333 W. Saratoga Pl. Littleton, Co 80127
   Financial Interest: Yes 50%

2. Name: Karen Waller Title: Secretary
   Address: 11333 W. Saratoga Pl Littleton, Co 80127
   Financial Interest: Yes 50%

3. Name: _____ Title: _____
   Address: _____
   Financial Interest: _____

4. Name: _____ Title: _____
   Address: _____
   Financial Interest: _____

5. Name: _____ Title: _____
   Address: _____
   Financial Interest: _____

6. Name: _____ Title: _____
   Address: _____
   Financial Interest: _____

7. Name: _____ Title: _____
   Address: _____
   Financial Interest: _____

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana business; and that the application and documents submitted for other approvals relating to the retail marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

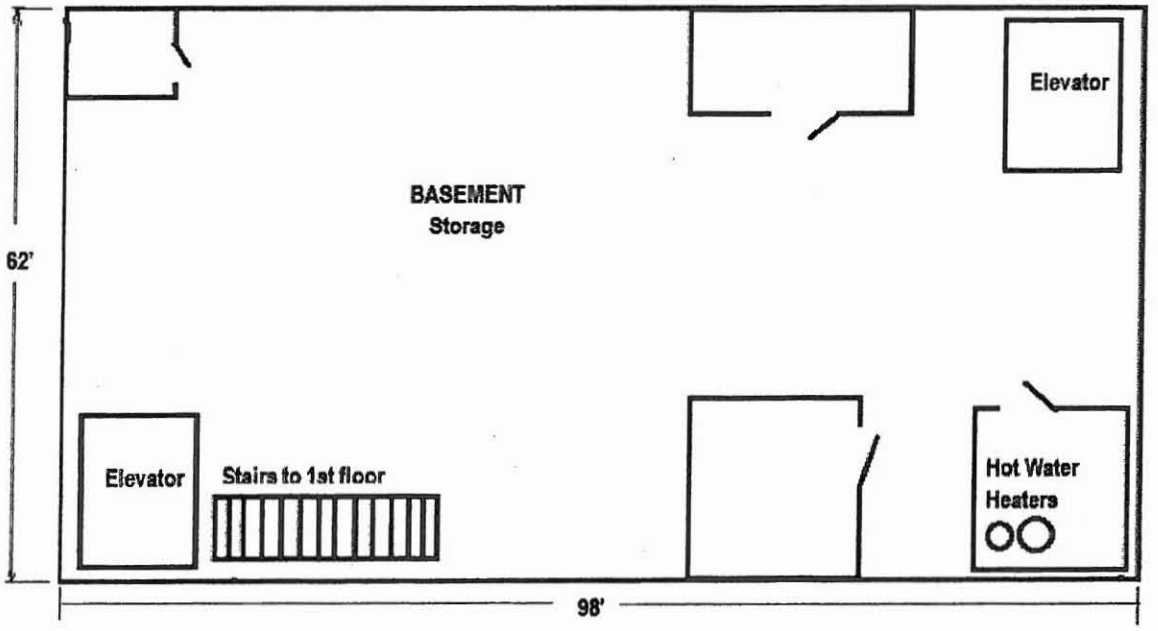
By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

By accepting a license issued pursuant to this ordinance a licensee, jointly and severally if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the retail marijuana business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.

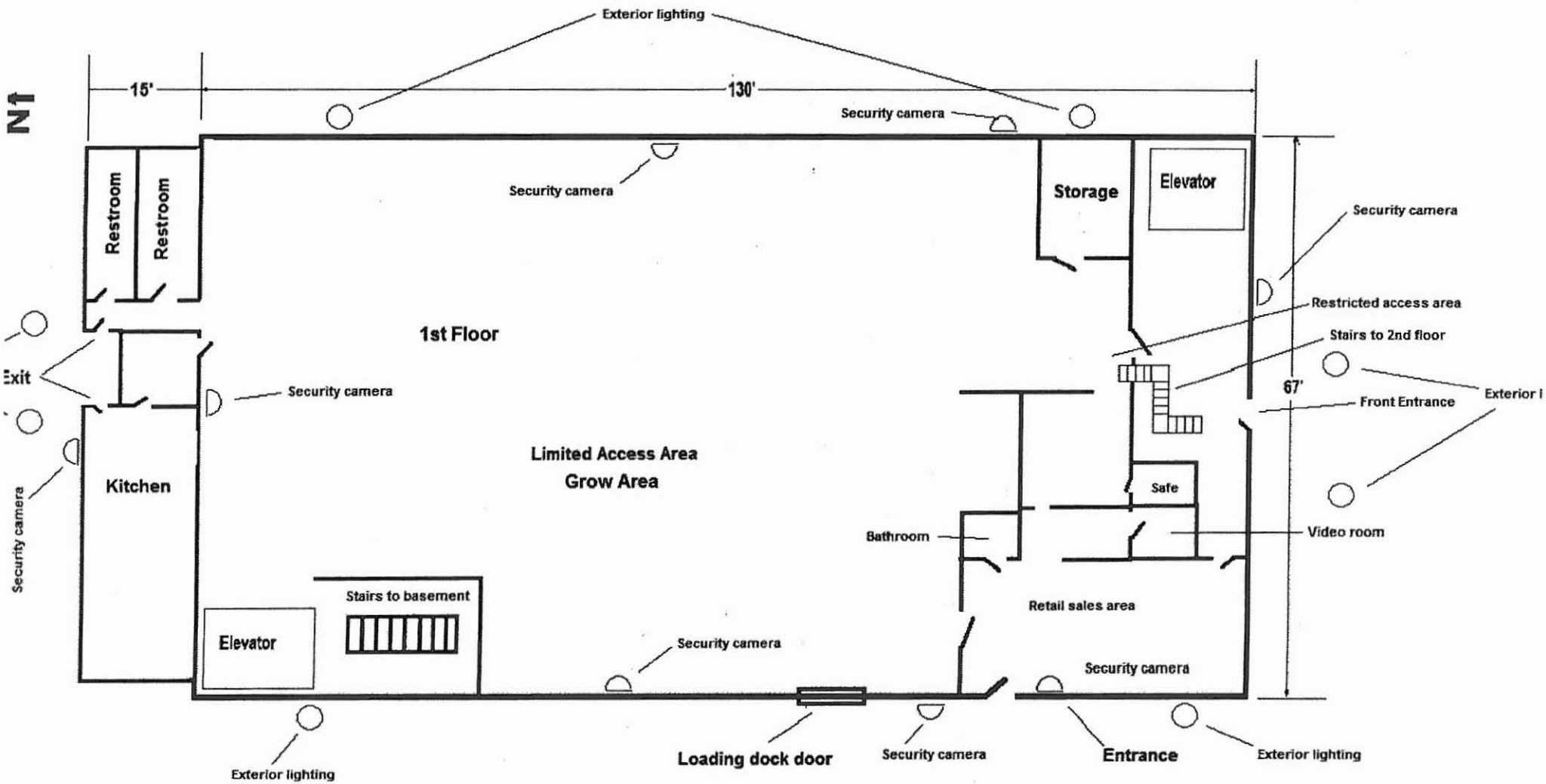
Signed: Kent Walker Title: President
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: Kenneth Walker Date: 3/5/15

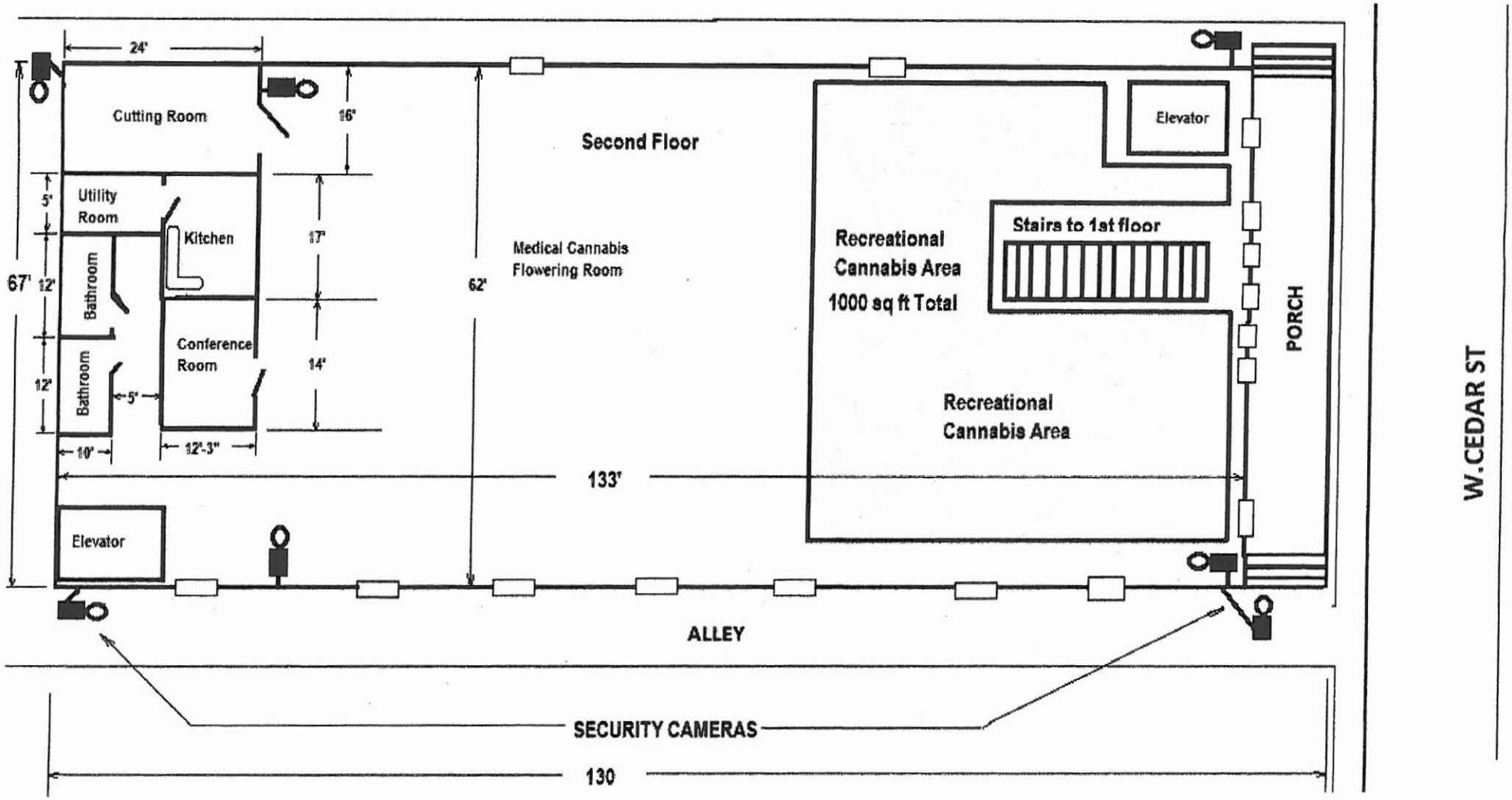


137 W. Cedar St

Scale 1" = 15'



137 W. Cedar St
Scale 1"= 15'



Scale 1"= 15'

137 W. CEDAR ST

bc

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Representative of the applicant
DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: Special event permit application filed by Trinidad Community Foundation for 206 N. Animas Street on September 12, 2015 (Artocade)

RECOMMENDED CITY COUNCIL ACTION: Consider approval of the permit as requested

SUMMARY STATEMENT: N/A

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 indicated his approval of the facility and safety plan.
- The Inspection Department reported no concerns about the facility.
- The Police Chief's approval of the security plan is provided.
- Disclosure statements are provided by Councilmembers Miles and Torres.
- Appropriate fees have been paid.

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

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- ☐ SOCIAL
- ☐ FRATERNAL
- ☐ PATRIOTIC
- ☐ POLITICAL
- ☐ ATHLETIC
- ☐ CHARTERED BRANCH, LODGE OR CHAPTER
- ☐ OF A NATIONAL ORGANIZATION OR SOCIETY
- ☐ RELIGIOUS INSTITUTION
- ☑ PHILANTHROPIC INSTITUTION
- ☐ POLITICAL CANDIDATE
- ☐ MUNICIPALITY OWNING ARTS FACILITIES

LIAB **TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**

2110 ☑ MALT, VINOUS AND SPIRITUOUS LIQUOR $25.00 PER DAY

2170 ☐ FERMENTED MALT BEVERAGE (3.2 Beer) $10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Trinidad Community Foundation
State Sales Tax Number (Required): 20-5077446

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): 134 W. Main St. Trinidad, CO 81082

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): Sebastiani Gym 206 N. Animas St. Trinidad, CO 81082

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: Phil Rico, President	[redacted]	[redacted]	[redacted]
5. EVENT MANAGER: Susan Palmer	[redacted]	[redacted] Trinidad, CO 81082	[redacted]

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
☑ NO ☐ YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
☑ NO ☐ YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? ☑ Yes ☐ No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
9-12-15				
Hours From 6:00p.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 12:00a.m.	To .m.	To .m.	To .m.	To .m.

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: Phil Rico | TITLE: President | DATE: 6-17-15

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR 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 provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY): Trinidad ☒ CITY ☐ COUNTY
TELEPHONE NUMBER OF CITY/COUNTY CLERK: (719) 846-9843

SIGNATURE | TITLE: Mayor | DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$

(Instructions on Reverse Size)

COPY

TRINIDAD AREA CATHOLIC COMMUNITY (TACC)
235 N CONVENT ST.
TRINIDAD, CO 81082

SEBASTIANI GYM RENTAL AGREEMENT

RENTER: **Artocade (Rodney Wood)**
DATE OF EVENT: ***September 12, 2015***
RENT AMOUNT: **$850.00**
DAMAGE DEPOSIT: **$1000.00** pd 6-11-15 ck #1199

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1. Lease: This lease is between Trinidad Area Catholic Community (TACC) and Artocade (Rodney Wood) (RENTER). The RENTER agrees to abide by the agreed upon guidelines.

2. Use: The Sebastiani Gym located at 206 N Animas St., Trinidad, Co 81082 will be used solely by the RENTER for the purpose Gala event for art car festival.

3. Term: The term of agreement shall start 5 ***day*** prior to the date of event as indicated above and shall include the date of event and ***1 day*** after the event for cleanup.

4. Rent: RENTER agrees to pay the rent as specified above upon signing of this agreement.

5. Damage Deposit: RENTER shall pay a damage deposit in the above amount to be held by TACC. Upon termination of the agreement and following the date of the event, TACC shall return to the RENTER the damage deposit provided the RENTER has fulfilled all the terms and conditions of this agreement. The RENTER and the Business Manager will do a walkthrough after said event. If damage exceeds the amount of the deposit, the RENTER is liable for the difference. The gym is to be cleaned to the specifications of the Business Manager.

6. Use & Repair: RENTER shall use the property in a careful and safe manner; shall allow only qualified persons to enter and use the property; shall comply with all applicable laws and regulations, and shall maintain the property in good condition. All tables will be covered with a plastic covering. No staples are to be used on the tables. All tables and chairs will have rubber tips. Any and all fixtures brought in by RENTER for use on the gym floor shall have a protective covering between the fixture and the floor. The Business Manager shall hold RENTER responsible for gym property and premises until inspection and release.

7. Surrender: Upon termination of this agreement, RENTER, at RENTER's expense, shall return the property in same condition, ordinary wear and tear expected.

8. Loss or Damage: RENTER shall bear the entire risk of loss, theft, damage or other destruction to the property and any of its equipment. If any item of property in the gym is lost, stolen or destroyed, RENTER shall pay to TACC or replace such equipment with like equipment in good repair or new equipment.

9. Indemnity: Neither TACC nor any of TACC's employees, agents, or guests shall be liable to the RENTER for an injury or damage to any person or property in or about the gym by or from any cause. RENTER waives any such claims against TACC. RENTER shall indemnify TACC against and hold TACC harmless from all claims, actions, proceedings,

expenses, and liabilities arising from RENTER's use or lease of the gym. TACC is not liable for lost or stolen articles or damage or theft of vehicles.
In the event that the terms of this agreement are unable to be fulfilled through no fault of either party, this agreement shall be declared null and void and both parties shall indemnify each other against any loss. Any and all deposits will be returned to its rightful owner.

10. Assignment: The RENTER shall neither assign or otherwise transfer this agreement or any of the RENTER's interests in the agreement, nor sublease the property or any part of the property without the prior written consent of TACC. Any assignment, transfer or sublease made without the prior written approval TACC, shall be void and shall terminate this agreement.

11. Insurance: Proof of insurance must be on filed with the TACC at least thirty (30) prior to the date of event. If alcohol is served, it must be noted on the Certificate of Insurance. TACC and the Diocese of Pueblo are to be added as additional insured on the certificate for this event.

12. Rules & Conditions: RENTER agrees to observe and comply with all of TACC rules and conditions.

13. Attorney's Fees: The prevailing party shall pay all costs, including reasonable attorney fees and interest rate of 10% from any actions brought concerning the provisions of this agreement.

14. Miscellaneous: This agreement shall be binding and inure to the benefit of the successors and approved assignees of TACC and the RENTER.
This lease shall be governed by and interpreted in accordance with the laws of the State of Colorado.
This lease shall not be amended except by a written instrument signed by both parties.

This agreement is signed on the date of: 6-11-15

TRINIDAD AREA CATHOLIC COMMUNITY

Name: [illegible]

Title: Business Manager

RENTER

Organization: ARTOCADE

Name: Rodney Wood Rodney Wood

Title: DIRECTOR/ORGANIZER

Address: 214 - E. MAIN ST

City, State, Zip: TRINIDAD, CO 81082

ArtoCade 2015

September 11, 12, 13

Trinidad Colorado's Signature Event

June 15, 2015

Board of Directors
Trinidad Community Foundation
134 W. Main Street
Trinidad, CO 81082

COPY

RE: Liquor License Sponsorship

Dear Board:

Please accept this letter as ArtoCade's request for the Trinidad Community Foundation to, once again, act as Liquor License sponsor the upcoming CARdango event which follows the parade on Saturday, Sept. 12, 2015.

Again, CARdango will be held at Sebastiani Gym from 7:00 p.m. to midnight. It will include a band, a variety of stage performance, and dancing. Snack food (which we are requesting be donated by local restaurants), a variety of soft drinks, and a number of alcoholic beverages including a limited number of mixed drinks and beer, will be provided for sale to participants. Security personnel (Guardian Angels, LLC of LaJunta) have been hired to check age identification, and wrist bands will be affixed at the door to those old enough to purchase alcohol. TIPs certified personnel under the direction of Howard Lackey will be Lynell Maza and Leo Bonfidini. Laura DeBella has been requested to be the TCF supervisor for the event.

The Foundation will need to do nothing more than provide it's non-profit status to the temporary license application; as before, ArtoCade will reimburse the $50 application fees. As the licensing process takes about six weeks, I would ask that the Board approve our request at its monthly meeting June 17, so the application can go before City Council at its next regular voting meeting July 7.

Thank you for the Board's consideration.

Sincerely yours,

SPalmer

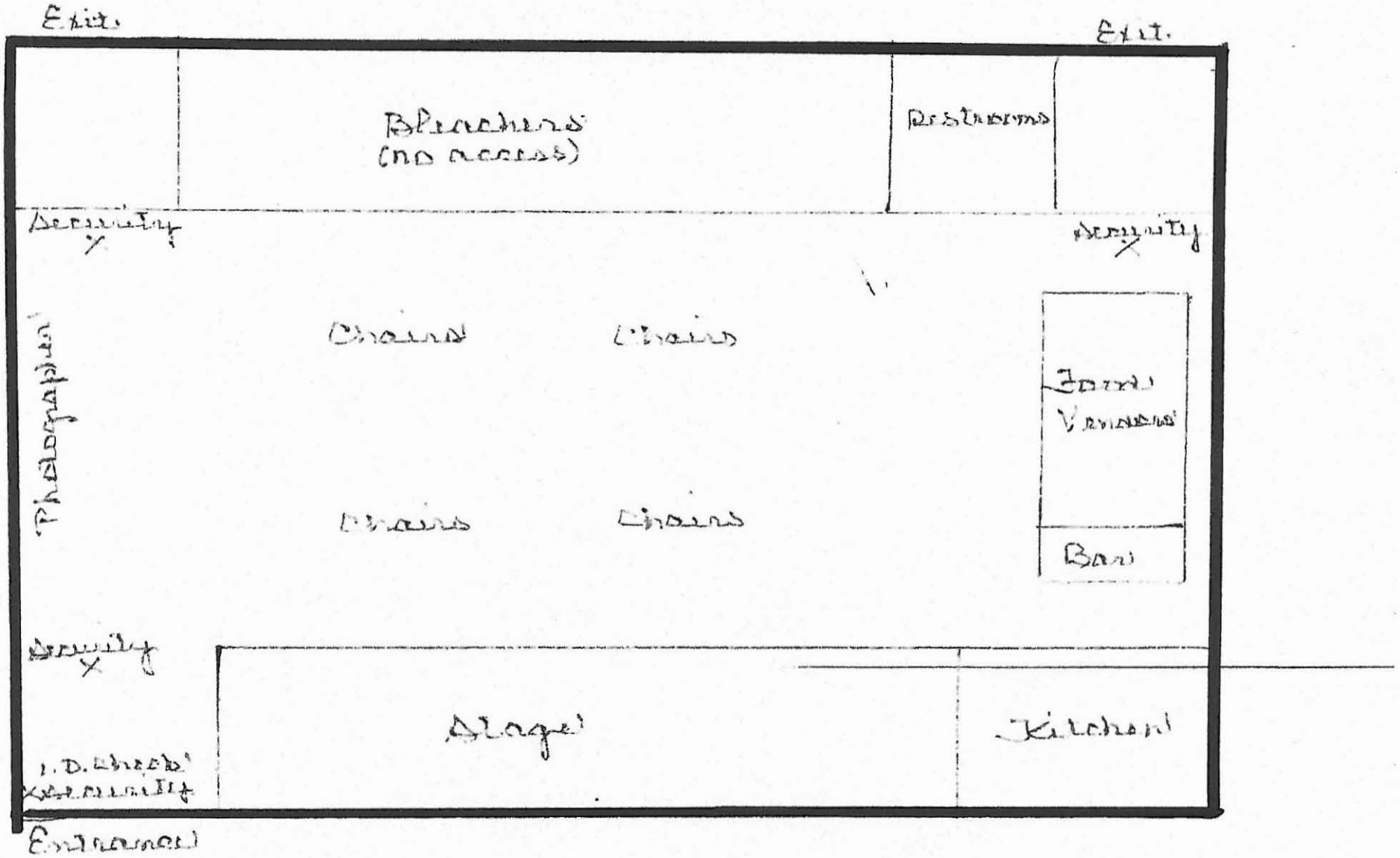
Susan Palmer
Volunteer CARdango Organizer

Attachments:
Application for Special Events Permit (needs President's signature)

cc: Charles Glorioso, Chief of Police/City of Trinidad Police Dept.

Sebastiane Gym
CAR:DANGO
Sept. 12, 2015

Est. [illegible]
300-500



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,

Trinidad Community Foundation

is a **Nonprofit Corporation** formed or registered on 06/06/2006 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 20061230461.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/18/2015 that have been posted, and by documents delivered to this office electronically through 06/19/2015 @ 14:22:05.

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 06/19/2015 @ 14:22:05 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9223723.

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."

CERT_GS_D Revised 08/20/2008

6/22/15

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

Applicant: Trinidad Community Foundation

dba: Artocade – September 12, 2015

Address: 206 N. Animas Street

Type of License: Malt, Vinous and Spirituous

_____ Renewal ____Transfer _____ Change of Location _____ New __X__ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 7, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: _____

_____

_____

_____

_____

_____

_____

_____

6/23/15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 30, 2015

ArtoCade 2015

September 11, 12, 13

Trinidad Colorado's Signature Event

FIRE SAFETY PLAN
Event: ArtoCade's CARdango Gala

Date of Operation: Sept. 12, 2015 Pre-operation briefing: 6:00 pm
Operational Period: 6:45 PM-midnight Operations Supervisor: Susan Palmer

LOCATION: Sebastiani Gym, 206 N. Animas Street, Trinidad, CO 81082

GROUND RULES: (1) No smoking in building or on grounds; (2) Alcoholic beverages in moderation; (3) No underage drinking; (4) Adhere to capacity requirement of 1,500.

SAFETY OBJECTIVES: (1) To provide safety for participants attending ArtoCade's gala after the art car parade, a/k/a CARdango; (2) To maintain public safety during the evening event; (3) To provide safety in the operational area to include the bar.

NOTE: Ingress/egress is located at the front of the building (on Animas Street) with Emergency exits clearly marked adjacent to each side of the bleachers exiting to the back of the building onto the parking lot. All ingress/egress locations will have uniformed security personnel stationed to monitor appropriate movement of participants and to ensure no alcoholic beverages leave the building.

SCHEMATIC: A schematic is attached to show the operational area(s).

EMERGENCIES: Emergency exits shall remain clear. In case of fire/emergency, security staff will contact 911 dispatch.

FIRE EXTINGUISHER(s): Available in kitchen area.

apalmer — 6-15-15
Susan Palmer, CARdango Organizer — Date

Fire Department Representative — 6/15/15
Date

6/22/15

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

Applicant: Trinidad Community Foundation

dba: Artocade – September 12, 2015

Address: 206 N. Animas Street

Type of License: Malt, Vinous and Spirituous

_____ Renewal ____Transfer _____ Change of Location _____ New __X__ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 7, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Approved when Fire Chief has approved his plan

6-24-2015
Date

Chris S. Kelly
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 30, 2015

6/22/2015

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

Applicant's Name: Trinidad Community Foundation

DBA: Artocade - September 12, 2015

Business Address: 206 N. Animas

Type of License: Malt, Vinous and Spirituous

____ Renewal ____ Transfer ____ Change of Location ____ New _X_ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 1, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

Follow approved security plan. In addition, no one showing signs of intoxication may serve alcohol and servers must not consume alcohol.

7-1-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 30, 2015

OPERATIONS PLAN
ArtoCade's CARdango Gala

Date of Operation: September 12, 2015 **Pre-Operation Briefing:** 6:45
Operational Period's: 6:45-midnight **Operations Supervisor:** Susan Palmer

Location of Operation: Sebastiani Gym, 206 N. Animas Street, Trinidad, CO. Access to the gym will be via the front door only where tickets to the event will be purchased.

Operation Objectives: Provide security for the CARdango event. Maintain public peace and order during this event. Provide security in the operational area to include event BAR. It should be noted that ingress/egress is located at the front entrance to the building (facing Animas). Emergency egress is located to the rear of the gym and clearly marked "EXIT." The kitchen ingress/egress door will be used by staff only.

Radio Contact: Security personnel carry cell phones which will have the Trinidad Police Department's Communications Center number programmed into the speed dial feature.

Event Staffing (Security): Guardian Angel Security, LLC has been contracted to provide three (3) uniformed personnel, one at each ingress/egress door (except kitchen). All IDs will be checked at the Animas door and wristbands attached to those over 21.

Bar Staff: Will be TIPS certified, will wear attire designating them as bar staff, will served alcohol only to those wearing wristbands; and not serve intoxicated persons (per CRS and Municipal Code). NO ID = NO BAND = NO ALCOHOL.

Accounting System: A cashier at the bar will handle all incoming/outgoing monies, including a "TIP" jar, which will not be left where it can be accessed by unauthorized persons; it will be emptied and monies accounted for during cash drops as needed

Outside alcohol: No person will be allowed to bring alcoholic beverages into the gym or take alcoholic beverages out of the gym.

Incidents: Any incident requiring a call to TPD will be reported immediately to Susan Palmer, Event Organizer.

SPalmer Date: 6-30-15
Prepared by Susan Palmer, Event Organizer

Charles J. Gallardo Date: 7-1-15
Approved/Trinidad Police Department

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, and the ordinances of the City of Trinidad, Trinidad Community Foundation, 134 W. Main Street, Trinidad, Colorado, which business has applied for a Special Events Permit, to sell and dispense Malt, Vinous and Spirituous Liquors at 206 N. Animas Street, Trinidad, Colorado, on September 12, 2015, was duly posted for no less than ten continuous days, with the first day of posting occurring on the 23rd day June, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 23rd day of June, 2015.

CITY OF TRINIDAD, COLORADO

(S E A L)

Audra Garrett

Audra Garrett, City Clerk

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

bd

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Representative – El Capulin, Inc.
DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: Hotel and restaurant liquor license renewal request by El Capulin, Inc. d/b/a Tequila's Family Mexican Restaurant at 9900 Santa Fe Trail Drive

RECOMMENDED CITY COUNCIL ACTION: Approval of the renewal

SUMMARY STATEMENT: This is the annual renewal application submitted by the licensee. Due to the recent annexation of this property, the local licensing authority is now the Trinidad City Council as opposed to the Las Animas County Commissioners.

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 an inspection is on file.
- 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

bd

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

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.

TEQUILA'S FAMILY MEXICAN RESTAURANT
9900 SANTA FE TRAIL
TRINIDAD CO 81082-9717

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name		DBA		
EL CAPULIN INC		TEQUILA'S FAMILY MEXICAN RESTAURANT		
Liquor License #	License Type	Sales Tax License #	Expiration Date	Due Date
41459630000	Hotel & Restaurant (city)	41459630000	8/26/2015	7/12/2015
Street Address				Phone Number
9900 SANTA FE TRAIL TRINIDAD CO 81082-9717				719-846-3514
Mailing Address				
9900 SANTA FE TRAIL TRINIDAD CO 81082-9717				
Operating Manager	Date of Birth	Home Address		Phone Number
Jose MaNUEL Garcia	[redacted]	[redacted], Trinidad, CO 81082		[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_____
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	Title
Jose Manuel Garcia	President
Signature: Jose Manuel Garcia	Date: 6/23/2015

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		Date
Trinidad		
Signature	Title	Attest
	Mayor	

6/23/15

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

Applicant: El Capulin, Inc.

dba: Tequila's Mexican Restaurant

Address: 9900 Santa Fe Trail Drive

Type of License: Hotel and restaurant

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 7, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection on file

6-24-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 30, 2015

6/23/15

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
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__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 7, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: approved

6-29-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 30, 2015

6/23/2015

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

Applicant's Name: El Capulin, Inc.

DBA: Tequila's Mexican Restaurant

Business Address: 9900 Santa Fe Trail Drive

Type of License: Hotel & Restaurant

_X_ Renewal ____ Transfer ____ Change of Location ____ New ____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 7, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No records found

06-29-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 30, 2015

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Wednesday, June 24, 2015 8:30 AM
To: Audra Garrett
Subject: Re: liquor

Hi Audra;
El Capulin, Inc. d/b/a/ Tequila's Mexican Restaurant is in compliance with this office.....John Martinez

On Tue, Jun 23, 2015 at 5:34 PM, Audra Garrett <audra.garrett@trinidad.co.gov> wrote:

Hi John

Please confirm compliance with your office for El Capulin, Inc. d/b/a Tequila's Mexican Restaurant at 9900 Santa Fe Trail. Thank You.

Audra Garrett Asst. City Manager

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

audra.garrett@trinidad.co.gov

--
John Martinez Environmental Health
Las Animas/Huerfano Counties District Health Department

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

be

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Representative – Wonderful House
DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: Hotel and restaurant liquor license renewal request by Wonderful House Trinidad, Inc. d/b/a Wonderful House Trinidad at 415 University 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 an acceptable inspection.
- The departmental report from the Building Inspector indicates compliance.
- The Police Department had one call 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

be

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

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.

WONDERFUL HOUSE TRINIDAD
6793 W CANYON AVENUE, 13B
LITTLETON CO 80128-5781

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name		DBA		
WONDERFUL HOUSE TRINIDAD INC		WONDERFUL HOUSE TRINIDAD		
Liquor License #	License Type	Sales Tax License #	Expiration Date	Due Date
42265420000	Hotel & Restaurant (city)	42265420000	9/18/2015	8/4/2015
Street Address				Phone Number
415 UNIVERSITY TRINIDAD CO 81082-2542				(719) 845 1888
Mailing Address				
6793 W CANYON AVENUE, 13B LITTLETON CO 80128-5781				
Operating Manager	Date of Birth	Home Address		Phone Number
Kelly Voong	[redacted]	[redacted] Trinidad Co 81082		[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 9/16/20
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	Title
Kelly Voong	President
Signature	Date
X	X 6-24-15

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		Date
Trinidad		
Signature	Title	Attest
	Mayor	

6/24/15

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

Applicant: Wonderful House Trinidad, Inc.

dba: Wonderful House Trinidad

Address: 415 University Street

Type of License: Hotel and restaurant

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 7, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Inspected OK

6/29/15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 30, 2015

6/24/15

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

Applicant: Wonderful House Trinidad, Inc.

dba: Wonderful House Trinidad

Address: 415 University Street

Type of License: Hotel and restaurant

__X__ Renewal ____Transfer _____ Change of Location _____ New _____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 7, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: approved

6-29-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 30, 2015

6/24/2015

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

Applicant's Name: Wonderful House Trinidad, Inc.

DBA: Wonderful House Restaurant

Business Address: 415 University

Type of License: Hotel and Restaurant

X Renewal ____ Transfer ____ Change of Location ____ New ____ Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 7, 2015

****

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

Date	Sequence Number	Call Type	Case number
2/12/2015	15002627	Fight	15-00278

Two kitchen employees involved in a physical alteration after a verbal disagreement. Both parties stated the incident was an accident and did not want to cooperate with officers or seek prosecution.

6-29-15
Date

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 30, 2015

Call Date	Address	Apt	Zip	Mile Post
02/12/2015 19:18:20	415 UNIVERSITY		81082	

City, State (County)	SubGrid - Grid (District)	Dispo of Call
TRINIDAD, CO		REPORT DUE

Call Type	Priority	How Reported	CallTaker
FIGHTS	1		CGUTIERREZ

DETOX FULL	ILLEGAL THC GROW
false	false

Involved Information

Last Name	First Name	Middle	Phone	Address	Apt	City	ST	DOB	Inv Type
	[redacted]		[redacted]						RPTG PARTY
TO	[redacted]			513 STATE		TRINIDAD	CO	[redacted]	OTHER INV
LAI	[redacted]						MT		Suspect

Case Numbers

1500169 ENGINE, 2902 (TRINIDAD FIRE DEPARTMENT)
1500278 MEDIC, 2 (TRINIDAD AMBULANCE DISTRICT)
1500278 ARLINT, RON (TRINIDAD POLICE DEPARTMENT)

Units Dispatched to Call (= Primary Unit)

Unit	Activity	Started	Ended	Time	Location
106		**02/12/2015 19:19:17**	**02/12/2015 19:45:43**	**26.43**	
	DISPATCHED	02/12/2015 19:19:17	02/12/2015 19:19:19	0.03	
	ENROUTE	02/12/2015 19:19:19	02/12/2015 19:22:22	3.05	
	ARRIVED	02/12/2015 19:22:22	02/12/2015 19:35:22	13.00	
	IN THE AREA	02/12/2015 19:35:22	02/12/2015 19:45:43	10.35	
	CLEARED	02/12/2015 19:45:43	02/12/2015 19:45:43	0.00	
114		**02/12/2015 19:21:13**	**02/12/2015 20:09:09**	**47.93**	
	DISPATCHED	02/12/2015 19:21:13	02/12/2015 19:21:16	0.05	
	ENROUTE	02/12/2015 19:21:16	02/12/2015 19:21:17	0.02	
	ARRIVED	02/12/2015 19:21:17	02/12/2015 19:46:07	24.83	
	ENROUTE	02/12/2015 19:46:07	02/12/2015 19:48:51	2.73	513 STATE
	ARRIVED	02/12/2015 19:48:51	02/12/2015 20:09:09	20.30	513 STATE
	CLEARED	02/12/2015 20:09:09	02/12/2015 20:09:09	0.00	513 STATE
304		**02/12/2015 19:21:14**	**02/12/2015 20:09:09**	**47.92**	
	DISPATCHED	02/12/2015 19:21:14	02/12/2015 19:21:16	0.03	
	ENROUTE	02/12/2015 19:21:16	02/12/2015 19:21:16	0.00	
	ARRIVED	02/12/2015 19:21:16	02/12/2015 19:46:12	24.93	
	ENROUTE	02/12/2015 19:46:12	02/12/2015 19:48:50	2.63	513 STATE
	ARRIVED	02/12/2015 19:48:50	02/12/2015 20:09:09	20.32	513 STATE
	CLEARED	02/12/2015 20:09:09	02/12/2015 20:09:09	0.00	513 STATE
E2902		**02/12/2015 19:19:44**	**02/12/2015 19:30:32**	**10.80**	
	DISPATCHED	02/12/2015 19:19:44	02/12/2015 19:22:24	2.67	

Detailed Report - Call #15002627

Units Dispatched to Call (continued) (= Primary Unit)

Unit	Activity	Started	Ended	Time	Location
E2902		**02/12/2015 19:19:44**	**02/12/2015 19:30:32**	**10.80**	
	ENROUTE	02/12/2015 19:22:24	02/12/2015 19:24:12	1.80	
	ARRIVED	02/12/2015 19:24:12	02/12/2015 19:30:32	6.33	
	CLEARED	02/12/2015 19:30:32	02/12/2015 19:30:32	0.00	
K1		**02/12/2015 19:19:12**	**02/12/2015 20:09:09**	**49.95**	
	DISPATCHED	02/12/2015 19:19:12	02/12/2015 19:19:20	0.13	
	ENROUTE	02/12/2015 19:19:20	02/12/2015 19:24:13	4.88	
	ARRIVED	02/12/2015 19:24:14	02/12/2015 19:35:25	11.18	
	IN THE AREA	02/12/2015 19:35:25	02/12/2015 20:09:09	33.73	
	CLEARED	02/12/2015 20:09:09	02/12/2015 20:09:09	0.00	
MEDIC 2		**02/12/2015 19:19:57**	**02/12/2015 19:35:20**	**15.38**	
	DISPATCHED	02/12/2015 19:19:57	02/12/2015 19:21:20	1.38	
	ENROUTE	02/12/2015 19:21:20	02/12/2015 19:24:13	2.88	
	ARRIVED	02/12/2015 19:24:13	02/12/2015 19:27:16	3.05	
	ENROUTE HOSPITAL	02/12/2015 19:27:16	02/12/2015 19:33:14	5.97	
	ARRIVE HOSPITAL	02/12/2015 19:33:14	02/12/2015 19:35:20	2.10	
	CLEARED	02/12/2015 19:35:20	02/12/2015 19:35:20	0.00	
SD8		**02/12/2015 19:20:38**	**02/12/2015 19:23:28**	**2.83**	
	DISPATCHED	02/12/2015 19:20:38	02/12/2015 19:20:41	0.05	
	ENROUTE	02/12/2015 19:20:41	02/12/2015 19:20:58	0.28	
	ARRIVED	02/12/2015 19:20:58	02/12/2015 19:23:28	2.50	
	CLEARED	02/12/2015 19:23:28	02/12/2015 19:23:28	0.00	

Call Notes

02/12/2015 19:18:22 (CGUTIERREZ)
SOMEONE FIGHTING NO WEAPONS

02/12/2015 19:18:24 (CGUTIERREZ)
INSIDE

02/12/2015 19:20:09 (CGUTIERREZ)
UNIT NOTE[MEDIC 2]:TRIP 278

02/12/2015 19:20:14 (CGUTIERREZ)
UNIT NOTE[E2902]:TRIP 169

02/12/2015 19:20:33 (CGUTIERREZ)
SD8 IA WILL ASSIST

02/12/2015 19:20:44 (CGUTIERREZ)
SD8 23

02/12/2015 19:21:06 (CGUTIERREZ)
M2 ENRT

Detailed Report - Call #15002627

Call Notes (continued)

02/12/2015 19:21:59 (CGUTIERREZ)
AGGRESSOR LEFT M HERE W/FACIAL INJURIES

02/12/2015 19:22:10 (CGUTIERREZ)
E2 ENRT

02/12/2015 19:22:43 (CGUTIERREZ)
304 OK FOR MED

02/12/2015 19:23:04 (CGUTIERREZ)
SD8 10-8

02/12/2015 19:23:48 (CGUTIERREZ)
304 SUSP WEARING WHITE CHEF UNIFORM POSSIBLY HEADED TO 515 STATE

02/12/2015 19:23:53 (CGUTIERREZ)
E2 AND M2 ARRIVAL

02/12/2015 19:26:06 (CGUTIERREZ)
106 CLR FROM SCENE WILL BE MOBILI BOLOING

02/12/2015 19:27:13 (CGUTIERREZ)
E2 CLR

02/12/2015 19:27:15 (CGUTIERREZ)
M2 EH

02/12/2015 19:28:44 (CGUTIERREZ)
PER 106 SAW M MATCHGING DESCRIPTION IA BUT UNABLE TO LOCATE AND K1 TRIED ADDRESS W/NEG CONTACT

02/12/2015 19:32:59 (CGUTIERREZ)
M2 AH

02/12/2015 19:34:57 (CGUTIERREZ)
WONDERFUL HOUSE

02/12/2015 19:44:47 (CGUTIERREZ)
304 OWNER OF BUSINESS IS NOT SURE OF NAME OF SUSPECT ENRT TO 513 STATED SHE HAS A KEY AND WILL TRY TO GET MORE INFO

02/12/2015 19:45:46 (CGUTIERREZ)
304 AT 513 STATE

02/12/2015 19:50:37 (CGUTIERREZ)
304 STILL OUT AT HOUSE NO ONE KNOWS HIS NAME HE WAS HIRED 2 DAYS AGO DOOR ALL LOCKED WILL BE BOLOING

02/12/2015 22:14:18 (CGUTIERREZ)
KELLY COULD NOT FIND EMPLOYEE'S DOB GAVE HUSBAND TERRY'S NUMBER [redacted]

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Thursday, June 25, 2015 7:56 AM
To: Audra Garrett
Subject: Re: liquor

Hi Audra,
Wonderful House Trinidad, Inc. located at 415 University is in compliance with this Office. John Martinez

On Wed, Jun 24, 2015 at 5:14 PM, Audra Garrett <audra.garrett@trinidad.co.gov> wrote:

Hi John,

Please confirm compliance for Wonderful House Trinidad, Inc. at 415 University. Thank you.

Audra Garrett Asst. City Manager

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

audra.garrett@trinidad.co.gov

--
John Martinez Environmental Health
Las Animas/Huerfano Counties District Health Department
719-846-2213 ex 27

DISCLOSURE STATEMENT

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Michelle Miles

12/4/12

Date

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Liz Torres

4.8.14

Date

6f

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: T. P. Main Street, LLC representative

DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: Medical Marijuana Center, Optional Premise Cultivation Operation and Infused-Products Manufacturing license renewal application filed by T. P. Main Street, LLC at 821 E. Main Street

RECOMMENDED CITY COUNCIL ACTION: Consider renewal of the licenses as requested

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: Table for more information.

BACKGROUND INFORMATION:

- The renewal application is in order.
- Inspections were not done at this time because the facility is not operational yet and the building has not been constructed.
- The Police Department reports no changes to the criminal history of the licensees.
- Appropriate fees have been paid.

CONTACT FOR INFORMATION:

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

6f

CITY OF TRINIDAD

City Clerk's Office
135 N Animas St
P.O. Box 880
Trinidad, Colorado 81082
719-846-9843

City of Trinidad
MAY 19 2015
City Clerk's Office

Re-filed 6/30/15

MEDICAL MARIJUANA LICENSE APPLICATION

- ☐ New License Application Fee $2,500.00
- ☑ License Fee/Renewal Fee $1,000.00
- ☐ Transfer of Ownership Application Fee $1,500.00
- ☐ Change of Location $1,500.00

LICENSE TYPE

- ☑ Medical Marijuana Center
- ☑ Medical Marijuana Infused-Products Manufacturer
- ☑ Medical Marijuana-Optional Premises Cultivation Operation

TYPE OF BUSINESS

- ☑ Corporation
- ☐ Partnership
- ☐ Individual*
- ☐ Limited Liability Corporation
- ☐ Other

*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID

Applicant (Corporation/LLC) T. P. Main St. LLC

Applicant (Sole Proprietor) First Name Middle Initial Last Name

Trade Name of Establishment (DBA)

Address of Premise 821 E Main St

Mailing Address 16018 Manilla Lane - Boncarbo Co. 81024

Telephone 719-680-2101 Email Address trinidadpeters@live.com

Contact Person/Manager Tim Peters Title Manager

Telephone SAME Email Address SAME

Does the Applicant have legal possession of the premise for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

- ☑ Ownership
- ☐ Lease
- ☐ Other (explain in detail)

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:**

Landlord Tenant Expires

If premises are leased, attach notarized consent by the owner of the property to the licensing of the premises for a medical marijuana facility.

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION

Individual History Records attached and 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.

1. Fingerprinting by the Trinidad Police Department for:
   - 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

   with the appropriate fee payable to Colorado Bureau of Investigation (currently ~~$38.50~~, ~~March~~, 2014) $39.50, June
2. Lease or Deed – Evidence of Possession ✓
3. Conditional Use Permit approval ✓
4. Copy of alarm system contract
5. Copy of state sales tax license
6. Certificate of Good Standing ✓
7. Affidavit of Lawful Presence (Sole Proprietors only)
8. Diagram of Premises: ✓
   - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.
9. Copy of State Application with attachments ✓

LIST OF OWNERS, OFFICERS, MANAGERS, EMPLOYEES & OTHERS WITH DIRECT OR INDIRECT FINANCIAL INTEREST

1. Name: Tim Peters Title: Manager
   Address: [redacted] - Boncarbo Co. 81024
   Financial Interest: 90%

2. Name: Juanita Peters Title: Manager
   Address: [redacted] - Boncarbo Co. 81024
   Financial Interest: 10%

3. Name: _____ Title: _____
   Address: _____
   Financial Interest: _____

4. Name: _____ Title: _____

Address: _____

Financial Interest: _____

5. Name: _____ Title: _____

Address: _____

Financial Interest: _____

6. Name: _____ Title: _____

Address: _____

Financial Interest: _____

7. Name: _____ Title: _____

Address: _____

Financial Interest: _____

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the medical marijuana business; and that the application and documents submitted for other approvals relating to the medical marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

By accepting a license issued pursuant to this ordinance a licensee, jointly and severally if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the medical marijuana dispensary that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.

Signed: Tim Peters Title: Manager

(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: Tim Peters Date: 5-19-15

City of Trinidad, Colorado
1876

CITY OF TRINIDAD, COLORADO
OFFICE OF THE CITY CLERK

LICENSEE'S STATEMENT REGARDING KNOWLEDGE OF THE STATE OF COLORADO'S MEDICAL MARIJUANA CODES AND REGULATIONS AND THE CITY OF TRINIDAD'S ORDINANCES AND LOCAL RULES OF PROCEDURE GOVERNING MEDICAL MARIJUANA BUSINESSES

The Local Licensing Authority, as the enforcement agency for the for the City of Trinidad, expects a Medical Marijuana Business licensee to be knowledgeable of the State of Colorado's and the City of Trinidad's Medical Marijuana laws, codes, regulations and ordinances and to seek further clarification of such information if necessary.

I, Tim Peters, hereby state that I have read Article 43.3 of Title 12, C.R.S., as amended, and the regulations promulgated thereunder, and the City of Trinidad Municipal Code regarding general business licensing and Medical Marijuana business licensing and understand the contents thereof.

Tim Peters
Printed Name of Licensee

Tim Peters - Managing Member
Authorized Signature of Licensee/Title

5-19-15
Date

DESIREE SAKARIASON
Notary Public
State of Colorado

STATE OF Colorado)
) **ss.**
COUNTY OF Las Animas)

Subscribed and sworn to before me this 19 **day of** May, **20**15.

Desiree Sakariason **My Commission Expires:** 10/15/2015
Notary Public Signature

Trinidad Police Department

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

July 2, 2015

To Audra Garrett, Assistant City Manager
From Det Sgt Phil Martin
RE: Back ground check Timothy and Juanita Peters

To whom it may concern;

a check of various public access data bases has been completed with NO new information being found.

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 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 TP Main Street LLC
2. D/B/A (Doing Business As) Trinidad Leaf
3. Business address 821 E Main St. Trinidad Co. 81082
4. Business License #

5. Your Full Name (last, first, middle) Peters, Timothy; Wayne
6. List any other names you have used —

7. Mailing address (If different from residence) 16018 Manilla Lane, Boncarbo Co 81024
8. Phone 719-680-2101

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

* 821 E. Main St.

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	16018 Manilla Lane	Boncarbo Co 81024	02	→ present
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
Peters Enterprises	16018 Manilla Lane.	Pres.	02-	present
Trinidad Pumping		V.P.	06 →	present

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
Juanita Peters	Wife	Member	

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. X YES ____ NO

We have a conditional Medical Marijuana Licence.

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 X 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 X 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 X NO

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

PERSONAL AND FINANCIAL INFORMATION

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

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
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

r. Do you have a current Driver's License? X YES ___ NO If so, give State and Number [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 - TP Main St. # [redacted]

Authorized → Tim and Juanita Peters

AFFIDAVIT

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

I, Timothy Wayne Peters (Printed Name of Applicant), being first duly sworn, state that I am

an applicant for a Retail Marijuana business for TP Main Street LLC (Name of Establishment),

Located at 821 E Main St. - Trinidad (Address of Establishment), Trinidad, Colorado;

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.

Tim Peters
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 16th day of May, 2015 by Tim Peters.

Witness my hand and official seal.

My commission expires 10/15/2015

Desiree Sakariason
Notary Public

DESIREE SAKARIASON
Notary Public
State of Colorado

Owner/Manager Approval **(Required)**

I, Juanita Peters, Owner/Manager of TP MainStreet LLC
Owner or Manager's Name Printed Here — Business Name Printed Here

acknowledge and approve the submittal of an application for Tim Peters.
Applicant's Printed Name Here

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 TP Main Street LLC
2. D/B/A (Doing Business As) Trinidad Leaf
3. Business address 821 E Main St. Trimdad Co 81082
4. Business License #

5. Your Full Name (last, first, middle) Peters, Juanita Ruth

6. List any other names you have used

7. Mailing address (If different from residence) 16018 Manilla Ln Boncarbo Co, 81024

8. Phone 719-859-1234

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	16018 Manilla Ln	Boncarbo Co 81024	2002	Present
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
Peters Enterprises Inc		V.P.	02	present
Trinidad Pumping Inc		Pres	06	present
	16018 Manitlahn Boncarbo Co 81024			

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
Jim Peters	husband	member	

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. X YES ____ NO

We have a conditional Medical Marijuana licence

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 X 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 X 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 X NO

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

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth [redacted]

b. Social Security Number SSN [redacted]

c. Place of Birth Kalispell Mt

d. U.S. Citizen? X 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 [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? X YES ___ NO If so, give State and Number Co [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 T.P. Main St

[redacted]

Authorized: Tim Peters

Juanita Peters

AFFIDAVIT

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

I, Juanita Peters, being first duly sworn, state that I am
Printed Name of Applicant

an applicant for a Retail Marijuana business for TP Main Street LLC
Name of Establishment

Located at 821-E Main St, 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.

Juanita Peters
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 6th day of May, 2015 by Juanita Peters

Witness my hand and official seal.

My commission expires 10/15/2015

Desiree Sakariason
Notary Public

DESIREE SAKARIASON
Notary Public
State of Colorado

Owner/Manager Approval **(Required)**

I, ~~Juanita~~ Tim Peters, Owner/Manager of TP Main Street LLC
Owner or Manager's Name Printed Here — Business Name Printed Here

acknowledge and approve the submittal of an application for Juanita Peters.
Applicant's Printed Name Here

Copy for Trinidad.

DR 8547 (07/26/13)
COLORADO DEPARTMENT OF REVENUE
Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver CO 80203

Colorado Marijuana Licensing Authority
Appendix B - Optional Premises Cultivation License Renewal Application

Business Applicant must fill out an Appendix B for EACH OPC it is renewing.
Please see Website for fee table.

Applicant's Legal Business Name (Please Print) T.P. MAIN STREET LLC	Medical Marijuana License Number 403-01494
Trade Name (DBA) TRINIDAD LEAF	Website Address

Physical Address

Street Address of Optional Premises Cultivation	City	State	ZIP
16018 Manilla Lane 821 East Main Street	~~Boncarbo~~ Trinidad	CO	~~81024~~ 81082

Business Phone Number	Home Phone Number	Email Address
(719) 680-2101	(719) 846-3783	trinidadpeters@live.com

Mailing Address (if different from Business Address)

Address	City	State	Zip
16018 Mainilla Lane	Boncarbo	CO	81024

Primary Contact Person for Business	Title	Primary Contact Phone Number
Tim Peters	Managing Member	(719) 680-2101

Primary Contact Address (city, state, zip)	Primary Contact Fax Number
16018 Manilla Lane Boncarbo Co. 81024	( )

Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement?

☑ Ownership ☐ Lease ☐ 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	Tenant	Expires

1. Has the licensed premise been modified since the last renewal period? If yes, provide a new diagram documenting the changes to the licensed premise (diagram should be no larger than 8 ½" x 11" and does not have to be to scale). ☑ Yes ☐ No

2. Provide a copy of all new lease amendments or lease extensions since the last renewal period.

3. Provide a copy of the local license for this OPC.

Local Licensing Authority Information (To be completed by the licensee)

Local Licensing Authority	Address
City of Trinidad	135 North Animas, Trinidad, Co, 81082

Local Licensing Authority contact name	Contact Phone	Contact Email
Audra Garrett	719-846-9843	

Current License Status With Local Authority	Date of Approval	Date of Expiration
Conditional pending C.O. new construction	7-16-14	7-16-2015.

audra.garrett@trinidad.co.gov

Trinidad

DR 8546 (09/03/14)
COLORADO DEPARTMENT OF REVENUE
Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver, CO 80203
www.colorado.gov/revenue/medicalmarijuana

Colorado Marijuana Licensing Authority

Business License Renewal Application

License Types & Fees (Check only one application type. See fee table on Website for details on license types and fees.)

- [x] Medical Marijuana Center (Type 1*)
- [ ] Medical Marijuana Center (Type 2*)
- [ ] Medical Marijuana Center (Type 3*)
- [ ] Affiliated Business
- [ ] Medical Marijuana–Infused Products Manufacturer:

*Type 1=300 or fewer patients, *Type 2=301 to 500 patients; *Type 3=501 or more patients

Applicant's Legal Business Name (Please Print)	Medical Marijuana License Number
TP Main Street LLC	402-00948
Trade Name (DBA) (Provide Trade Name Registration)	**Website Address**
Trinidad Leaf	None

Physical Address

Street Address of Medical Marijuana Business (Use Appendix B for Optional Premises Cultivation Information)	City	State	ZIP
821 E Main Street	Trinidad	Co	81082

Business Phone Number	Business Fax Number	Email Address
(719) 680-2101	( )	trinidadpeters@live.com

Mailing Address (if different from Business Address)

Address	City	State	ZIP
16018 Manilla Lane	Boncarbo	Co	81021

Primary Contact Person for Business	Title	Primary Contact Phone Number
Tim Peters	Managing Member	(719) 680-2101

Primary Contact Address (city, state ZIP)	Primary Contact Fax Number
16018 Manilla Lane, Boncarbo Co. 81021	( )

Federal Taxpayer ID	Colorado Sales Tax License #	Email Address
[redacted]	29960631-0000	trinidadpeters@live.com

Type of Business Structure

- [ ] Sole Proprietorship
- [ ] C Corporation
- [ ] Partnership
- [ ] S Corporation
- [ ] Limited Partnership
- [ ] Publicly Traded Corporation
- [x] Limited Liability Company
- [ ] Trust
- [ ] Other_____

	Yes	No
1. Is the licensee (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?	[ ]	[x]
2. Has the licensee (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);	Yes	No
(a) been denied a privileged license (ie: Liquor, Gaming, Racing and Medical Marijuana)?	[ ]	[x]
(b) had a privileged license (ie: Liquor, Gaming, Racing and Medical Marijuana) suspended or revoked?	[ ]	[x]
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Medical Marijuana) license denied, suspended or revoked?	[ ]	[x]

If you answered yes to 2a, b or c, explain in detail on a separate sheet.

3. Does the applicant of this application, 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.

[x] Ownership [ ] Lease [ ] 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	Tenant	Expires
NA	—	—

	Yes	No
4. Are the licensed premises within 1000 feet of a school (as defined in 12-43.3 104 (15) C.R.S.), alcohol or drug treatment facility, principal campus of a college, university, or seminary, or a residential childcare facility? If "yes", then include a copy of a waiver or ordinance from the local jurisdiction where the business is located.	[ ]	[x]
5. Has a Medical Marijuana Center license application (same license class), that was located within 1000 feet of the premises, been denied within the preceding year? If "yes" explain in detail.	[ ]	[x]

corporate by-laws, or any other change affecting ownership or organizational structure of the licensee licensed establishment? If yes, explain in detail on a separate sheet and attach copies of all available documentation concerning the changes. ☐ ☒

7. In the past year, has the licensee (including all parent or subsidiary companies, if any) filed for bankruptcy, been sued, had a civil judgment rendered against it, had a tax lien filed against it, or become delinquent in the payment or filing of any taxes, interest, penalties or judgments owed to the State of Colorado, the United States government or the government of any other state. If Yes, explain in detail on a separate sheet and attach copies of all available documentation. Yes ☐ No ☒

8. List the full name and ownership percentage of every owner or entity, including lending agencies, who have a right to share in the revenues of medical marijuana, whether as an owner, assignee, landlord, or otherwise to whom any interest or share in the profits of medical marijuana has 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 of sale.

Name	Title	Own. % Business Associated with	Effective Own. % in Applicant
Tim Peters	Managing Member	90%	90%
Juanita Peters	member	10%	10%

9. Describe any new financing or new lines of credit obtained or applied for since the last renewal submission, including a description of the purpose for the financing or lines of credit. attached Construction Loan Agreement (no longer in effect) Deed of Trust -

10. List all debt that has been retired or eliminated since the last renewal.

None

11. Describe any material changes in financial position since the last renewal.
That would be included in #9; attached paperwork.
Debt under Deed of Trust

12. Provide a copy of all new lease amendments or lease extensions since the last renewal period. None

13. Describe any other material financial agreements, which are not covered by previous requests.

14. In the past year, has the licensee (including all parent or subsidiary companies, if any) been indicted, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty. If Yes, explain in detail on a separate sheet and attach it to your application. Provide official documentation from the court showing the final disposition for any charge that was: (1) controlled substance related; (2) any felony. Yes ☐ No ☒

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 licensee)

Local Licensing Authority		Address
City of Trinidad		135 N. Animas St. Trinidad Co 81082
Local Licensing Authority contact name	**Contact Phone**	**Contact Email**
Audra Garrett	719-846-9843	audra.garrett@trinidad.co.gov
Current License Status With Local Authority	**Date of Approval**	**Date of Expiration**
Conditional Medical Licences	7-16-2014	7-16-2015

15. Optional Premises Cultivation License
Does the licensee have an approved Optional Premises License(s)? - Conditional upon C.O. Yes ☒ No ☐
What City or County? City of Trinidad.

16. Does the Center Applicant have evidence of a good and sufficient bond in the amount of $5,000.00 in accordance with 12-43.3-304 C.R.S.? **(Include updated evidence with renewal application)** Yes ☒ No ☐

We are still under construction.

Affirmation & Consent

I, Timothy Wayne Peters, 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 Renewal 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 of a temporary Marijuana application or the 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	Trade Name (DBA)	
T.P. Main Street LLC	Trinidad Leaf	
Legal Agent Last Name (Please Print)	**Legal Agent First Name**	**Legal Agent Middle Name**
Peters	Timothy	Wayne
Signature		**Date**
Timothy Wayne Peters		5-6-15

Investigation Authorization
Authorization to Release Information

I, Timothy Wayne Peters, 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 "non-public" 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 "non-public" 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		Trade Name (DBA)
T.P. Main Street LLC		Trinidad Leaf
Legal Agent Last Name (Please Print)	**Legal Agent First Name**	**Legal Agent Middle Name**
Peters	Timothy	Wayne
Legal Agent Title	**Signature**	**Date**
Managing Member	Timothy Wayne Peters	5-6-15

No longer in effect

CONSTRUCTION LOAN AGREEMENT

This Construction Loan Agreement ("Agreement"), is made this 22nd day of August, 2014, between T.P. MAIN STREET L.L.C., a Colorado limited liability company ("Borrower"), and HAMMERHEAD 3 PRODUCTS, LLC, a Colorado limited liability company ("Lender").

RECITALS:

A. Borrower owns that certain real property located in Las Animas County, Colorado, legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Real Property"). Borrower proposes to construct a building and other improvements on the Real Property.

B. Borrower has requested that Lender extend credit to Borrower in the aggregate principal sum not exceeding One Million Nine Hundred and NO/100 DOLLARS ($1,900,000.00), to be used by Borrower for planning, development, and construction of the building and other improvements on the Real Property. Lender is willing to extend such credit on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Recitals, which are incorporated in and made a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:

"Account" shall mean the checking account of Borrower at International Bank, Trinidad, in the name of Borrower in which the Loan proceeds will be deposited.

"Advance" shall means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a multiple advance basis under the terms of this Agreement.

"Agreement" shall mean this Construction Loan Agreement between Borrower and Lender as the same may be amended, supplemented, or otherwise modified from time to time.

"Bankruptcy Law" shall mean Title 11, U.S. Code, or any similar federal, state, or foreign law for the relief of debtors.

"Business Day" shall mean any day of the week other than Saturday, Sunday, and any other day on which banking institutions in Denver, Colorado, are required, or authorized by law or other governmental action to close.

"Collateral" shall mean any and all collateral pledged to or in which Lender has a security interest in pursuant to the Deed of Trust or any other Loan Document.

"Completion Date" shall mean March 1, 2014.

"Construction Loan" or "Loan" shall mean the loan to be made by Lender to Borrower in connection with this Agreement in the maximum principal amount of $1,900,000.00 and to be evidenced by the Note.

"Construction Contracts" shall mean all construction contracts executed by Borrower or General Contractor for the construction of all or any part of the Improvements.

"Construction Loan Principal Amount" shall mean the total amount of all Advances to be made by Lender to or for the benefit of Borrower.

"Deed of Trust" shall mean the Deed of Trust of even date herewith by Borrower to the Public Trustee of the Las Animas County, Colorado, securing the Obligations and encumbering the Property in the form attached hereto as Exhibit B and incorporated herein by this reference.

"Effective Date" shall mean the date that the Loan Documents are unconditionally executed and delivered by Borrower and Lender.

"Event of Default" shall have the meaning given it in Section 8.01.

"Environmental Laws" means all laws (including common law, statutes, ordinances, orders, rules, regulations, judgments, governmental authorizations or any other requirements of governmental authorities) relating to (a) pollution or the protection of the environment or natural resources, (b) the generation, use, storage, transportation, presence, release, recycling or disposal of Hazardous Materials or and health or industrial hygiene, in any manner applicable to Borrower or any Subsidiary.

"GAAP" means, at any time, generally accepted accounting principles in the United States of America as in effect at such time, applied in accordance with the consistency requirements thereof.

"Financing Statements" shall mean the Uniform Commercial Code financing statements evidencing the security interest in personal property granted by the Deed of Trust.

"General Contractor" shall mean Peters Enterprises, Inc..

"General Contractor's Contract" shall mean the contract between Borrower and the General Contractor pertaining to construction of the Improvements, which shall be subject to approval by Lender.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, friable asbestos, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Improvements" shall mean the buildings and related improvements to be constructed and erected upon the Real Property in accordance with the Plans and Specifications.

"Loan Documents" shall mean the Note, the Deed of Trust, Financing Statements, and this Agreement and all other documents, instruments or agreements evidencing, governing or securing the Loan, if any, as all such documents may be amended, extended, restated or modified from time to time.

"Note" shall mean the Non-Recourse Promissory Note of even date herewith evidencing the Construction Loan, executed by Borrower and payable to the order of Lender in the original principal amount of $1,900,000.00 in the form attached hereto as Exhibit B and incorporated herein by this reference.

"Obligations" shall mean all obligations of Borrower to Lender, whether now existing or hereafter arising, relating to this Agreement, the Note, Deed of Trust, Financing Statements, and all other documents, instruments or agreements evidencing, governing or securing the Loan.

"Operating Agreement" shall mean that a form of Operating Agreement of T.P. Main Street L.L.C. agreed upon by Borrower and Lender within thirty (30) days after the date of this Agreement.

"Plans and Specifications" shall mean the plans and specifications for construction of the Improvements agreed upon by Borrower and Lender..

"Project" shall mean the development and construction of the Improvements upon the Real Property in accordance with the Plans and Specifications.

"Property" shall mean the Real Property together with all Improvements (including fixtures, equipment, construction materials and other personal property owned by Borrower) as the same are constructed, erected and installed thereon, or used in conjunction therewith.

"Real Property" shall mean the real property described on Exhibit A attached hereto and incorporated herein by this reference, upon which Real Property the Improvements are to be constructed.

"Senior Debt" that certain loan secured by that certain Deed of Trust in favor of International Bank recorded March 26, 2008, at Book 1076, Page 21, as amended.

"Survey" shall mean an ALTA/ACSM Survey of the Property (with the Minimum Standard Details), which contains a certification to Lender and Title Company and is in a form acceptable to Title Company.

"Title Commitment" shall mean a commitment to issue the Title Policy issued by the Title Company, along with copies of all instruments creating or evidencing exceptions or encumbrances to title.

"Title Company" shall mean title insurance company mutually acceptable to the parties.

"Title Policy" shall mean an ALTA Mortgagee's Title Insurance Policy with Extended Coverage issued by Title Company, in face amount equal to the amount of the Loan, insuring

that the lien of the Deed of Trust constitutes a valid lien against the Property, subject only to those exceptions and encumbrances which are shown on the Exhibit to the Deed of Trust.

ARTICLE II
THE LOAN

Section 2.01 Loan. Subject to all of the terms, provisions, conditions, covenants and agreements contained in this Agreement, Borrower hereby agrees to borrow from Lender, and Lenders agree to lend to Borrower the Loan, which shall be evidenced by the Note. The Note shall be secured by the Deed of Trust.

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under this Agreement and the other Loan Documents.

Section 2.02 Loan Documents. Concurrently with execution and delivery of this Agreement, Borrower shall execute and deliver to the Lender the Deed of Trust, the Note and such other documents which Lender may reasonably request of Borrower as necessary, supplementary, or convenient to perfect Lender's security interest in the Collateral or as may be required by the Title Company in connection with issuance of the Title Policy.

ARTICLE III
CONDITIONS PRECEDENT; DISBURSEMENT

Section 3.01 Conditions Precedent to Advances. Notwithstanding anything to the contrary contained herein, Lender shall have no obligation to make the initial Advance or any subsequent Advance unless all of the following conditions precedent are satisfied:

(a) Lender shall have received executed originals of all Loan Documents, and such other documents, instruments, policies, and forms of evidence or other materials requested by Lender under the terms of this Agreement or any of the other Loan Documents.

(b) Lender shall have received and approved in form and substance satisfactory to Lender: (i) two sets of the Plans and Specifications, together with evidence of all necessary or appropriate approvals of governmental agencies; (iv) copies of all agreements which are material to completion of the Improvements; (v) copies of all building permits and similar permits, licenses, approvals, development agreements and other authorizations of governmental agencies required in connection with the development of the Property and Improvements; and (vi) copies of any initial study, negative declaration, mitigated negative declaration, environmental impact report, notice of determination or notice of exemption prepared, adopted, certified or filed by or with any governmental agency in connection with the Property and Improvements.

(c) Lender shall have received and approved in form and substance satisfactory to Lender an executed copy of the General Contractor's Contract.

(d) Lender shall have received and approved a detailed estimated budget and cash flow projections of total Project costs and a schedule of estimated amount and time of disbursement of each Advance ("Project Budget and Construction Schedule").

(e) Lender shall have received from Borrower the Survey certified to Lender and the Title Company.

(f) Borrower shall have provided to Lender the Title Commitment with such endorsements as Lender may require insuring or agreeing to insure the Lender's security interest under the Deed of Trust free and clear of all defects, liens, encumbrances, and exceptions other than those specifically accepted in writing by Lender.

(g) Borrower shall have delivered to Lender certificates of the insurance required under Section 6.04.

(h) There shall exist no Event of Default or circumstances which, with notice or the passage of time, would constitute an Event of Default.

(i) All representations and warranties of Borrower contained herein or otherwise made in writing in connection herewith shall be accurate and complete with the same force and effect as though such representations and warranties had been made on and as of such time.

Section 3.02 Intial Disbursement of Construction Loan Proceeds. Within three (3) business days after Lender's approval of the General Contractor Agreement and the Plans and Specifications, Lender shall make an initial Advance directly to the General Contractor in the amount of $50,000.00 as an initial deposit for the work to be performed by General Contractor under the General Contractor Agreement.

subcontractors and material suppliers have been paid in full to date.

Section 3.04 Manner of Disbursement. At Lender's discretion, Advances may be paid in the joint names of Borrower or General Contractor and the contractors, subcontractors, or material suppliers in payment of sums due under the Construction Contract.

Section 3.05 Checks Drawn on Account. All checks drawn on the Account for payment of work performed or materials supplied to the Project shall require the signature of

Tim Peters behalf of Borrower. In addition, a lien waiver form, acceptable to and approved by Lender, shall be included on the back of each check to be executed by the payee thereof.

Section 3.06 Conditions Precedent to Final Disbursement. Lender shall have no obligation to make the final disbursement hereunder until all of the following conditions precedent have been satisfied:

(a) Lender shall have received a copy of the permanent certificate or permanent certificates of occupancy issued by the appropriate governmental authorities for the Property and the Improvements in their entirety and evidence satisfactory to Lender that all work requiring inspection by governmental or regulatory authorities having or claiming jurisdiction has been duly inspected and approved by such authorities and by any rating or inspection organization, bureau, association or office having or claiming jurisdiction.

(b) Lender shall have received final lien waivers from all contractors, subcontractors, material suppliers, the General Contractor and any other person or entity entitled to file a mechanic's lien against the Property, stating the amount of full and final payment owed them and stating that such contractors, subcontractors, material suppliers, General Contractor, and any other person or entity waive any and all right to claim a mechanic's lien against the Property subject only to receipt of the stated amount of final payment.

(c) Title Company shall have received from Borrower, or Borrower shall have caused to be delivered to Title Company, all indemnities, affidavits, lien waivers and other documentation required by Title Company in order to delete as an exception and specifically insure against, as of the Completion Date, as if the effective date of the Title Policy was being advanced to such Completion Date, all mechanic's liens whether of record or not.

(d) The General Contractor shall have issued a certificate of substantial completion and certificates of final completion.

Notwithstanding the foregoing, upon receipt of all approvals, certificates and other instruments required above, other than approval from all state and local agencies regulating marijuana facilities, subject to satisfaction of the terms and conditions set forth in Section 3.01 and 3.03, Lender shall make such final disbursement in the requested amount less $100,000, which $100,000 shall be withheld until final approval of all such marijuana regulatory agencies.

Section 3.07 Application of Insurance Proceeds. Net insurance proceeds received by Lender under the provisions of this Agreement or any instrument supplemental hereto or thereto or any policy or policies of insurance insuring the Property or any part thereof shall be applied by Lender in accordance with the provisions of the Deed of Trust. If insurance proceeds are applied to restoration or repair of the Property, Lender shall not be obligated to insure the proper application thereof nor shall the amount so released or used be deemed a payment of the indebtedness evidenced by the Note. If insurance proceeds are used to restore or repair the

Property, Lender may do all necessary acts to accomplish that purpose including using funds deposited by Borrower with it for any purpose and advancing additional funds, all such additional funds to constitute part of the indebtedness secured by the Deed of Trust. If insurance proceeds are used for restoration or repair, any insurance proceeds in excess of the amount necessary to complete such restoration or repair shall be applied as a prepayment of the Note.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BORROWER

Borrower represents and warrants to Lender, as of the date of this Agreement and at all times thereafter, as follows:

Section 4.01 Organization, Etc. Borrower is a limited liability company, duly organized and validly existing under the laws of the State of Colorado. Borrower is qualified to do business in each jurisdiction where such qualification is legally required, and is entitled to own its property where such property is now owned or leased and is empowered to conduct its business as now conducted.

Section 4.02 Due Authorization, Etc. The execution, delivery and performance by Borrower of this Agreement and the Loan Documents to which it is or is to be a party have been duly authorized by Borrower, and do not and will not:

(a) require any consent or approval of any person, other than as theretofore already obtained;

(b) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Borrower;

(c) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which Borrower is a party or by which it or its properties may be bound or affected; or

(d) except as provided herein, result in, or require, the creation or imposition of any lien upon or with respect to any of the properties now owned or hereafter acquired by Borrower.

Section 4.03 Approvals. No consent, approval, or other action by or any notice to or filing with any court or administrative or governmental body is or will be necessary for the valid execution, delivery or performance by Borrower of this Agreement or any of the Loan Documents to which it is or is to be a party, other than such consents and approvals which have heretofore been obtained.

Section 4.04 Enforceability. This Agreement and each of the Loan Documents to which Borrower is or is to be a party, constitute, or when executed and delivered will constitute, legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms.

Section 4.05 Commencement of Construction. Prior to the recordation of the Deed of Trust, no work of any kind (including the destruction or removal of any existing improvements, site work, clearing, grubbing, draining or fencing of the Property or any improvements then located thereon), was commenced or was performed on the Property by Borrower, no equipment or material was delivered to or upon the Property for any purpose whatsoever, and no contract (or memorandum or affidavit thereof) for the supplying of labor, materials, or services for the construction of the Improvements, or for any demolition work with respect to then-existing improvements, were recorded in the mechanic's lien or other appropriate records in the county where the Property is located, except as otherwise disclosed in writing to Lender.

Section 4.06 Litigation. There is no action, suit, legal or other proceeding pending or threatened (or, to the best knowledge of Borrower, any basis therefore) against Borrower or affecting the properties or assets of Borrower including the Property in any court or before any arbitrator of any kind or before or by any governmental body; and, there is no action, suit, legal or other proceeding pending or threatened against Borrower. Borrower is not in default with respect to any order of any court, arbitrator, or governmental body. Borrower is not subject to or a party to any order of any court or governmental body arising out of any action, suit or proceeding under any statute or other law respecting antitrust, monopoly, restraint of trade, unfair competition or similar matters. For the purposes of this Section, the term "governmental body" includes any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and the term "order" includes any order, writ, injunction, decree, judgment, award, determination, direction or demand.

Section 4.07 No Liens or Encumbrances. Title to the Property is (or will be, with respect to collateral hereafter acquired) vested solely in Borrower, free and clear of all liens, encumbrances and other claims whatsoever except as granted by those agreements as have been approved in writing by Lender and except the Deed of Trust in favor of International Bank recorded March 26, 2008, at Book 1076, Page 21, as amended. Borrower has made no contract or arrangement of any kind, the performance of which contract or arrangement by another party could give rise to a lien on the Property except for Borrower's contracts with the General Contractor and the Architect.

Section 4.08 No Other Financing. Borrower has not received any other financing for any purpose which is secured by the Property, or any part of the Property, or any other collateral securing the Obligations (except the Permanent Loan), nor has Borrower received any other financing for construction of the Improvements, except the Deed of Trust in favor of International Bank recorded March 26, 2008, at Book 1076, Page 21, as amended.

Section 4.09 No Default. There is no default on the part of Borrower pursuant to this Agreement, the Note, the Deed of Trust or any document executed by Borrower in connection herewith and no event has occurred which with notice or the passage of time or both would constitute an Event of Default.

Section 4.10 Information Correctness. All information furnished in any document required to be furnished by or on behalf of Borrower pursuant to or in connection with this Agreement is accurate and complete in all respects.

Section 4.11 Taxes. Borrower has filed all federal, state and local tax returns which are required to be filed and have paid all taxes shown on such returns and all assessments received by it to the extent that such taxes and assessments have become due. All federal, state, and local income taxes and other taxes and assessments of any nature with respect to which Borrower is obligated have been paid or adequate accruals have been established therefore.

Section 4.12 No Hazardous Materials, Substances or Wastes. Borrower knows of no hazardous materials, substances, wastes or asbestos located on the Property, and Borrower has received no notice of any violation or claimed violation of any law, rule or regulation relating to hazardous materials, substances, wastes, or asbestos. Borrower knows of no underground storage tanks on the Property and has no knowledge of the existence in the past of any underground storage tank or tanks.

ARTICLE V
NEGATIVE COVENANTS OF BORROWER

Until payment and performance in full of all of the Obligations, Borrower shall not, without the prior written consent of Lender:

Section 5.01 Alteration of Plans and Specifications. Make or permit any change in the Plans and Specifications, or permit the performance of any work or a change in any agreement that would result in a change in the Plans and Specifications, that, in either case, would result in a change order of $5,000 or more per occurrence, or, if such change order, when aggregated with all other change orders, would result in total change orders in excess of $50,000.

Section 5.02 Alteration of Other Documents. Make or permit any material change in any of the documents furnished to Lender pursuant to this Agreement or permit the performance of any work or a change in any agreement or arrangement that would result in a material change in any of such documents, including without limitation the Project Budget and Construction Schedule.

Section 5.03 Personalty and Fixtures. Install in the Improvements any personal property, equipment or fixtures acquired pursuant to a conditional sales contract or lease, or as to which the vendor retains title or a security interest.

Section 5.04 Liens. Create, assume, incur, or suffer to exist any deed of trust, mortgage, pledge, security interest, lien, or other encumbrance on the Property except liens for taxes not delinquent, and the security interests created or contemplated hereunder.

Section 5.05 Value of Property. Do or suffer to be done any act whereby the value of any part of the Property or Improvements might be diminished in any material respect.

Section 5.06 Assignment. Assign or attempt to assign any of its rights or delegate any of its duties pursuant to this Agreement, the Note, the Deed of Trust, or any other Loan Documents.

Section 5.07 Dividends/Distributions. Make distributions to members or other equity owners of Borrower.

Section 5.08 Additional Debt. Incur additional debt, excluding trade payables and other indebtedness that is not secured by the Property as may be reasonably required in the ordinary course of Borrower's business.

Section 5.09 Loans/Guarantees. Make any loans or advances to, guarantee any obligation of, or make or permit to exist any investment or any other interest in, any other person or entity or otherwise acquire (in one transaction or a series of transactions) any asset of any other person or entity.

Section 5.10 No Additional Members. Cause or permit the issuance or transfer of any membership or other equity interests in the Company.

ARTICLE VI
AFFIRMATIVE COVENANTS OF BORROWER

Until performance in full of all the Obligations, Borrower shall:

Section 6.01 Pay Note. Duly and punctually pay or cause to be paid in lawful money of the United States, the principal, interest and other charges due on the Note on the dates, in the place and in the manner set forth therein, and perform and observe all the Obligations.

Section 6.02 Construction of Improvements; Compliance with Laws. Subject to Borrower's full compliance with the provisions of this Agreement, as soon as practicable after Lender's approval of the General Contractor's Agreement and the Plans and Specificatons,

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accordance with the terms and conditions of this Agreement. Borrower further agrees that it

departure from the Plans and Specifications not approved by Lender.

Section 6.03 Inspection. Borrower shall permit Lender and its representatives to: (i) enter upon the Property and observe the construction of the Improvements and all materials to be used in construction thereof; (ii) examine the Plans and Specifications; all detailed plans and shop drawings for the Improvements, and all of Borrower's books, records, contracts and bills with respect to the Improvements; and (iii) cause the General Contractor and subcontractors to cooperate with Lender in this regard. Observation by Lender of construction shall be for the purpose of protecting the security of the Construction Loan only, and such observation shall in no way be construed as an acknowledgement that the Plans and Specifications have been

complied with or that the construction is free from defect or in compliance with the terms of this Agreement.

Section 6.04 Insurance, Etc. Borrower shall maintain the policies of insurance required by Lender, and upon completion of the Improvements provide Lender with one or more policies of insurance covering the heating plant, if applicable, and insuring against all risk, fire and extended hazard, in amounts, form and through an insurer or insurers, all satisfactory to Lender. Each such policy shall provide that the policy may not be cancelled or substantially modified (including, without limitation, cancellation for non-payment of premiums) without at least thirty (30) days' prior written notice to any and all insureds named thereon, including Lender.

Section 6.05 Further Documents. Borrower shall furnish to Lender upon request all other instruments and documents in addition to those specifically referred to herein as may reasonably be required from time to time by Lender.

Section 6.06 Notification of Event of Default. Borrower shall promptly notify Lender in writing of the occurrence of:

(a) Any Event of Default or any event that would become an Event of Default upon notice or lapse of time or both; and

(b) The pendency or threat of any litigation or arbitration and of any tax deficiency or other proceeding before any governmental body or official affecting Borrower.

Section 6.07 Protection of Property. Borrower shall protect the Property and all materials stored on the Property for installation on the Property, from removal, destruction, and damage.

Section 6.08 Payment of Taxes, Etc. Borrower shall:

(a) and other charges against Borrower prior to the date when they shall become delinquent, and all charges for labor, unless contested by Borrower in good faith and by appropriate proceedings after posting a bond or other security in amount and form satisfactory to Lender; and

(b)

Section 6.09 Payment of Laborers and Materialmen. Promptly and fully pay all laborers and materialmen for the Project in such amounts and at such times as necessary to the Project and to indemnify (including attorneys' fees) Lender of and from all claims, suits or proceedings brought by any person allegedly unpaid for labor or materials supplied to the Project. This indemnity shall survive repayment and satisfaction of this Construction Loan.

ARTICLE VII
CONVERSION RIGHTS

Section 7.01 Mutual Option. Both Borrower and Lender shall have the option to convert ("Conversion Option") the indebtedness under the Note, in whole but not in part, into a membership interest in the Borrower whereby Lender receives a percentage interest of 75% of all membership interests in the Borrower ("Conversion Interest"), which election may be made only after Lender is able to meet the residency requirements under the Colorado Retail Marijuana Act and the rules and regulations promulgated pursuant thereto (collectively, "MJ Laws"). Notwithstanding the foregoing, Borrower's right to exercise the Conversion Option shall be exercisable only if there is no outstanding Event of Default under this Agreement.

(a) Election Notice. Subject to conditions set forth in Section 7.01(a), the Conversion Option shall be exercisable by either party by delivering written notice of such election to the other party ("Election Notice").

(b) Conversion. Upon receipt or delivery of an Election Notice, prior to admission of Lender as a Member of Borrower, the parties shall exercise their best efforts to comply with all MJ Laws that may be applicable to Lender's acquisition of an ownership interest in Borrower, including, without limitation, submission of such applications and information to the State of Colorado as may be required under the MJ Laws. Upon receipt of approval of Lender as an owner of Borrower from the State of Colorado, Lender and Borrower shall execute and deliver to each other the Operating Agreement, whereupon the Note shall be cancelled and the Deed of Trust shall be released and the Conversion Interest shall vest in Lender. If the State of Colorado does not approve Lender as an owner of Borrower, Lender shall not be issued the Conversion Interest and the Election Notice shall be void.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

Section 8.01 Events of Default. The occurrence of any one or more of the following events or existence of one or more of the following conditions shall constitute an "Event of Default" pursuant to this Agreement:

(a) Borrower shall fail to pay when due any installment of principal or interest, or other amounts due pursuant to the Note, Deed of Trust or any other Loan Documents (whether due on the date provided for therein or by acceleration or otherwise) and such default shall not be remedied within thirty (30) days thereafter.

(b) Any representation or warranty made by Borrower to Lender in this Agreement or elsewhere herein or in connection with the making of the Loan, or any certificate, statement or report made in compliance with this Agreement by Borrower, shall prove at any time to have been incorrect in any material respect when made.

(c) Borrower shall default in the performance of any non-monetary Obligation and such default shall not be remedied within sixty (60) days of written notice thereof

from Lender to Borrower, unless such default cannot reasonably be cured within sixty (60) days despite Borrower's diligent and good-faith efforts, in which event Borrower shall have commenced all action necessary to cure such failure immediately upon such default, and then diligently pursue such cure to completion within a reasonable time, but in no event more than ninety (90) days after such default.

(d) Borrower or any member of Borrower shall make an assignment for the benefit of creditors, file a petition in bankruptcy, be adjudicated insolvent or bankrupt or admit in writing the inability to pay debts as they mature, petition or apply to any tribunal for the appointment of a receiver or any trust or similar officer for Borrower or a substantial part of the assets of Borrower, or shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect or if there shall have been filed any such petition or application, or any such involuntary proceeding shall have been commenced against Borrower, that remains undismissed for a period of thirty (30) days or more; or Borrower by an act or omission shall indicate consent to, approval of or acquiescence in any such petition, application or proceeding, or the appointment of a receiver of or any trustee or similar officer for Borrower or any substantial part of any of the properties of Borrower or shall suffer any such receivership or trusteeship to continue undischarged for a period of thirty (30) days or more; or any judgment, writ, or similar process shall not be released, vacated or fully bonded within ten (10) days after its issue or levy.

(e) A lien or other encumbrance shall be filed against the Property or any other security for the Construction Loan and the same shall not have been removed or Borrower shall not have posted security satisfactory in form and amount to Lender therefore within thirty (30) days after the filing thereof.

(f) Borrower shall default under its contract with the General Contractor and such default is not cured within sixty (60) days after the occurrence of such default.

Section 8.02 Remedies. Upon the occurrence of any Event of Default and at any time thereafter, Lender shall have the right to terminate this Agreement by notice in writing to Borrower and Lender shall be under no further obligation to make payments or disbursement hereunder or take any other action with respect to this Agreement. The Construction Loan, with all accrued interest and other amounts payable hereunder, shall, at the option of Lender, become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived by Borrower. Subject to the non-recourse limitations set forth herein and in the Note, Lender may proceed with every remedy available at law or equity or provided for herein or in any document executed in connection herewith, and all expenses incurred by Lender in connection with any remedy shall be deemed indebtedness of Borrower to Lender and a part of the Obligations and secured by the Deed of Trust. Lender may apply the proceeds from any collateral for the Construction Loan or from any other source against any of the Obligations as and in any order it determines in its sole discretion.

No delay or failure of Lender in the exercise of any right or remedy shall be deemed a waiver of any further exercise of such right or remedy or of any other rights of Lender as to any

security for the Obligations, and shall not affect the rights of Lender to enforce payment of the Construction Loan and to recover judgment for any portion thereof remaining unpaid. The rights and remedies herein expressed are cumulative and not exclusive of any right or remedy that Lender shall otherwise have.

ARTICLE IX
RIGHTS AND DUTIES OF LENDER

Section 9.01 No Responsibility for Completion. Lender assumes no responsibility for completion of the Improvements, and nothing herein shall be construed as establishing a relationship between Lender and any

Lender shall owe no duty to any person to construct the Improvements by reason of this Agreement to apply any undisbursed portion of the Construction Loan to claims resulting from construction of the Improvements or to exercise any of its rights hereunder.

Section 9.02 No Warranty by Lender. By accepting or approving anything required to be observed, performed or fulfilled by Borrower or to be provided to Lender pursuant to this Agreement, including, without limitation, the Plans and Specifications, the Survey, any shop drawing, any certificate, balance sheet, statement of profit and loss or other financial statement, receipt, appraisal or insurance policy, Lender shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof.

Section 9.03 No Joint Venture Implied; Indemnity.

role is merely that of a lender and any observation of the Project is made solely for protection of Lender's security interest therein. Should Lender be made a party to any suit, claim or proceeding pertaining to or arising out of, directly or indirectly, the Real Property and/or Improvements or the construction thereof, Borrower, jointly and severally, agree to indemnify and hold Lender harmless from all loss, cost and expense, including reasonable attorneys' fees, as incurred, resulting therefrom. This indemnity shall survive repayment and cancellation of the Note.

ARTICLE X
MISCELLANEOUS

Section 10.01 Amendments. No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a written instrument duly executed by Borrower and Lender and designated as an amendment, supplement, or waiver.

Section 10.02 Counting of Days. The term "days" when used herein shall mean calendar days. If any time period ends on a day which is not a Business Day, the period shall be deemed to end on the next day which is a Business Day.

Section 10.03 Notices. Notices which are required hereunder or convenient to the parties shall be in writing and shall be deemed effectively provided: (i) on the date of transmission if given by electronic internet email, if addressed to the email as set forth below, if a confirmation of successful transmission is obtained, and if a copy of the transmission is sent in compliance with one of the other means set forth in this paragraph; (ii) on the third business day after deposit of the notice with the U.S. Postal Service, first-class postage prepaid addressed as set forth below; (iii) on the next business day after sending the notice by means of a national recognized overnight courier service, delivery charges prepaid; or (iv) upon personal delivery. For the purpose of this paragraph, the following addresses shall be used, unless the addressee changes the addressee's address by means of notice to the other parties:

If to Lender:
Hammerhead 3 Products LLC
280 N. Westlake Blvd., Suite 120
Westlake Village, CO 91362
Attn: Jeffrey S. Graff, Vice President
Phone: 805-497-1311
Fax: 805-494-3334
Email: jsg6577@earthlink.net

with a copy to:
James G. Benjamin, Esq.
Brent W. Houston, Esq.
Benjamin, Bain, Howard & Cohen, LLC
7315 E. Orchard Road, Suite 400
Greenwood Village, CO 80111
Phone: 303-290-6600
Fax: 303-290-8323
Email: jgbenjamin@bbhlegal.com
Email: bhouston@bbhlegal.com

If to Borrower:
T.P. Main Street L.L.C.
16018 Manilla Lane
Bon Carbo, CO 81024
Attn: Tim Peters, President
Phone: 719-846-3783
Email: trinidadpeters@live.com

with a copy to:
Dennis Malone, Esq.
100 E. Main St., Ste. 209
Trinidad, CO 81082
Phone: 719-846-4428 x1
Fax: 719-846-7917
Email: dennis@colocounsel.com

Either party may change its address for the giving of notice by providing written notice of such change in accordance with this Section.

Section 10.04 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

Section 10.05 Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 10.06 Unavoidable Delays. The phrase "Force Majeure," as used in this Agreement, shall both mean delays unavoidably occasioned by strikes, lock-outs, unavailability of materials, war or civil disturbances, natural disaster, or inclement weather so extraordinary as to have been incapable of expectation. The phrase shall expressly not include any other type of delay which might generally be associated with construction projects unless specifically itemized in this Section.

Section 10.07 Successors and Assigns. All the terms and provisions of the Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties hereto, whether so expressed or not, and, in particular, shall inure to the benefit of, and be enforceable by, any holder of the Note or any part thereof. However, neither party shall have no right to assign any of its rights or obligations hereunder without the prior written consent of the other party.

Section 10.08 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, without regard to its principles of conflict of laws. In the event of any litigation regarding the interpretation or application of this Agreement, the parties irrevocably consent to jurisdiction in any of the state or federal courts located in the City and County of Denver, Colorado and waive their rights to object to venue in any such court, regardless of the convenience or inconvenience thereof to any party.

Section 10.09 Severability. If any provision of the Agreement is held invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision shall thereupon be deemed modified only to the extent necessary to render same valid. Should the Agreement, or any one or more of its provisions hereof, be held to be invalid, illegal or unenforceable within any governmental jurisdiction or subdivision thereof; the Agreement or any such provision or provisions shall not as a consequence thereof be deemed to be invalid, illegal or unenforceable in any other governmental jurisdiction or subdivision thereof.

Section 10.10 Entire Agreement. This Agreement, the Note, and the Deed of Trust constitute and incorporate the entire agreement between Lender and Borrower concerning the subject matter of this Agreement, and supersede any prior agreements between Lender and Borrower concerning the subject matter thereof.

Section 10.11 Waiver of Jury Trial. BORROWER AND LENDER HEREBY WAIVE ANY AND ALL RIGHTS THAT THEY MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR ANY STATE TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING EITHER DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING BETWEEN BORROWER AND LENDER OR THEIR SUCCESSORS AND ASSIGNS, OUT OF OR IN ANY WAY CONNECTED WITH THE

AGREEMENT AND THE OTHER LOAN DOCUMENTS. IT IS INTENDED THAT SAID WAIVER SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, AND/OR COUNTERCLAIMS IN ANY ACTION OR PROCEEDING.

Section 10.12 Nonrecourse Obligation. Borrower's liability under this Agreement, or under the Note secured by the Deed of Trust, or by the Deed of Trust itself, shall be enforceable solely and exclusively out of or against the Collateral Property. Notwithstanding the foregoing, Borrower shall be fully liable under the following circumstances: (i) Borrower breaches its obligations with respect to the conversions rights set forth in Article VII; (ii) fraud or intentional misrepresentation by Borrower; or (iii) gross negligence or willful acts of Borrower that result in the forfeiture, seizure or loss of any portion of the Property, excluding any forfeiture, seizure, or loss due in whole or in part to enforcement of Colorado or federal marijuana laws.

SIGNATURES ON FOLLOWING PAGE

COUNTERPART SIGNATURE PAGE
TO

CONSTRUCTION LOAN AGREEMENT

"BORROWER"

T.P. Main Street, L.L.C.
A Colorado Limited Liability Company

By: Timothy Peters, President and Sole Manager.
Timothy Peters
Its: President and Sole Manager
Date: August 18, 2014

DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT

This Deed of Trust, Security Agreement and Financing Statement ("**Deed of Trust**") is made this 22nd day of August, 2014, T.P. MAIN STREET L.L.C., Colorado limited liability company ("**Borrower**"), whose address is 16018 Manilla Lane, Bon Carbo, CO 81024 and the Public Trustee of the County in which the real property is located ("**Trustee**"); for the benefit of HAMMERHEAD 3 PRODUCTS LLC, a Colorado limited liability company ("**Lender**"), whose address is 280 N. Westlake Blvd., Suite 120,Westlake Village, CO 91362.

.

1. Property in Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, a seventy-five percent (75%) undivided interest in the following described property located in the County of Las Animas, State of Colorado ("**Property**"):

SEE **EXHIBIT A** ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

This indenture includes all buildings, structures and improvements now or hereafter placed on the above-described property, and all fixtures, equipment, appliances, agreements, leases, contract rights, option rights, documents of title, plats, surveys, soil and engineering data, plans and specifications, goods to become fixtures, materials to be incorporated into the improvements on the Property and other items of personal property now owned or hereafter acquired by Borrower and used in the ownership, construction, operation, management or maintenance of the above-described property, including, without limitation, all construction contracts, and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all the rights, permits, corporeal or incorporeal hereditaments, appurtenances, and easements thereto belonging or in any way appertaining, together with any after acquired property interest in the above-described property which Borrower may at any time hereafter have or acquire, and also all reversions and remainders, issues, uses, royalties, profits and income of the above-described property until the debt secured hereby is paid in full. This indenture further includes and encumbers all oil, gas, coal, ores and other minerals, and oil, gas, coal, ore and other mineral rights, leases or leasehold interests, water and water rights, ditch and ditch rights, reservoir and reservoir rights, drains and drainage rights, owned by Borrower and appurtenant to, located on, under or above or used in connection with the above-described property, or any part thereof, whether now existing or hereafter created or acquired; together with all prepaid water, sewer and other utility fees, and all sanitary sewer rights and storm sewer rights and all water and sewer taps or wait list deposits with respect to the above-described property and all of Borrower's rights to have the above-described property served with water, sewer and other utilities; together with all present or future right, title and interest of Borrower, if any, in and to the land lying in the bed of any street, road, avenue, or alley, opened or proposed, in front of or adjoining such property, and all other or greater rights and interests of every nature in the foregoing property and Borrower's rights to the possession or use thereof and income therefor, whether now owned or subsequently acquired by Borrower.

All the above-described property (whether real or personal) is referred to hereinafter as the "**Property**." The enumeration of any specific property shall not exclude any property not specifically mentioned.

2. Note; Other Obligations Secured. This Deed of Trust is given to secure to Lender:

(a) The repayment of the indebtedness evidenced by Borrower's Promissory Note ("**Note**") of even date herewith, payable to the order of Lender the principal sum of One Million Nine Hundred Thousand and No/100 U.S. Dollars ($1,900,000.00), with interest accruing and payable as provided in the Note. The terms and provisions of the Note are incorporated herein by this reference.

(b) All advances made under the Note and all amendments, modifications and extensions of the Note.

(c) All other instruments now or hereafter evidencing or securing the above described indebtedness or any part thereof.

(d) The payment of all other sums, with interest thereon at a Default Rate (as defined in the Note), disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust.

(e) The performance of Borrower's covenants and agreements provided in this Deed of Trust, in the Note, and in any other instrument executed by Borrower for the purpose of evidencing or securing the indebtedness represented by the Note.

(f) The payment of default interest, at the Default Rate of Interest (as defined in the Note), upon any indebtedness of Borrower not paid when due hereunder.

(g) The Note provides Lender with the option to make future advances to the Borrower of additional loan funds, up to a maximum of $1,900,000.00, which future advances together with interest, fees, costs, and other amounts which may be added to the debt under C.R.S., § 38-39-106, shall be secured by this Deed of Trust and shall, under C.R.S., § 38-39-106, be afforded the same priority of this Deed of Trust.

3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year in which this Deed of Trust is executed, and Borrower further warrants that the Property is free and clear of all liens, security interests, encumbrances, and other title matters whatsoever, including without limitation, mechanics' liens, materialmen's liens, and liens for special assessments for work completed or under construction on the date hereof, except the title matters set forth in **Exhibit B** attached hereto and incorporated herein by this reference.

4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and late charges as provided in the Note, and shall perform all of Borrower's other covenants contained in the Note.

5. Application of Payments. All payments received by Lender shall be applied by Lender first in payment of amounts due pursuant to **Section 11 (Protection of Lender's Security)**, and then in accordance with the terms and conditions of the Note.

6. Deeds of Trust; Taxes and Other Charges; Liens. Borrower shall perform all of Borrower's obligations pursuant to any deed of trust and any other instrument or lien encumbering the Property, and will not, without the prior written consent of Lender, permit any additional encumbrances or liens, including without limitation, any mechanic's or materialmen's lien, against the Property, or any part thereof, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created by this Deed of Trust. Should any of the foregoing encumber the Property hereafter, without the prior written consent of Lender, Borrower will cause the same to be promptly discharged and released. If Borrower fails to perform any term or condition of any deed of trust encumbering the Property, or of any promissory note secured thereby, or of any other instrument or lien encumbering the Property, such failure to perform shall constitute a default hereunder, and entitle Lender to exercise any and all of the remedies provided herein. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and will cause all debts and liabilities of any character incurred in the maintenance, operation and development of the Property to be promptly paid or bonded off to Lender's satisfaction prior to delinquency, including without limitation, all debts and liabilities for labor, material and equipment and all debts and charges for utilities servicing the Property. Borrower will furnish Lender with receipts showing payment of any taxes and assessments attributable to the Property prior to the applicable default date therefor. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this Section if Borrower, after written notice to Lender, shall diligently and in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, and post security in connection therewith satisfactory to Lender.

7. Property Insurance.

(a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage," which insurance shall be "all risk" insurance in form and substance satisfactory to Lender, and shall be in an amount at least equal to the full replacement value of the buildings, improvements, furniture, furnishings, fixtures, equipment and other items (whether personalty or fixtures) included in the Property, and owned by Borrower, without reduction for depreciation, but in no event less than an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrance on the Property. During any period of construction upon the Property, Borrower shall maintain builder's all risk extended coverage insurance in form and substance and in such amounts as Lender shall require. Borrower shall also maintain comprehensive general liability insurance for personal injury, including without limitation, bodily injury and death or property damage

liability. If the Property is situated in an area now or subsequently designated as having special flood hazards, as defined by the Flood Disaster Protection Act of 1973, as amended, Borrower shall also maintain flood insurance in an amount equal to 100% of the appraised value of the Property or the maximum amount of flood insurance available, whichever is the lesser. In addition, Borrower shall maintain such other insurance on the Property in such amounts as may from time to time be required by Lender, against other insurable hazards or casualties which at the time are commonly insured against in the case of property with similar characteristics. All such insurance shall be subject to the approval of Lender as to insurance companies, amounts, content and forms of policies and expiration dates. All of the foregoing shall hereinafter be referred to as "**Property Insurance**."

Any insurer providing Property Insurance shall be qualified to write insurance in Colorado, and shall be approved by Lender. All insurance policies and renewals thereof shall name Lender as an additional insured or include a standard mortgagee clause in favor of and in form acceptable to Lender, and shall provide that the insurer shall notify Lender at least ten days before cancellation, termination or any material change of coverage. Insurance policies and any renewals thereof shall be furnished to Lender prior to the effective dates and renewal dates thereof, and Lender shall have the right to retain the policies and renewals thereof.

(b) In the event of loss, Borrower shall give prompt written notice to the insurer and Lender. Lender may make proof of loss if not made promptly by Borrower.

(c) Property Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired, as determined by Lender in its sole discretion. If restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, Property Insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If Lender determines that restoration is economically feasible, then the Property Insurance proceeds shall be used or applied in the manner set forth in the Loan Agreement. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within fifteen days from the date notice is given in accordance with **Section 21 (Notice)** by Lender to Borrower that the insurer offers to settle a claim for Property Insurance benefits and establish to the satisfaction of Lender that Borrower is diligently and in good faith pursuing settlement of such claim, Lender is authorized to collect and apply the Property Insurance proceeds, at Lender's option, to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in **Section 4 (Payment of Principal and Interest)**, or change the amount of such installments.

Notwithstanding anything herein to the contrary, if pursuant to **Section 14 (Default; Acceleration; Foreclosure; Other Remedies)** the Property is acquired by Lender, all right, title and interest of Borrower in and to any Property Insurance, and the

proceeds thereof, resulting from damage to the Property prior to sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

8. Representations of Borrower. Borrower, for itself and its successors and assigns, represents, warrants and covenants as follows:

(a) Borrower is solvent and no bankruptcy or insolvency proceedings are pending or contemplated by Borrower or, to Borrower's knowledge, against Borrower or by or against any joint venture or partner of Borrower;

(b) Borrower is a limited liability companies duly organized, registered and existing under the laws of the State of Colorado and is in good standing under the laws of the State of Colorado with the power to own the Property and carry on its business as now being conducted;

(c) the Note, this Deed of Trust, and all other instruments evidencing or securing the Note (collectively, the "**Loan Documents**"), constitute the legal, valid and binding obligations of Borrower and any other party thereto;

(d) the execution and delivery of, and performance under the Loan Documents are within Borrower's powers and have been duly authorized, by all requisite action and are not in contravention of law or Borrower's organizational and governing documents; and

(e) the execution and delivery of the Loan Documents do not contravene, result in a breach of or constitute a default under any contract or agreement affecting the Property, or to which Borrower is a party or to which Borrower or any of its properties may be bound and do not violate or contravene any law, order, decree, rule or regulation to which Borrower or the Property is subject.

9. Preservation and Maintenance of Property; Compliance with Governmental Regulations; Borrower's Existence. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property provided, however, that the termination of any lease upon the Property shall expressly not be deemed waste or impairment of the Property. Borrower shall perform all of Borrower's obligations pursuant to any leases, declarations, covenants, bylaws, rules, or other documents governing the use, ownership, or occupancy of the Property. Borrower shall not use or occupy, or allow the use or occupancy of, the Property in any manner which constitutes a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto. Borrower shall not initiate or, through any act or failure to act, acquiesce in any zoning reclassification of the Property or seek any variance under existing zoning ordinances applicable to the Property which will materially and adversely affect the Property or Borrower's ability to satisfy its obligations to Lender, except with Lender's prior written consent, or use or permit the use of the Property in such a manner as would result in such use becoming a non-conforming use under applicable zoning ordinances or other applicable laws, rules or regulations. Borrower shall comply with all the laws, acts, rules, regulations and orders of any federal, state, or local, legislative,

administrative or judicial body, commission or officer exercising any power of regulation or supervision over Borrower or the Property for the construction, non-compliance with which would materially adversely affect Borrower's ability to perform the obligations of any of the Loan Documents to which it is or is to be a party or to construct, own or operate the Property, unless the same is being contested in good faith and by appropriate proceedings and such contest shall operate to stay the material adverse effect of any such non-compliance. Borrower will maintain its existence as a limited liability company, as currently constituted.

10. Books and Records. Borrower shall keep accurate books and records in accordance with sound accounting principles in which full, true and correct entries shall be promptly made as to all operations of the Property.

11. Protection of Lender's Security; Indemnification. If Borrower defaults pursuant to the covenants and agreements contained in this Deed of Trust, the Note, or any other instrument evidencing or securing the indebtedness secured by this Deed of Trust, or if a default occurs in regard to any other deed of trust or other lien encumbering the Property, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. If any legal proceedings are instituted challenging the validity or priority of this Deed of Trust or of any rights, titles, liens or security interests created or evidenced hereby, Borrower shall give prompt written notice thereof to Lender and at Borrower's own cost and expense will endeavor to cure any defect that may be claimed, and will take all necessary and proper steps for the defense of any such legal proceedings, including but not limited to, the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims. Borrower hereby assigns to Lender any right Borrower may have by reason of any encumbrance of the Property, or by law, or otherwise, to cure any default under any other encumbrance of the Property, and hereby specifically authorizes Lender, at Lender's option, to act as Borrower's agent in order to accomplish any of the foregoing.

Borrower hereby assigns to Lender the right, but without any obligation of Lender to exercise such right, to pay obligations and indebtedness of Borrower, discharge monetary liens against the Property, satisfy judgments against Borrower or obtain releases of judgment liens against the Property, all on behalf of and in the name of Borrower.

Any amounts disbursed by Lender pursuant to this Section, with interest thereon at the Default Rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest. Nothing contained in this Section shall require Lender to incur any expense or take any action hereunder.

Borrower shall indemnify and hold harmless Lender from and against, and reimburse it for, all claims, liabilities, penalties, and expenses (including, without limitation, reasonable attorneys' fees) which may be asserted against or incurred by reason of any bodily injury or death or property damage occurring in, upon or in the vicinity of the Property through any cause whatsoever, or asserted against them on account of any such act performed or omitted to be performed hereunder

or on account of any transaction arising out of or in any way connected with the Property or with this Deed of Trust, the Note, or any other instrument evidencing or securing the obligations secured by this Deed of Trust, save and except for their gross negligence and willful misconduct. Any amount to be paid hereunder by Borrower to Lender shall be a demand obligation owing by Borrower to Lender and shall be secured by this Deed of Trust.

12. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property at any reasonable time, in accordance with the provisions of the Loan Agreement.

13. Condemnation. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any portion thereof, Borrower shall notify Lender of the pendency of such proceedings and the time and place of all meetings, hearings, trials or other proceedings relating thereto. Lender may participate in any such proceedings, and Borrower shall from time to time deliver to Lender all instruments required by it to permit such participation. Borrower shall, at its expense, diligently prosecute any such proceedings, and shall consult with Lender, its attorneys and experts, and cooperate with them in the conduct of or defense of any such proceedings. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender and shall be applied, first, to reimburse Lender or Trustee for all costs and expenses, including reasonable attorneys' fees, incurred in connection with collection of such proceeds and, second, to restoration and repair of the Property, so long as the remaining uncondemned portion of the Property has an appraised market value, from an appraiser of Lender's choice, of not less than the Note balance (if it does not, then it shall be used in accordance with the third priority of application), and, third, at Lender's option, may be applied to the reduction of the indebtedness secured hereby, or to the restoration or repair of the Property, or released to Borrower to make the necessary restoration or repairs. Lender is hereby empowered, in the name of Borrower, to receive and give acquittance for or to appeal from any such award, judgment or decree whether it be joint or several. Lender shall not be, in any event or circumstance, liable or responsible for failure to collect, or exercise diligence in the collection of, any such proceeds, judgments, decrees or awards.

Any application of proceeds to principal shall not extend or postpone the due date of the installments referred to in **Section 4 (Payment of Principal and Interest)**.

14. Default; Acceleration; Foreclosure; Other Remedies. The term "**Event of Default**" as used in this Deed of Trust shall mean the occurrence of any of the following events:

(a) Borrower's failure to pay any amount required to be paid under the Note, this Deed of Trust or any other Loan Document, on or before its due date, if such failure remains uncured upon the expiration of thirty (30) days after written notice given by Lender to Borrower (which notice may be the same as, and not in addition to, any notice provided pursuant to any other of the Loan Documents and which time period shall run concurrently with the time period connected to such other notice) , whether pertaining to periodic interest payments, to payment at maturity or when accelerated pursuant to any power to accelerate;

(b) Failure of Borrower to timely perform or observe any nonmonetary term, covenant, condition or obligation contained in the Note, this Deed of Trust or other Loan Documents, if such failure remains uncured upon expiration of sixty (60) days after written notice thereof is given by Lender to Borrower; provided, that such 60-day period shall be extended for a reasonable period (but in no event for a period longer than ninety (90) days from the date of the notice) if: (i) such default cannot be cured within sixty (60) days despite Borrower's diligent and good-faith efforts; (ii) Borrower commences all action necessary to cure such default immediately upon receipt of Lender's written notice and provides Lender with its written plan to cure; (iii) Borrower posts such security for Borrower's performance as Lender deems satisfactory in Lender's reasonable discretion; and (iv) if Borrower diligently pursues such cure to completion;

(c) Any representation or warranty contained herein or in the Loan Documents or in any writing furnished in connection with or pursuant to this Deed of Trust or any of the Loan Documents shall be inaccurate, incomplete, false or misleading in any material respect;

(d) Borrower becomes insolvent, or makes a transfer in fraud of creditors, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or if any order for relief is entered against Borrower under the Federal Bankruptcy Code or any similar law of the United States or any state thereof, or if Borrower threatens to seek relief under the Federal Bankruptcy law or any similar law of the United States or any state thereof, or if Borrower requests or consents to any composition, arrangement, extension, reorganization or other relief of debtors;

(e) A receiver or trustee is appointed for all or substantially all of the assets of Borrower or for any of the Property in any proceeding brought by Borrower or any such receiver or trustee shall be appointed in any proceeding brought against Borrower;

(f) Borrower abandons all or a portion of the Property, except for dedications of portions of the Property to governmental authorities made with the consent of Lender;

(g) The death, dissolution, liquidation or termination of the existence of Borrower;

(h) So much of the Property is taken in condemnation, or sold in lieu of condemnation, or the Property is so diminished in value due to damage to the Property, that the remainder thereof cannot, in the judgment of Lender, continue to be operated profitably for the purpose for which it was being used immediately prior to such taking, sale or diminution, or that the remainder thereof does not, in the reasonable judgment of Lender, adequately secure the loan; or

(i) A Transfer (as defined in **Section 15 (Transfer or Encumbrance of the Property; Due on Transfer or Encumbrance)**) occurs.

The above-stated periods after default within which Borrower can cure such default do not apply to, and are specifically waived by Borrower with regard to any emergency default situation or circumstance in which Lender, in good faith, determines that unless the cure period is waived, the collateral, or Lender's ability to collect or execute thereon, would be substantially impaired.

Upon a default, at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable. To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise and otherwise provide notice of the time and place of the sale of the Property, in the manner as may then be provided by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may deem best and in such order as Trustee may determine. Trustee shall, upon expiration of applicable redemption periods, execute and deliver a Public Trustee's deed. The sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against Borrower and all other persons claiming the Property, or any part thereof by, from, through or under Borrower. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (i) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (ii) to all sums secured by this Deed of Trust; and (iii) the excess, if any, to the person or persons legally entitled thereto.

This instrument shall be effective as a mortgage as well as a deed of trust, and upon the occurrence of a default, may be foreclosed as to any of the Property in any manner permitted by the laws of the State of Colorado.

15. Transfer or Encumbrance of the Property; Due on Transfer or Encumbrance. The following events shall be referred to herein as a "**Transfer**": (i) A voluntary or involuntary transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), without the prior written consent of Lender including, without limiting the generality of the foregoing, a transfer resulting from eminent domain proceedings (subject to the provisions of **Section 13**), or foreclosure; (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein) unless such contract by its express terms automatically terminates within 120 days of its date of execution (and it does terminate within that time); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of ten years or in excess of three years if accompanied by an option to purchase the Property; (iv) or the transfer or sale of more than a 50% interest of Borrower, except such transfer or sale to Lender. In the event of each and every

Transfer, all sums secured by this Deed of Trust shall be immediately due and payable, without notice or any action by Lender.

16. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents and income of the Property, including all rents, royalties, revenues and rights accruing pursuant to all leases and tenancies now or hereafter affecting the Property and pursuant to all present and future oil, gas and mining leases affecting the Property; however, Borrower shall, prior to a default, have the right to collect and retain such rents as they become due and payable.

Borrower shall perform every obligation of the landlord and shall enforce every obligation of the tenant in every lease that is assigned to Lender or any tenancy in which the rents are assigned to Lender (except, as is required in the ordinary course of Borrowers business) and shall not modify, alter, waiver or cancel any such lease or any part thereof (except as is required in the ordinary course of Borrowers business), nor anticipate for more than one month any rents that may be collectible under any such lease and shall not further assign any such lease or any such rents without the prior written consent of Lender. Lender may (but shall not be obligated to) take any action Lender deems necessary or desirable to prevent or cure any default by Borrower under any of such leases. Lender shall have the right to enter upon the Property and any other property owned or controlled by Borrower which is affected by any of the terms, conditions, provisions, covenants and agreements of any of the tenant leases to such extent and as often as Lender, in its sole discretion, deems necessary or desirable in order to prevent or cure any default by Borrower. Lender may expend such sums of money as Lender, in its sole discretion deems necessary for any such purpose, and charge to Borrower the cost thereof as provided herein.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after a default, and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice, notice being hereby expressly waived. Borrower hereby consents to the appointment of such receiver, waives any and all defenses to such appointment and agrees not to oppose any application therefor.

Upon a default, Lender, in person, by agent, or by judicially-appointed receiver, shall be entitled to enter upon, take possession of, and manage the Property, without interference from Borrower, and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received. All such expenses and liabilities incurred by Lender or the receiver, if not paid from rents as hereinabove provided, shall constitute a demand obligation owing by Borrower and shall accrue interest from the date of expenditure until paid at the default rate of interest provided in the Note, all of which shall constitute a portion of the indebtedness secured hereby. If necessary to obtain the possession provided for above, Lender or the receiver may invoke any and all legal remedies to dispossess Borrower. In connection with any action taken by Lender or the

receiver pursuant to this paragraph, Lender or the receiver shall not be liable for any loss sustained by Borrower resulting from any failure to let the Property, or any part thereof, or from any other act or omission of Lender or the receiver in managing the Property or any part thereof, or the exercise of rights or remedies hereunder. Except as to such liability arising out of the gross negligence or the willful misconduct of the Lender, Borrower does hereby agree to indemnify Lender and the receiver for, and to hold Lender and the receiver harmless from, any and all liabilities, loss or damage which may be incurred by Lender or the receiver under any lease or tenancy agreement affecting the Property, or under this Deed of Trust, or the exercise of rights or remedies hereunder and from any and all claims and demands whatsoever which may be asserted against Lender or the receiver by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any such lease or tenancy agreement. Should Lender or the receiver incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and shall be a demand obligation hereunder. Nothing in this paragraph shall impose any obligation upon Lender or the receiver for the control, management or repair of the Property, or for any of the terms and conditions of any such lease or tenancy agreement; nor shall it operate to make Lender or the receiver responsible or liable for any waste committed on the Property by a tenant or by any other party or for any dangerous or defective condition of the Property, or for any negligence in the management, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Borrower hereby assents to, ratifies and confirms any and all actions of Lender or the receiver with respect to the Property pursuant to this paragraph.

17. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by Borrower nor Borrower's successors in interest. The lien of this Deed of Trust shall remain in full force and effect during any modification, postponement, extension or renewal of the time of payment of the indebtedness or any part thereof secured hereby. Lender is hereby subrogated to the lien of any mortgage, deed of trust or other lien discharged, in whole or in part, by the proceeds of the indebtedness secured hereby.

18. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy. No covenant, agreement, or term or condition in this Deed of Trust or the Note to be performed or complied with by Borrower, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Lender. No waiver of any breach shall affect or alter this Deed of Trust, but each and every covenant, agreement, term and condition of this Deed of Trust and the Note shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

19. Remedies Cumulative. Each remedy provided in the Note, this Deed of Trust, or any other instrument evidencing or securing the indebtedness secured by the Deed of Trust, is distinct from and cumulative to all other rights or remedies under the Note, this Deed of Trust, or

any other instrument evidencing or securing the indebtedness secured by the Deed of Trust, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

20. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of **Section 15 (Transfer or Encumbrance of the Property; Due on Transfer or Encumbrance)**. The captions and headings of title paragraphs in this Deed of Trust are for convenience only, and are not to be used to interpret or define the provisions hereof.

21. Notice. Any notice to Borrower provided for in this Deed of Trust shall be in writing and may be given and be effective upon (a) delivery to Borrower, or (b) mailing such notice by registered or certified mail, return receipt requested, postage prepaid, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein; and, any notice to Lender shall be in writing and shall be given and be effective upon (i) delivery to Lender, or (ii) mailing such notice by registered or certified mail, return receipt requested, postage prepaid, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice of a change of address shall be deemed to be given and effective when actually received by the party to whom such communication was sent. This notice provision shall not be deemed the exclusive manner that Lender must use to give notice to Borrower, but to the contrary is merely a means of notice agreed between Lender and Borrower to be acceptable. Notice to Borrower may also be given in any other manner provided by law or by agreement.

22. Governing Law; Severability. The Note and this Deed of Trust shall be governed by and construed and enforced in accordance with the internal laws of the State of Colorado, without reference to any choice or conflict of laws principals. Jurisdiction and venue for any legal action relating to the interpretation or enforcement of the provisions of the Note, this Deed of Trust or the obligations arising hereunder shall be exclusively in the United States District Court for the State of Colorado sitting in the City and County of Denver, Colorado. Borrower hereby submits itself to the personal jurisdiction of the United States District Court for the State of Colorado sitting in the City and County of Denver, Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

23. Release of Deed of Trust. Upon payment of all sums secured by this Deed of Trust and performance of all of the obligations secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees.

24. Maximum Interest. Any provision contained herein, in the Note or in any other instrument evidencing, securing or otherwise relating to any of the secured indebtedness to the contrary notwithstanding, Lender shall not be entitled to receive or collect, nor shall Borrower be obligated to pay, interest on any of the secured indebtedness in excess of the maximum rate of interest permitted by applicable law, and if any provision herein, in the Note or in such other

instrument evidencing, securing or otherwise relating to any of the secured indebtedness, shall ever be construed or held to permit the collection or to require the payment of any amount of interest in excess of that permitted by applicable law, the provisions of this paragraph shall control and shall override any contrary or inconsistent provision herein, or in the Note, or in such other instrument.

25. Waiver of Exemptions. Borrower hereby waives all right to the marshalling or separate sale of Borrower's assets, including the Property, or to the exemption of homestead and any other exemption in the Property under State or federal law presently existing or hereafter enacted. Borrower agrees that it will not plead or assert the benefit or advantage of any law now or hereafter will force providing for any appraisement, valuation, stay, moratorium or extension, and Borrower, its representatives, successors and assigns, hereby waive and release all rights of valuation, appraisement, stay of execution, notice of election or intention to mature or declare due the whole of the secured indebtedness and all rights to a marshalling of the assets of Borrower, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created, or classification of the Property as "agricultural real estate." Borrower hereby waives the right to plead any statute of limitations as a defense to any demand secured hereby, to the fullest extent permissible by law.

26. Rights Under Other Agreements. If the indebtedness secured hereby or any other indebtedness of Borrower to Lender is now or hereafter further secured by any other agreement of any nature whatsoever (whether pertaining to real or personal property) and there exists any default by Borrower under the provisions of this Deed of Trust or any of such agreement, Lender may, at its option, enforce any one or more of such agreements as well as this Deed of Trust, either concurrently or independently, and in such order as it may determine, and may apply the proceeds received therefrom against such indebtedness, without waiving or affecting the status of any breach or default of any other right or power whether contained herein or exercised hereunder or whether contained in or executed under any such agreement.

27. Hazardous Waste Indemnity. Borrower hereby agrees to indemnify and hold harmless the Lender of and from, any and all, liability, loss, cost or expense (including legal fees), arising under or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or pursuant to any other similar state act, which may hereafter become owed by the Lender to or for the benefit of the Environmental Protection Agency ("**EPA**") or to any state authority and which arises out of, is based upon, or pertains to the clean upon, the removal by the EPA (or by an agent or contractor of the EPA) or by a state agency (or by an agent or contractor of the state agency) of hazardous wastes from the Property. The provisions of this Section shall expressly survive the termination, cancellation or release of this Deed of Trust, including, but not limited to, a cancellation due to foreclosure or deed in lieu of foreclosure.

28. Gender; Titles. Pronouns of any gender shall include the other genders, and either the singular or plural shall include the other; and the term "Lender" shall include any subsequent holder of the indebtedness secured hereby.

29. Time of Essence. Time is of the essence hereof. No substantial performance by the Borrower shall be deemed adequate compliance with Borrower's obligations hereunder, all of which obligations must be strictly and completely performed.

1.1 Financing Statement; Construction Mortgage. This instrument is intended to be effective as a security agreement and as a financing statement which is filed as a "fixture filing" pursuant to § 4-9-502 of the Colorado Uniform Commercial Code with respect to the following types of goods which are or will be fixtures related to the Property: goods, fixtures, equipment, appliances, furnishings, and other personal property of whatever nature. For the purposes of this Section, Borrower is the Debtor and Lender is the Secured Party, whose printed name on the first page hereof is adopted as Lender's signature solely for this purpose. To the extent any of the Property may be or has been acquired with funds advanced pursuant to the Note, this security interest shall be a purchase money security interest. This instrument is a "Construction Mortgage" (as defined in § 4-9-334(h) of the Colorado Uniform Commercial Code) to the extent that it secures an obligation incurred for the construction of improvements on the Property, including the acquisition of the Property. The Borrower agrees that Lender may, to the extent permitted by applicable law, prepare and file financing statements, amendments thereto, and continuation statements without the signature of the Borrower and file any financing statement, amendment thereto or continuation statement electronically.

30. Escrow Funds for Taxes and Insurance. Upon request by Lender, at Lender's option, at the time of each monthly payment, Borrower shall deposit with Lender, a sum (herein referred to as "**Funds**"), estimated initially and from time to time by Lender in accordance with the Loan Agreement, necessary to pay the annual payments of real estate taxes, assessments and insurance premiums which may attain priority over this Deed of Trust, taking into account any excess Funds not used or shortages.

Lender shall apply the Funds to pay taxes, assessments and insurance. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Upon request, Lender shall give to Borrower an annual accounting of the Funds. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes and assessments as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 10 days from the date notice is given in accordance with **Section 21 (Notice)** to Lender to Borrower requesting payment thereof. Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender.

31. Partition. Following foreclosure, neither Lender nor Borrower shall institute or cause to be instituted any partition or division of the Property without the written consent of the other. This restriction against partition during such period does not deprive Lender or Borrower of their right to convey or transfer their interest in the Property to any other person or entity.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust, Security Agreement and Financing Statement as of the day and year first written above.

T.P. MAIN STREET L.L.C.,
a Colorado limited liability company

By: Timothy Peters, President and Sole Manager
Timothy Peters, President and Sole Manager

STATE OF COLORADO)
) ss.
County of Las Animas)

This Deed of Trust was acknowledged before me this 18 day of August, 2014, by Timothy Peters, as President and Sole Manager, as Manager of T.P. MAIN STREET L.L.C., a Colorado limited liability company on behalf of the company.

WITNESS my hand and official seal.
My Commission expires: 11-15-14

GLENNA ZAMORA NOTARY PUBLIC STATE OF COLORADO

Glenna Zamora
Notary Public

EXHIBIT B

Title Exceptions

1. [Deed of Trust in favor of International Bank recorded March 26, 2008, at Book 1076, Page 21, as amended].

INSERT EXCEPTIONS FROM COMMITMENT

DR 8524 (09/24/13)
COLORADO DEPARTMENT OF REVENUE
Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver CO 80203

Colorado Medical Marijuana License Bond

Name of Bonding Company Philadelphia Indemnity Insurance Company

Bond Number PB11499801169

Effective Date: 05/13/2014

KNOW ALL PERSONS BY THESE PRESENTS:

That we, TP Main Street llc, Street Address 16018 Manilla Lane, City Boncarbo, County of Las Animas, State of Colorado, as **Principal**, and Philadelphia Indemnity Insurance Company, a surety company qualified and authorized to do surety business in the State of Colorado, as Surety, are held and firmly bound unto the State of Colorado to indemnify the State or local governmental entity for any loss suffered by reasons of violation of the conditions hereinafter contained in the penal sum of FIVE THOUSAND DOLLARS ($5,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal is applying for the issuance or renewal of a license issued pursuant to the Colorado Medical Marijuana Code, Article 43.3 of Title 12 of the Colorado Revised Statutes, which license or license renewal shall be valid, if not suspended or revoked, for a license period ending one year from the last day of the month of issuance of the license or renewal;

NOW, THEREFORE, if the Principal is granted a license by the State pursuant to Article 43.3 of Title 12 of the Colorado Revised Statutes, during the term of said license and any renewal thereof, the Principal shall report and pay all sales and use taxes due the State of Colorado, or due any other entity for which the State is the collector or collecting agent, in a timely manner as provided by law.

IT IS FURTHER PROVIDED that the aggregate liability of the Surety for all breaches of the condition of this bond, regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid shall not exceed the amount of the bond.

IT IS FURTHER PROVIDED that pursuant to Section 12-43.3-304(2), C.R.S., the Surety shall not be required to make payments to the State of Colorado claiming under this bond until a final determination of failure to pay taxes due to the State has been made by the State Licensing Authority or a court of competent jurisdiction.

IT IS FURTHER PROVIDED that the Surety shall have the right to cancel this bond for any reason authorized by statute by filing forty-five (45) days' written notice of such cancellation with the Principal and with the State Licensing Authority. If cancellation is based upon nonpayment of premium, this bond may be cancelled by the Surety upon ten (10) days' written notice to the Principal and the State Licensing Authority.

THIS OBLIGATION may be continued from year to year by the issuance by the Surety of a proper continuation certificate delivered to the State Licensing Authority pursuant to Section 12-43.3-304(3), C.R.S.

Dated this 14th day of May, 2014.

For the Principal: _____ For the Surety: _____
John D. Weisbrot, Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

STATE OF Pennsylvania

COUNTY OF Bucks] SS.

On this 14th day of May, 2014, before me, a notary public in and for the above State, personally appeared John D. Weisbrot, to me personally known and being by me duly sworn, did say that he or she is an authorized corporate officer or the Attorney-in-Fact of Philadelphia Indemnity Insurance Company, a corporation duly organized and existing under the laws of the State of Colorado, or authorized to do business therein, and that he or she as such officer executed the foregoing instrument for the purposes herein contained on behalf of said corporation, and further acknowledged that the instrument was executed as the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my name and affixed my official seal on the day and year written above.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
(SEAL) Lisa M. Grimsley, Notary Public
Plumstead Twp., Bucks County
My Commission Expires Sept. 28, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

_____
Notary Public, State of Pennsylvania

My commission expires: _____

PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group

Philadelphia Indemnity Insurance Company
One Bala Plaza, Ste. 100
Bala Cynwyd, PA 19004

BOND RIDER

Bond No: PB11499801169

Principal: TP Main Street llc

Obligee: the State of Colorado

Surety: Philadelphia Indemnity Insurance Company

Effective: May 13, 2014

It is agreed that: Changing Principal Address:
From: 16018 Manilla Lane, Boncarbo, CO 81024
To: 821 E. Main Street, Trinidad, CO 81082

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than stated as above. Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed this 28th **day of** May **. 20** 14 **.**

Principal:

By: Tim Peters - Pres. T.P. Main Street llc
Principal Signature

Philadelphia Indemnity Insurance Company

By: _____
John D. Weisbrot, Attorney-In Fact.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **John D. Weisbrot and Patricia A. Tinsman**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000.00**:

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public: _____

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of May 2014.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

INVOICE

Lance Surety Bond Associates, Inc.
4387 Swamp Road, #287
Doylestown, PA 18902

Customer	TP Main Street LLC 25229
Date	03/10/2015
Customer Service	Williams John
Page	1 of 1

Payment Information	
Invoice Summary	200.00
Payment Amount	
Payment for:	Invoice#126488
PB11499801169	

TP Main Street LLC
16018 Manilla Lane
Boncarbo, CO 81024

Thank You

Please detach and return with payment

Customer: TP Main Street LLC

Invoice	Effective	Transaction	Description	Amount
126488	05/13/2015	Renew policy	Policy #PB11499801169 05/13/2015-05/13/2016 Philadelphia Indemnity Insurance Company STATE OF COLORADO $5,000 MEDICAL MARIJUANA BOND PREMIUM MUST BE RECEIVED BY DUE DATE TO AVOID CANCELLATION DUE DATE 04/13/2015 THANK YOU!	200.00

Total
200.00

Thank You

Lance Surety Bond Associates, Inc. 4387 Swamp Road, #287 Doylestown, PA 18902	(877)514-5146 info@suretybonds.org	**Date** 03/10/2015

Document must be filed electronically.
Paper documents will not be accepted.
Document processing fee $50.00
Fees & forms/cover sheets are subject to change.
To access other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.

E-Filed

Colorado Secretary of State
Date and Time: 08/04/2008 10:00 AM
ID Number: 20081414421
Document number: 20081414421
Amount Paid: $50.00

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

T.P. Main Street L.L.C.

(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

16018 Manilla Lane
(Street number and name)

BonCarbo CO 81024
(City) *(State)* *(ZIP/Postal Code)*

United States
(Province – if applicable) *(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)

Peters Tim
(Last) *(First)* *(Middle)* *(Suffix)*

OR

(if an entity)

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

Street address

16018 Manilla Lane
(Street number and name)

BonCarbo CO 81024
(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) Walsh (Last) Kerry (First) (Middle) (Suffix)

OR

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

Mailing address 173 N. Main St., Suite 400
(Street number and name or Post Office Box information)

Sayville (City) NY (State) 11782 (ZIP/Postal Code)

(Province – if applicable) United States (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 _____.
(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

Walsh (Last) Kerry (First) _____ (Middle) _____ (Suffix)

173 N. Main Street, Suite 400
(Street number and name or Post Office Box information)

Sayville (City) NY (State) 11782 (ZIP/Postal Code)

_____ (Province – if applicable) United States (Country).

(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).

Explanation of funding May 18, 2015

We are using our Main Street property that we purchased in 2008 for our facility. The payment is $1143.13 per month, our balance is aprox $100,000.

We run two businesses that will help finance this new venture. Trinidad Pumping and Peters Enterprises Inc, both established businesses that make money.

We have a home in Montana that is now for sale.

We obtained a construction loan in Aug of 2014 to pay for the construction of the building. That did not work out. That loan is no longer in effect.

SPECIAL WARRANTY DEED

THIS DEED is made June 3, 2014, between Trinidad Pumping, Inc., a Colorado corporation (conveniently referred to as "Grantor"), and T.P. Main Street, LLC, a Colorado,limited liability company, whose address is 16018 Manilla Lane, Bon Carbo, CO 81024 (conveniently referred to as "Grantee").

GRANTOR, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, hereby sells and conveys unto the Grantee, Grantee's heirs, successors and assigns forever, all Grantor's interest in all of the real property, improvements, appurtenances, water and water rights, minerals and mineral rights, and all other associated rights and interests that were described and conveyed in the following described deeds that are recorded in the Las Animas County, Colorado records:

Reception #	Book	Page	Recording Date
1076000019	1076	19	3-18-2008

situate in Trinidad, County of Las Animas, State of Colorado.
Now known as TP Main Street LLC Tract as shown on the plat map recorded August 13, 2009 at Reception No. 200900704086, in the Las Animas County, Colorado records.

with all its appurtenances and warrants the title against all persons claiming under the Grantor, subject to the following:

1. Real property taxes for 2014, a lien niot yet due and payable.
2. Deed of trust, International Bank as beneficiary, recorded March 26, 2008, in Book 1076, Page 21, and Modification of the deed of trust recorded May 28, 2013 in Book 1110 at Page 1646.

Signed this 9 day of ~~June~~ July, 2014.

Trinidad Pumping, Inc., a Colorado corporation

By Juanita Peters, Its President

STATE OF COLORADO)
)ss.
County of Las Animas)

The foregoing instrument was acknowledged before me on ~~June~~ July 9, 2014, by Juanita Peters, on behalf of Trinidad Pumping, Inc., Grantor.

My Commission Expires: 7/14/18

CAROL M BRIMMEIER
Notary Public
State of Colorado
Notary ID 19944011348
My Commission Expires Jul 14, 2018

Carol M Brimmeier
Notary Public

STATEMENT OF AUTHORITY AND INCUMBENCY
ON BEHALF OF T.P. MAIN STREET, LLC
(C.R.S. 38-30-172)

This statement is made and executed for the following reasons: (1a) to provide prima facie evidence of (a) the existence of the following described entity, and (1b) the authority of the following described person or persons to execute instruments, on behalf of the entity, that convey, encumber, or otherwise affect title to real property. This statement is made pursuant to C.R.S. 38-30-172, and supersedes any ~~prior or~~ contrary Statement of Authority or other conflicting recorded document; and (2) to certify to persons and entities that the following persons are fully authorized by proper action to transact business with all persons and entities.

1. *Name of Entity*: T.P. Main Street, LLC
2. *Type of Entity*: Limited liability company
3. *State where formed*: Colorado,
4. *Mailing Address of Entity*:
16018 Manilla Lane, Bon Carbo, CO 81024
5. *Name and Position of Authorized person(s)*:
TimPeters, President and sole manager
6. *Limitations on Authority*: None
7. Other matters concerning the manner in which the Entity deals with any interest in real property: None.

I, further certify that the managers, members, or other authorized persons named above have been duly elected or designated, are now acting and are qualified to sign on behalf of the LLC, and that the resolutions duly adopted by the members of the LLC electing or designating these managers, members or other authorized persons are now in full force and effect.

Juanita Peters

Name: Juanita Peters
Date: ~~June 3, 2014~~ July 9 2014

STATE OF Colorado)
) ss.
County of Las Animas)

Subscribed and sworn to before me on ~~June 3, 2014~~ July 9 2014, by Juanita Peters.

My commission expires: 7/14/18
Witness my hand and official seal:

(SEAL)

CAROL M BRIMMEIER
Notary Public
State of Colorado
Notary ID 19944011348
My Commission Expires Jul 14, 2018

Carol Brimmeier
Notary Public

Consent To Sale and Transfer

The undersigned holder of the deed of trust described herein, International Bank (the "Lender") does hereby waive any rights that it may have to object to the conveyance and transfer of the following described real property and all appurtenant rights (the "Land") to the party named below, and consents to the conveyance and transfer.

The legal description of the Land transferred and conveyed is attached hereto as an exhibit. The Land is presently part of the collateral under a deed of trust given in favor of the Lender, which deed of trust was given to secure payment of a note or notes (the "Note"), and the deed of trust is described below.

Lender:	International Bank	
Grantor:	Trinidad Pumping, Inc.	
Deed of trust:	Date:	
	Recording Date:	March 26, 2008
	Original Principal:	
	Recording Data:	Book: 1076 Page: 21
	County:	Las Animas

By signing this Consent, the Lender is not releasing either (a) any lien or collateral interest that it may have in the Land that is being conveyed and transferred, (b) any of the original makers of the Note from liability to pay the Note.

Lender:

By _____

Name: Joseph V. DeGarbo

Title: President

STATE OF COLORADO)

)ss.

County of Las Animas)

The foregoing instrument was acknowledged before me on June 30, 2014, by Joseph V. DeGarbo, who is authorized to sign this document on behalf of the Lender.

My Commission Expires: 10/15/2015

_____

Notary Public

DESIREE SAKARIASON
Notary Public
State of Colorado

DR 0149 (02/16/11)
DEPARTMENT OF REVENUE
DENVER CO 80261-0013

STATE
COLORADO

CITY
Trinidad

Must collect taxes for:

SALES TAX LICENSE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION (county, city, industry, type, liability date)	ISSUE DATE (month, day, year)	LICENSE VALID TO DECEMBER 31
29960634-0000	05-0102-017 L 060114	Mar 19 14	2015

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION IN A CONSPICUOUS PLACE: T.P. Main Street L.L.C.
821 E Main St Trinidad CO 81082-2722

THIS LICENSE IS NOT TRANSFERABLE

T.P. MAIN STREET L.L.C.
ATTN: TIM PETERS
16018 MANILLA LANE
BONCARBO CO 81024

Barbara J Brohl
Executive Director
Department of Revenue

Detach Here

Letter Id: L0353042624

Important Verification Process

If you are new to Colorado sales tax visit: *www.Colorado.gov/revenue/salestaxbasics*

VERIFY that all information on your sales tax license is correct. Modify and update any errors you identify on the Internet through Revenue Online. **Access your tax account, file returns, submit payments, verify sales tax licenses and view sales tax rates through Revenue Online** at *www.Colorado.gov/RevenueOnline*

All the information you need to register is on this document; have it with you before you begin. Follow these easy steps.

1. Go to ***www.Colorado.gov/RevenueOnline***
2. Click on the **Sign Up (Individual or Business)** link on the right.
3. Click on **Continue**.

Now click on: **Enter Taxpayer Information**. Click on the down arrow in the Account Type list and select Other. Use the first 8-digits of the account number shown on your license. Complete the rest of the screen.

Next click on: **Enter Login Information** and complete the screen (this is information YOU get to create for the account).

Next click on: **Enter Account Information** and complete the screen.

Your Letter ID is: L0353042624

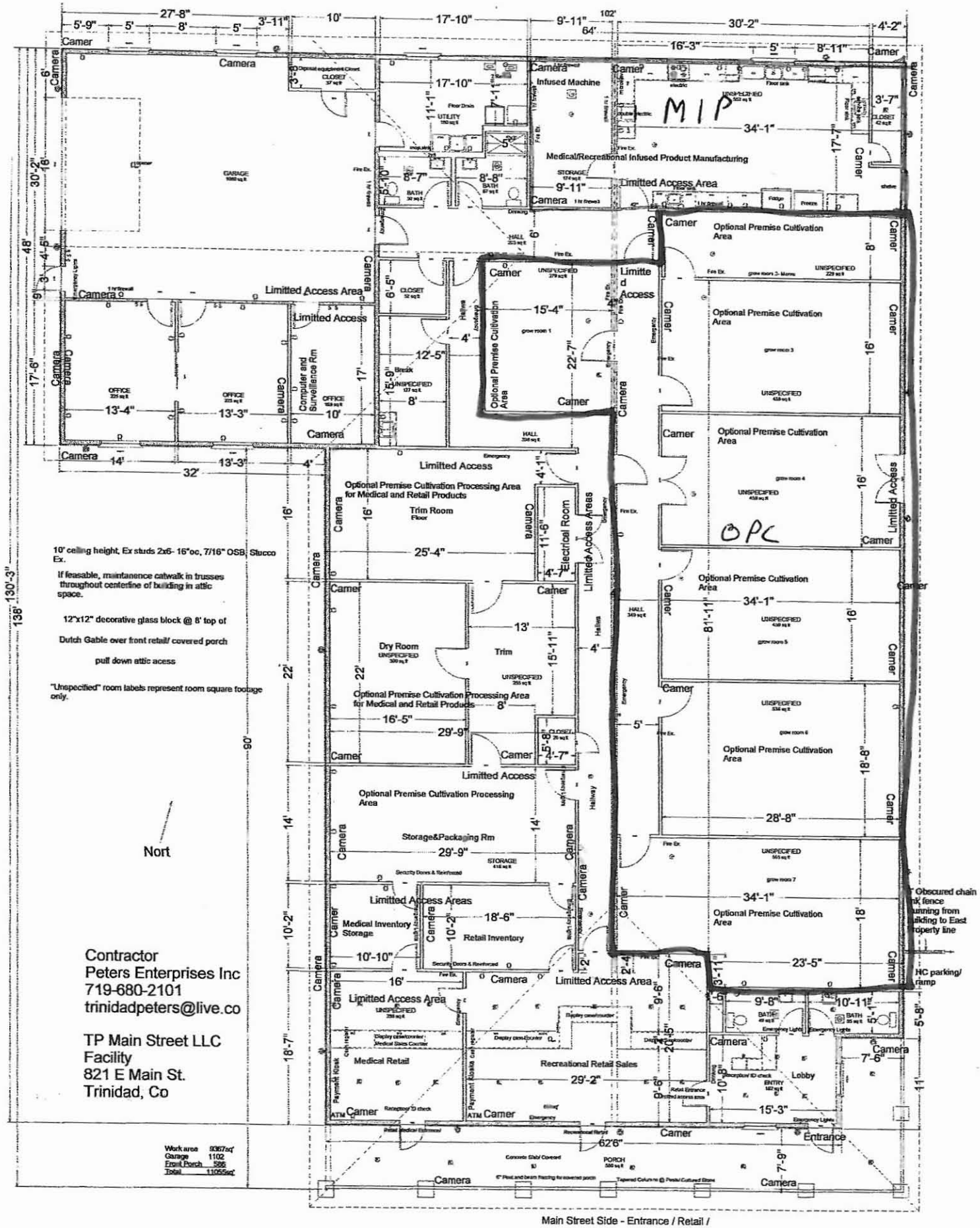
Then click the **Submit** button. You will see a confirmation page on your screen. You should receive a confirmation email from the Colorado Department of Revenue. If you do not, check your Junk email folder. Once you have your Authorization Code return to Revenue Online via the link in your email. Enter the Login ID and Password you created.

1. Click on the **Login** button.
2. Enter the Authorization Code from your email (first time only).
3. Click Login. You should then be in your account. NOTE: If you have additional tax types registered under the same Account Number, such as withholding, you will be able to view those tax types through the account. You do not need to create separate Login IDs and Passwords for each tax in your account.

Filing Returns

To file a return, go to Revenue Online (*www.Colorado.gov/RevenueOnline*). You must file a return for each reporting period. If you have no tax to report, file a "zero" return. Tax reporting and payment are your responsibility. To avoid late penalties and interest, file online on or before the due date. If you discontinue sales, you may close your business location through Revenue Online.

Learn more and avoid unnecessary errors by attending our **free sales tax classes!** Sign up at *www.TaxSeminars.state.co.us*

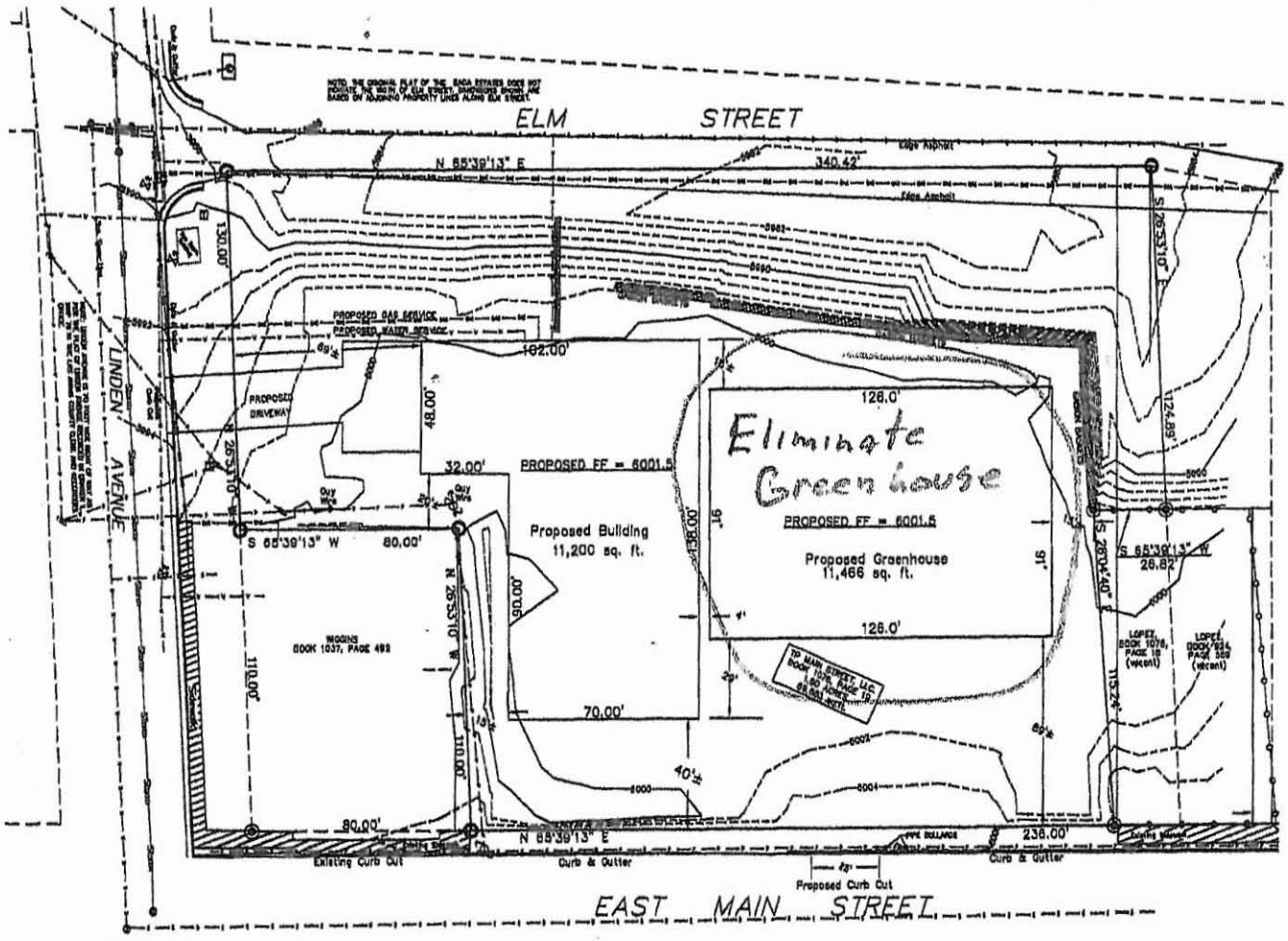

MIP
OPC
Infused Machine
Medical/Recreational Infused Product Manufacturing
Limitted Access Area
Optional Premise Cultivation Area
Optional Premise Cultivation Processing Area for Medical and Retail Products
Trim Room
Dry Room
Trim
Electrical Room
Storage&Packaging Rm
Medical Inventory Storage
Retail Inventory
Medical Retail
Recreational Retail Sales
Lobby
Computer and Surveillance Rm
Camera
Entrance
Nort
10' ceiling height, Ex studs 2x6- 16"oc, 7/16" OSB, Stucco Ex.
If feasable, maintanence catwalk in trusses throughout centerline of building in attic space.
12"x12" decorative glass block @ 8' top of Dutch Gable over front retail/ covered porch
pull down attic acess
"Unspecified" room labels represent room square footage only.
Obscured chain link fence running from building to East property line
HC parking/ ramp
Contractor
Peters Enterprises Inc
719-680-2101
trinidadpeters@live.co
TP Main Street LLC
Facility
821 E Main St.
Trinidad, Co
Work area 9367sq'
Garage 1102
Front Porch 586
Total 11055sq'
Main Street Side - Entrance / Retail /

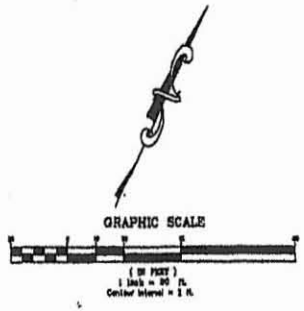
LAND SURVEY PLAT

TP MAIN STREET LLC TRACT

A REPLAT OF ALL OF LOT C, AND PART OF LOT 26 AND ALL OF LOT 27 OF BACA LANDS SUBDIVISION OF THE CITY OF TRINIDAD, COUNTY OF LAS ANIMAS, STATE OF COLORADO.

PART OF THE SW1/4NW1/4, SEC. 15, T-33-S, R-63-W OF THE 6th P.M.





DESCRIPTION

LOT C, PART OF LOT 26 AND ALL OF LOT 27 OF THE BACA LANDS SUBDIVISION TO THE CITY OF TRINIDAD, COUNTY OF LAS ANIMAS STATE OF COLORADO, MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LINDEN AND MAIN STREETS SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 26; THENCE N 65°39'13" E ALONG THE NORTHERLY LINE OF MAIN STREET, 80.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE N 26°53'10" W, ALONG THE EAST LINE OF LOT 26, 110.00 FEET TO A POINT; THENCE S 65°39'13" W, 80.00 FEET TO A POINT ON THE WEST LINE OF LOT 26 WHICH IS ALSO THE EASTERLY LINE OF LINDEN AVENUE; THENCE N 26°53'10" W, 130.00 FEET TO THE NORTHWEST CORNER OF TRACT C; THENCE N 65°39'13" E, ALONG THE SOUTHERLY LINE OF ELM STREET AND THE NORTHERLY LINE OF TRACT C, 340.42 FEET TO THE NORTHEAST CORNER OF LOT C; THENCE S 26°53'10" E ALONG THE EAST LINE OF LOT C AND LOT 27, 124.89 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DEEDED TO LINDA LOPEZ, RECORDED IN BOOK 1076, PAGE 16 IN THE LAS ANIMAS COUNTY CLERK AND RECORDER'S OFFICE; THENCE S 65°39'13" W, 26.82 FEET TO THE NORTHWEST CORNER OF SAID LOPEZ TRACT; THENCE S 26°04'40" E, 115.24 FEET TO A POINT ON THE NORTHERLY LINE OF MAIN STREET, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOPEZ TRACT; THENCE DEPARTING SAID LOPEZ TRACT, S 65°39'13" W, ALONG THE NORTHERLY LINE OF MAIN STREET, 236.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.60 ACRES OR 69,883 sq.ft.

LEGEND

- LOCATED 1/2" REBAR AND PLASTIC CAP MARKED P.L.S. 12160.
- SET 1/2" x 24" REBAR AND PLASTIC CAP MARKED P.L.S. 12160.
- FENCE
- SEWER LINE
- STORM SEWER LINE
- GAS LINE
- OVERHEAD UTILITY LINES
- UNDERGROUND UTILITY LINES
- STORM SEWER MANHOLE
- SEWER MANHOLE
- ELECTRICAL BOX
- TELEPHONE PEDESTAL
- GAS METER
- WATER LINE VALVE
- GAS LINE VALVE
- UTILITY POLE

BASIS OF BEARINGS

BEARINGS HERE OBTAINED FROM USING NGS CONTROL STATION "TRINIDAD II" (BEING AN ALUMINUM ROD DRIVEN IN ROCK) AND USING PUBLISHED NAD83(1992) DATA, BY GPS OBSERVATION OF THE SOUTH LINE OF LOT C, BACA ESTATES, WHICH BEARS S 65°39'13" W. MONUMENTS ARE DESCRIBED ON PLAT. ELEVATIONS ARE BASED ON NAVD88 DATUM

NOTE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

THIS PLAT IS BASED ON THE FINAL SUBDIVISION PLAT RECORDED AUGUST 13, 2009 IN BOOK 1086 PAGE 1460. ALL CONDITIONS OF SAID PLAT ARE APPLICABLE HERETO.

UTILITIES ARE BASED ON VISIBLE EVIDENCE AND FROM PREVIOUS SURVEYS. A UTILITY LOCATE SHOULD BE PERFORMED BEFORE ANY WORK COMMENCES TO VERIFY EXACT UTILITY LOCATIONS.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFIES THAT THE SURVEY REPRESENTED BY THIS PLAT WAS SURVEYED UNDER HIS SUPERVISION AND DIRECTION AND IS CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

GARY L. TERRY
P.L.S. 12160

DATE:	10/27/2014
DRAWING NO.:	1850-14
SHEET	1 of 1
DRAWN BY:	nle
CHECKED BY:	G. TERRY
JOB NO.:	6385-14

TP MAIN STREET LLC TRACT

A REPLAT OF ALL OF LOT C, AND PART OF LOTS 26 AND 27, LOT 27 OF BACA LANDS SUBDIVISION OF THE CITY OF TRINIDAD, COUNTY OF LAS ANIMAS, STATE OF COLORADO.

TERRY SURVEYING, INC.
P.O. BOX 851, TRINIDAD, CO. 81082 (719) 846-6521

Local Approval

CITY of TRINIDAD

P. O. Box 880
TRINIDAD, COLORADO 81082
TELEPHONE (719) 846-9843
FAX NO. (719) 846-4140

BEFORE THE TRINIDAD CITY COUNCIL, ACTING IN THEIR CAPACITY AS THE LOCAL MARIJUANA LICENSING AUTHORITY

TRINIDAD, COLORADO

FINDINGS AND DECISION

IN THE MATTER OF:

T. P. MAIN STREET, LLC
821 E. MAIN STREET
TRINIDAD, COLORADO 81082

New Medical Marijuana Center License and New Medical Marijuana Optional Premise Cultivation Operation License and New Medical Marijuana Infused-Products Manufacturer License

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This matter came on for hearing on the application of T. P. Main Street, LLC at 821 E. Main Street in Trinidad, Colorado, for a Medical Marijuana Center License and a Medical Marijuana Optional Premise Cultivation Operation License and a Medical Marijuana Infused-Products Manufacturer License, before the City Council of the City of Trinidad, Colorado, acting in its capacity as the local licensing authority on July 15, 2014, in City Council Chambers in City Hall. The City Council having reviewed the application and supporting documents, reports of the City Clerk and other City staff, evidence at the hearing and testimony taken during the hearing, makes the following **FINDINGS:**

1. The application is complete and signed by the applicant, and the applicant has paid the appropriate application and license fees.

2. The application appears to be in substantial compliance with all the requirements of Article 11, of Chapter 14 of the Trinidad Municipal Code. The applicant has testified to their willingness to comply with any and all areas of said Article whereby compliance at this time cannot be fully attained or substantiated.

3. According to the testimony of the applicant, the application does not contain any material misrepresentations.

4. The proposed medical marijuana businesses comply with applicable zoning regulations. The City Council hereby finds that based upon the testimony of the applicant, the building in which the proposed medical marijuana businesses will be located will conform to the Trinidad City Codes, including the zoning code and all International Codes adopted by the City.

5. Mr. Tim Peters testified in favor of granting the license. No one testified in opposition.

6. The applicant through the facts and evidence adduced as a result of the City's investigation and testimony provided, made a prima facie showing the members of the limited liability corporation are of good moral character and any employees of their entity will likewise be of good moral character.

7. The City Clerk's report showed that there are currently two medical marijuana-licensed businesses within the City of Trinidad, with one ownership, at one address.

8. Based on the evidence presented at the hearing and the investigative materials provided for the hearing, the City Council finds that the location of the businesses is appropriate, and that the applicant officers are of satisfactory moral character and there is a willingness by the applicants to fully cooperate with the officials of the City in the operation of these businesses.

THEREFORE, the City Council of the City of Trinidad, Colorado, as the local marijuana licensing authority, hereby approves and grants a Medical Marijuana Center License, a Medical Marijuana Optional Premise Cultivation Operation License, and a Medical Marijuana Infused-Products Manufacturer License to T. P. Main Street, LLC at 821 E. Main Street in Trinidad, Colorado. The issuance of said licenses shall be withheld until a certificate of occupancy is issued by the Chief Building Official and upon his absolute confirmation of compliance with all codes adopted by the City of Trinidad.

For the Trinidad City Council, issued this 16th day of July, 2014.

Audra Garrett

Audra Garrett, City Clerk

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,

T.P. Main Street L.L.C.

is a **Limited Liability Company** formed or registered on 08/04/2008 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 20081414421.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/01/2015 that have been posted, and by documents delivered to this office electronically through 05/05/2015 @ 13:43:05.

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 05/05/2015 @ 13:43:05 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9178759.

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."

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For more information or to print copies
of filed documents, visit www.sos.state.co.us.

E-Filed

Colorado Secretary of State
Date and Time: 05/18/2014 10:06 AM
ID Number: 20141307623

Document number: 20141307623
Amount Paid: $20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	20081414421 (Colorado Secretary of State ID number)
True name	T.P. Main Street L.L.C.
Form of entity	Limited Liability Company
Jurisdiction	Colorado.

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

   Trinidad Leaf.

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

   Medical marijuana sales.

4. (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.

5. (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 are _____.
   (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 such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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

Peters	Timothy	Wayne	
(Last)	(First)	(Middle)	(Suffix)

16018 Manilla Lane
(Street number and name or Post Office Box information)

Boncarbo	CO	81024
(City)	(State)	(Postal/Zip Code)

	United States
(Province – if applicable)	(Country – if not US)

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OPERATING AGREEMENT

T.P. MAIN STREET L.L.C.
A COLORADO LIMITED LIABILITY COMPANY

THIS AGREEMENT is made and entered into effective as of June 3, 2014, by and between T.P. MAIN STREET L.L.C., a Colorado limited liability company (the "Company" or "LLC") and Juanita R. Peters and Timothy Peters, hereinafter referred to as "Members."

WITNESSETH:

IT IS AGREED, in consideration of the promises, covenants, performance, and mutual consideration herein as follows:

I

FORMATION OF COMPANY

1.1. *Articles of Organization*. This Company is organized pursuant to the provisions of the Limited Liability Company Laws of the State of Colorado and pursuant to initial Articles of Organization filed with the Secretary of State on August 4, 2008, and amended Articles filed on June 7, 2008. The rights and obligations of the Company and the Members shall be provided in the Articles of Organization and this Operating Agreement.

1.2. *Conflict Between Articles of Organization and this Agreement*. If there is any conflict between the provisions of the Articles of Organization and this Operating Agreement, the terms of this Operating Agreement shall control.

II

CAPITAL CONTRIBUTIONS

2.1. *Contributions*. The capital contributions to be made by the Members and with which the Company shall begin business are as follows:

MEMBER NAME	CONTRIBUTION
Juanita R. Peters	$10,000
Timothy Peters	$10,000

2.2. *No Additional Capital Contributions*. In the event that the cash funds of the Company are insufficient to meet its operating expenses or to finance new investments deemed appropriate to the scope and purpose of the Company as determined by the Managers, the Members may, but shall not be required to make additional capital contributions, in the proportion of their capital contributions. The amount of the additional capital required by the Company and the period during which such additional capital shall be retained by the Company shall be determined by the Managers.

2.3. *Loans*. In lieu of voting an additional assessment of capital to meet operating expenses or to finance new investments, the Company may, as determined by the Managers, borrow money from one or any of the Managers, Members or third persons. In the event that a loan agreement is negotiated with a Manager or Member, he or she shall be entitled to receive interest at a rate and upon such terms to be determined by the Manager, excluding the Manager making said loan, if applicable, and said loan shall be repaid to the Manager or Member, with unpaid interest, if any, as soon as the affairs of the Company will permit. The loan shall be evidenced by a promissory note obligating the assets of the Company. Such interest and repayment of the amounts so loaned are to be entitled to priority of payment over the division and distribution of capital contributions and profit among Members.

III

MEMBERS' ACCOUNTS; ALLOCATION OF PROFIT AND LOSS; DISTRIBUTIONS DISCRETIONARY; LIMITED OPTION TO BECOME MEMBER

3.1. *Capital Accounts*. A separate capital account shall be maintained for each Member. The capital accounts of each Member shall initially reflect the amounts specified in Section 2.1, and, if a Member has merely promised to contribute the amount specified in Section 2.1, the Company shall maintain a corresponding subscription receivable on behalf of that Member. No Member shall withdraw any part of his or her capital account, except upon the approval of the Managers. If the capital account of a Member becomes impaired, or if he or she withdraws said capital account with approval of the Manager, his or her share of subsequent Company profits shall be credited first to his or her capital account until that account has been restored, before such profits are credited to his or her income account. If, during the period when a Member's capital account is impaired or he or she has withdrawn funds therefrom as hereinbefore provided, an additional contribution is required of the Members for the purposes specified in Section 2.2, then the Member with such withdrawn or impaired capital account shall be required to contribute his or her proportionate share of the additional capital contribution and the deficiency then existing in his or her capital account, so as

to return the capital account to the same proportion existing as of the date of the additional contribution. No interest shall be paid on any capital contributions to the Company. In the event that any Member fails to make any additional capital contribution, the sole remedy shall be a claim by the Company against the Member for monetary damages, and Member shall not lose his membership interest as a result of such failure.

3.2. *Income Accounts*. A separate income account shall be maintained for each Member. Company profits, losses, gains, deductions and credits shall be charged or credited to the separate income accounts annually unless a Member has no credit balance in his or her income account, in which event losses shall be charged to his or her capital account, except as provided in Section 3.1. The annual profits, losses, gains, deductions and credits of the Company shall be distributed or charged to the Members as provided in Section 3.3, unless otherwise decided by the unanimous consent of the Members.

The Members may decide to make distributions on other than a prorata basis. No distribution is mandatory under this Agreement. The Members may determine the method of making distributions, regardless of the Membership interest and the allocations among members under paragraph 3.3, and the provisions for distributions of assets under paragraph 3.5, provisions for contributions to the Company, and the requirements of the IRS. No interest shall be paid on any credit balance in an income account.

3.3. *Allocations Among Members*. Initially, the profits and gains of the Company shall be divided and the losses, deductions, and credits of the Company shall initially be borne in the following proportions:

MEMBER	PERCENTAGE
Juanita R. Peters	50%
Timothy Peters	50%

3.4. *Disproportionate Capital Accounts*. No interest or additional allocation profits, losses, gains, deductions and credits shall inure to any Member by reason of his or her capital account being proportionately in excess of the capital accounts of the other Members.

3.5. A Member has no right to demand and receive any distribution from the Company in any form other than cash.

IV

RULES RELATING TO THE MEMBERS

4.1. *Admission of New Members.* Additional Members may be admitted only upon the prior unanimous written consent of all Members.

4.2. *Voting of Members.* A Member shall be entitled to one vote on any matter for which Members are required to vote, without regard to the percentage of a Member's ownership interest. A member may vote in person or by proxy at any meeting of Members. All decisions of the Members shall be made by a majority vote of the Members at a properly called meeting of the Members at which a quorum is present, or by unanimous written consent of the Members.

4.3. *Meetings of Members.*

4.3.1. Meetings of Members may be held at such time and place, either within or without the State of Colorado, as may be determined by the Managers or the person or persons calling the meeting.

4.3.2. An annual meeting of the Members shall be held in the first week of October in each year at such time and place as shall be determined by a resolution of the Managers during each fiscal year of the Company.

4.3.3. Special meeting of the Members may be called by the Managers and by at least one-tenth (1/10th) of all of the Members entitled to vote at the meeting.

4.3.4. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager or any other person calling the meeting, to each Member of record entitled to vote at such meeting. A waiver of notice in writing, signed by the Member before, at, or after the time of the meeting stated in the notice shall be equivalent to the giving of such notice.

4.3.5. By attending a meeting, a Member waives objection to the lack of notice or defective notice unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting. A Member who attends a meeting also waives objection to consideration at such meeting of a particular matter not within the purpose described in the notice unless the Member objects to

considering the matter when it is presented.

4.4. *Quorum and Adjournment.* A majority of the Members entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment; provided, however, that if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

V

RULES RELATING TO MANAGERS AND OFFICERS

5.1. *General Powers.* Management and the conduct of the business of the Company shall be vested in one or two Managers. The Managers may adopt resolutions to govern their activities and the manner in which they shall perform their duties to the Company. All powers and actions of the Managers described herein or otherwise provided by law, can be exercised and taken by the initial Manager, or by the sole Manager, if there is only one.

5.2. *Qualifications of Managers.* Managers shall be natural persons eighteen (18) years of age or older, and are not required to be Members or to be a resident of any particular state.

5.3. *Number, Election, and Term.*

5.3.1. There shall be one initial Manager. The initial Manager shall be Timothy Peters. The number of Managers shall be increased or decreased by the vote or consent of the Members.

5.3.2. The initial Manager shall hold office until such time that his successor or successors have been elected and qualified. The initial Manager shall continue to serve until a successor or successors have been elected and qualified in his or her stead, or until the initial Manager's death, resignation or removal from office. Thereafter, each Manager elected by the Members shall hold office until his or her successor has been elected by the Members and qualified.

5.3.3. Managers shall be elected by a vote or consent of the Members at an annual meeting or at a special meeting called for that purpose.

5.4. *Meetings and Voting.*

5.4.1. Meetings of the Managers may be held at such time and place as the Managers by resolution shall determine.

5.4.2. Written notice of meetings of the Managers shall be delivered at least twenty-four (24) hours before the meeting personally, by telecopier, by electronic mail, or by mail actually delivered to the Manager within the twenty-four (24) hour period. A waiver of notice in writing, signed by the Manager before, at, or after the time of the meeting stated in the notice, shall be equivalent to the giving of such notice.

5.4.3. By attending a meeting, a Manager waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Manager objects to the holding of the meeting or the transacting of business at the meeting.

5.4.4. A majority of the Managers entitled to vote shall constitute a quorum at the meeting of Managers.

5.4.5. All decisions of the Managers shall be made by a majority vote of the Managers at a properly called meeting of the Managers at which a quorum is present, or by unanimous written consent of the Managers, or by the initial Manager, or by the sole Manager, if there is only one.

5.5. *Duties of Managers.*

5.5.1. The Managers shall have the duties and responsibilities as described in the Colorado Limited Liability Company Act, as amended from time to time.

5.5.2. The Managers, or any one of the Managers as designated by resolution of the Managers, shall execute any instruments or documents providing for the acquisition, mortgage, or disposition of the property of the Company.

5.5.3. Any debt contracted or liability incurred by the Company shall be authorized only by a resolution of the Managers, and any instruments or documents required to be executed by the Company shall be signed by the Managers or any one of the Managers as designated by resolution of the Managers.

5.5.4. The Managers may designate any one of the Managers or delegate an employee or agent to be responsible for the daily and continuing operations of the business affairs of the Company, including without limitation accounting, financial, and bookkeeping functions. All decisions affecting the policy and management of the Company, including the control, employment, compensation and discharge of

employees; the employment of contractors and subcontractors; and the control and operation of the premises and property, including the improvement, rental, lease, maintenance, and all other matters pertaining to the operation of the property of the business shall be made by the Managers.

5.5.5. Any Manager may draw checks upon the bank accounts of the Company and may make, deliver, accept or endorse any commercial paper in connection with the business affairs of the Company.

5.6. *Devotion to Duty*. At all times during the term of a Manager, the Manager shall give reasonable time, attention and attendance to, and use reasonable efforts in the business of the said Company; and shall, with reasonable skill and power, exert himself or herself for the joint interest, benefit and advantage of said Company; and shall truly and diligently pursue the Company objectives.

5.7. *Indemnification*. Managers, employees, and agents of the Company shall be entitled to be indemnified by the Company to the extent provided in the Colorado Limited Liability Company Act, as amended from time to time, and shall be entitled to the advance of expenses, including attorneys' fees, in the defense or prosecution of a claim against him or her in the capacity of Manager, employee or agent.

5.8. *Committees*. The Managers may designate, by written resolution, one or more committees, each of which shall be comprised of one or more of its Managers.

5.8.1. Any such committee, to the extent provided in such resolution or the Articles of Organization or by this Operating Agreement, shall have and may exercise all of the authority of the Managers in the management of the business and affairs of the Company, subject to the limitations set forth in the Colorado Limited Liability Company Act, and all amendments thereto.

5.8.2. Each such committee shall keep regular minutes of its proceedings and report the same to the Managers when required.

5.8.3. Any members of any such committee may be removed by the Managers by the affirmative vote of a majority of the Managers, whenever in their judgment the best interests of the Company will be served thereby.

5.8.4. The designation of one or more committees and the delegation of authority to any such committee shall not operate to relieve the Managers of any responsibility imposed upon them by law.

5.9. *Officers*. The Members may, by a vote of the majority of the membership interests held by Members at the time, decide to have one or more officers of the Company.

5.9.1. *Number*. If the Members decide to have officers, then the officers of the Company shall consist of a president and a secretary, each of whom shall be elected by the Members. Such offices may be held by the same person. Any two or more offices may be held by the same person. A Manager may serve as an officer, including without limitation, President or Vice President, with the consent of the Members.

5.9.2. *Election*. If the Members decide to have officers, the Members may, at a properly called meeting of Members, choose a president and a secretary. The officers may be, but need not be, a Manager, a Member, or a resident of any particular state.

5.9.3. *Other Officers*. The Managers may elect or appoint such other officers and agents as they shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Managers.

5.9.4. *Term*. Each officer of the Company shall hold office until a successor is chosen and qualified in his or her stead or until his or her death, resignation or removal from office.

5.9.5. *Removal*. Any officer or agent or member of a committee elected or appointed by the Managers may be removed by the Managers whenever in their judgment the best interest of the Company will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent or member of a committee shall not of itself create contract rights.

5.9.6. *Vacancies*. If any office becomes vacant for any reason, the vacancy may be filled by the Managers. The officer so elected shall be elected for the unexpired term of his or her predecessor in office.

5.9.7. *Compensation determined by Members*. The compensation, if any, of all officers, agents, and Managers shall be fixed solely by the Members.

5.9.8. *Powers*. The Managers may designate one or more persons as officers of the Company who are not Managers. Every officer is an agent of the Company for the purpose of its business and the act of an officer, including the execution in the

name of the Company of any instrument for apparently carrying on in the usual way the business of the Company, binds the Company unless the officer so acting otherwise lacks the authority to act for the Company and the person with whom the officer is dealing has knowledge of the fact that the officer has no such authority.

5.9.9. Each officer shall have, subject to this Operating Agreement, in addition to the duties and powers specifically set forth in this Operating Agreement, such powers and duties as are commonly incident to his or her office and such duties and powers as the Managers shall from time to time designate.

5.9.10. All officers shall perform their duties subject to the directions and under the supervision of the Managers. The president may secure the fidelity of any and all officers by bond or otherwise.

5.9.11. *President*. The President, if one is elected, shall be the chief executive officer of the Company, and subject to the control of the Managers, shall, in general, supervise and control all of the business and affairs of the Company.

The President shall preside at all meetings of the Members and the Managers. The President or any Vice President together with the Secretary or any Assistant Secretary may execute certificates of membership of the Company, any deeds, mortgages, bonds, contract or other instrument, in the name of the Company, which the Managers have authorized to be executed, except in cases where the signing and execution thereof shall be delegated by the Managers or by this Operating Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed and executed.

5.9.12. *Vice Presidents*. In the absence or disability of the President, the Vice President shall perform all the duties of the President. If there is more than one Vice President, the Senior Vice President (in order of their rank as fixed by the Managers, or if not ranked, the Vice President designated by the Managers) shall perform all the duties of the President. When so acting such person shall have all the powers of and be subject to all the restrictions upon the President.

The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Managers or this Operating Agreement.

5.9.13. *Secretary and Assistant Secretaries*. The Secretary shall attend all meetings of the Managers and all meetings of the Members and shall record all votes and the minutes of all proceedings in a book suitable for that purpose, and shall perform

like duties for the standing committees when required. He or she shall give or cause to be given notice of all meetings of the Members and all meetings of the Managers required by this Operating Agreement or law to be given. If for any reason the Secretary shall fail to give notice of any special meeting of the Managers called by one or more of the persons identified in this Operating Agreement, or if he or she shall fail to give notice of any special meeting of the Members called by one or more of the persons identified in this Operating Agreement, then any such person or persons may give notice of any such special meeting.

In addition, the Secretary shall execute together with the President all certificates of membership issued by the Company, in the event that the Company decides to issue such certificates. The Secretary shall also keep a certificate of membership book in which shall be correctly recorded all transactions pertaining to the membership interest of the Company. The Secretary shall have such other powers and perform such other duties as from time to time may be prescribed by him by the Managers or this Operating Agreement.

The Assistant Secretaries in order of their seniority shall, in absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. The Assistant Secretaries shall perform such other duties as the Managers shall prescribe or as provided in this Operating Agreement.

In the absence of the Secretary or an Assistant Secretary, the minutes of all meetings of the Managers and Members shall be recorded by such person as shall be designated by the President or by the Managers.

5.9.14. *Treasurer and Assistant Treasurers.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Managers.

The Treasurer shall disburse the funds of the Company as may be ordered by the Managers, taking proper vouchers for such disbursements. He or she shall keep and maintain or cause to be kept and maintained, the Company's books of account and shall render to the President and Managers an account of all his or her transactions as Treasurer and of the financial condition of the Company and exhibit his or her books, records and accounts to the President or Managers at any reasonable time.

He or she shall disburse funds for capital expenditures as authorized by the Managers and in accordance with the orders of the President, and present to the

President for his or her attention any requests for disbursing funds if in the judgment of the Treasurer any such request is not properly authorized.

He or she shall make a detailed annual report of the entire business and financial condition of the Company. If required by the Members, he or she shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Managers for the faithful performance of the duties of his or her office and for the restoration to the Company, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Company.

The Treasurer shall have such other powers and perform such other duties as from time to time may be prescribed for him by the Members or this Operating Agreement.

5.9.15. *Resignations*. Any officer may resign at any time. For the resignation to be effective, the officer must resign in writing. The resignation shall take effect at the time specified in the written resignation, or, if no time is specified then at the time of its receipt by the President or Secretary. The acceptance of a resignation is not necessary to make it effective, unless expressly so provided in the resignation.

VI

BOOKS

6.1. *Location of Records*. The books of the Company shall be maintained at the registered office of the Company.

6.2. *Access to Records and Accounting*. Each Member shall at all times have access to the books and records of the Company for inspection and copying. Each Member shall also be entitled:

6.2.1. To such information reasonably related to the Member's Membership Interest in the Company;

6.2.2. To have true and full information regarding the state of the business and financial condition and any other information regarding the affairs of the Company;

6.2.3. To have a copy of the Company's federal, state and local income tax returns for each year promptly after they are available to the Company; and

6.2.4. To have a formal accounting of the Company affairs whenever circumstances render an accounting just and reasonable.

6.3. *Accounting Rules*. The books shall be maintained on a cash basis. The fiscal year of the Company shall be the calendar year. Distributions to income accounts shall be made annually. The books shall be closed and balanced at the end of each calendar year and, if an audit is determined to be necessary by vote or consent of the Managers, it shall be made as of the closing date. The Managers may authorize the preparation of year-end profit-and-loss statements, balance sheet, and tax returns by a public accountant.

VII

DISSOLUTION

7.1. *Causes of Dissolution*. The Company shall be dissolved upon the occurrence of any of the following events:

7.1.1. At any time by unanimous agreement of the Members;

7.1.2. Upon the occurrence of events or time specified for dissolution, if any, in the Articles of Organization;

7.2. *Death, Expulsion, Bankruptcy, Retirement or Resignation of a Member; Continuation of Business*. The withdrawal, death, expulsion, bankruptcy, retirement or resignation of a Member shall not cause a dissolution of the Company, and notwithstanding any such event, the remaining Members may continue the business of the Company and purchase the deceased, retired, resigned, expelled or bankrupt Member's ("Withdrawn Member") Membership Interest.

7.3. *Purchase of Withdrawn Member's Membership Interest.*

7.3.1. The purchase price of the Withdrawn Member's Membership Interest shall be equal to the Withdrawn Member's capital account as of the Effective Date, plus his or her income account as of the end of the prior fiscal year, decreased by his or her share of the Company losses, deductions, and credits computed to the Effective Date, and decreased by withdrawals such as would have been charged to his or her income account during the present year to the Effective Date. The purchase price is subject to setoff for any damages incurred as the result of the Withdrawn Member's actions, and nothing in this paragraph is intended to impair the Company's right to

recover damages for the Withdrawn Member's wrongful dissolution of the Company by reason of the Withdrawn Member's expulsion, retirement, resignation, or bankruptcy.

7.3.2. The purchase price determined under Section 7.3.1 shall be paid to the Withdrawn Member as follows:

a. Down payment of 10% of the total amount due;
b. Interest on the unpaid balance of 8% per annum;
c. Equal monthly payments in an amount that would fully amortize the amount due with interest over a period of 5 years.
d. The obligation to pay shall be evidenced by a signed promissory note from the LLC. There shall be no default interest, but attorneys fees and collection costs would be included in its terms. The note shall not be secured.

7.3.3. The Effective Date shall be the date of death of a deceased Member; the date personal notice is received, or the date the certified mail is postmarked, in the case of a retired, resigned, or expelled Member; or the date the notice is delivered to the Withdrawn Member or to the place of business of the Company, in case of bankruptcy of a Member.

7.4. *Distribution of Assets Upon a Dissolution.* In the event of dissolution of the Company, the Managers shall proceed with reasonable promptness to sell the real and personal property owned by the Company and to liquidate the business of the Company. Upon dissolution, the assets of the Company business shall be used and distributed in the following order:

7.4.1. Any liabilities and liquidating expenses of the Company will first be paid;

7.4.2. The reasonable compensation and expenses of the Managers in the process of completing liquidation shall be paid;

7.4.3. The amount then remaining shall be paid to and divided among the Members in accordance with the statutory scheme for distribution and liquidation of the Company under the Colorado Limited Liability Company Act, as amended from time to time.

VIII

EXPULSION OF A MEMBER

8.1. *Causes of Expulsion.* A Member shall be expelled from the Company upon the occurrence of any of the following events:

8.1.1. If a Member shall violate any of the provisions of this Agreement;

8.1.2. If a Member's Membership Interest shall be subject to a charging order or tax lien, which is not dismissed or resolved to the satisfaction of the Managers of the Company within ninety (90) days after notice of assessment or attachment.

8.2. *Notice of Expulsion.* Upon the occurrence of an event described in Section 8.1, written notice of expulsion shall be given to the violating Member either by serving the same by personal delivery or by mailing the same by certified mail to his or her last known place of residence, as shown on the books of said Company. Upon the receipt of personal notice, or the date of the postmark for certified mail, the violating Member shall be considered expelled, and shall have no further rights as a Member of the Company, except to receive the amounts to which he or she is entitled under Section 7.3.

IX

BANKRUPTCY OF A MEMBER

9.1. *Bankruptcy Defined.* A Member shall be considered bankrupt if the Member files a petition in bankruptcy (or an involuntary petition in bankruptcy is filed against the Member and the petition is not dismissed within sixty (60) days) or makes an assignment for the benefit of creditors or otherwise takes any proceeding or enters into any agreement for compounding his or her debts other than by the payment of them in the full amount thereof, or is otherwise regarded as insolvent under any Colorado insolvency act.

9.2. *Effective Date for Bankruptcy.* The Effective Date of a Member's bankruptcy shall be the date that the Managers, having learned of the Member's bankruptcy, give notice in writing stating that the Member is regarded as bankrupt under this Agreement, such notice to be served personally or by leaving the same at the place of business of the Company. As of the Effective Date, the bankrupt Member shall have no further rights as a Member of the Company, except to receive the amounts to which he or she is entitled under Section 7.3.

X

RETIREMENT OR RESIGNATION OF A MEMBER

10.1. *Right to Retire or Resign.* A Member shall have the right, at any time, to retire or resign as a Member of the Company by giving three (3) months' notice to the Company at the Company's place of business. The Members may shorten or lengthen the time that Members may retire or resign, by unanimous vote.

10.2. *Consequences of Retirement or Resignation.* Upon giving notice of an intention to retire or resign, the Withdrawn Member shall be entitled to have his or her Membership Interest purchased as provided in Section 7.3. The Membership Interest of the Withdrawn Member in the Company shall cease and terminate, and the Withdrawn Member shall only be entitled to the payments provided in Section 7.3, subject to any setoff for damages caused by the Member's retirement or resignation.

XI

DEATH OF A MEMBER

11.1. *Death of a Member.* Upon the death of a Member, the deceased Member's rights as Member of the Company shall cease and terminate except as provided in this Article XI.

11.2. *Consequences of Death.* The Managers shall serve notice in writing of the Company's right to purchase the Membership Interest of a deceased Member within three (3) months after the death of the decedent, upon the executor or administrator of the decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last known address of such heir. The Company shall purchase the Membership Interest of the deceased Member as provided in Section 7.3, and the closing of such purchase shall be within thirty (30) days of the notice of such election, except in the event the Company has life insurance on the decedent, in which event the amount and method of payment for the Membership Interest of the deceased Member will be as provided in Section 11.3.

11.3. *Insurance.* The Company may contract for life insurance on the lives of each of the Members, in any amount not disproportionate to the value of each Member's Membership Interest. In the event of death of a Member, insurance proceeds paid to the Company will be used to purchase the Membership Interest of the deceased Member. The purchase price shall be the greater of the amount determined under Section 7.3 or the amount of insurance proceeds received by the Company. The payment of the purchase price to the decedent's representatives or heirs shall be made within thirty (30) days following receipt of the insurance proceeds by the Company.

XII

SALE OF A MEMBER'S INTEREST

12.1. *Provisions Restricting Sale of Membership Interests.* Without the unanimous consent of all Members, no Member can sell, assign, transfer, or present to the other Members a bona fide offer for the sale of their Membership interest. In the event that a Member desires to sell, assign or otherwise transfer his or her Membership Interest in the Company and has obtained a bona fide offer for the sale thereof made by some person not a member of this Company, he or she shall first offer to sell, assign, or otherwise transfer the Membership Interest to the other Members at the price and on the same terms as previously offered him or her, and each of the other Members shall have the right to purchase his or her proportionate share of the selling Member's Membership Interest. If any Member does not desire to purchase the Membership Interest on such terms or at such price and the entire Membership Interest is not purchased by the other Members, no other Member may purchase any part of the Membership Interest, and the selling Member may then sell, assign, or otherwise transfer his or her entire Membership Interest in the Company to the person making the said offer at the price offered. The intent of this provision is to require that the entire Membership Interest of a Member be sold intact, without fractionalization. A purchaser of a Membership Interest of the Company shall not become a Member and shall not participate in the management of the company, without the unanimous consent of the non-selling Members, but shall be entitled to receive the share of profits, gains, losses, deductions, credits, and distributions to which the selling Member would be entitled.

XIII

MEMBERS' COVENANTS

13.1. *Member's Personal Debts.* In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall promptly pay all debts owing by him or her and shall indemnify the Company from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

13.2. *Alienation of Membership Interest.* No Member shall, except as provided in Article XII, sell, assign, mortgage, or otherwise encumber his or her Membership Interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested with him or her in the Company; or do any act detrimental to the best interests of the Company.

XIV
ARBITRATION

14.1. *Arbitration.* The parties hereto agree that any and all claims, controversies or disputes arising from or related to this Agreement, including, but not limited to those claims, controversies or disputes pertaining to the formation, construction, performance, applicability, interpretation, enforceability, or breach of this Agreement, or any claim or assertion that all or part of this Agreement is void or voidable, shall be settled by binding arbitration according to the rules of Colorado Mediators & Arbitrators, LLC (hereafter "CoMA"). Further, venue for the arbitration proceeding shall be in Trinidad, Las Animas County, Colorado. The Parties hereto also agree that any award tendered by the arbitrator may be entered as a judgment in the Las Animas County District Court and enforceable as an order of said court and the Parties hereby submit to the venue and jurisdiction of that court for purposes of enforcement of any arbitration award.

14.2. *Arbitration of Deadlock.* If any vote is required on any matter under this Agreement, and there are neither sufficient votes to approve nor disapprove of the matter, then either party may require that the matter be submitted to arbitration in accordance with the rules of CoMA.

XV

MISCELLANEOUS PROVISIONS

15.1. *Inurement.* This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and each person entering into this Agreement acknowledges that this Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

15.2. *Modification.* This Agreement may be modified from time to time as necessary only by the written agreement of the Company, acting through the vote or consent of its Managers, and the Members.

15.3. *Severability.* The provisions of this Agreement are severable and separate, and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.

15.4. *Governing Law and Venue.* This Agreement and its terms are to be construed according to the laws of the State of Colorado. Further, the place of performance and transaction of business shall be deemed to be in the County of Las Animas, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Las Animas County, Colorado.

15.5. *Counterparts.* This Agreement has been executed in counterparts and each such counterpart shall be deemed an original of the Agreement for all purposes.

15.6. *Creditors.* None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of the Company.

Signature Page

Signed, Agreed, and Understood:

T.P. Main Street L.L.C.

By _____

Timothy Peters

Its Sole Initial Manager and President

Date: June 7, 2014

Members

_____

Juanita R. Peters, an individual

Date: June 7, 2014

_____

Timothy Peters, an individual

Date: June 7, 2014

log

COUNCIL COMMUNICATION

CITY OF TRINIDAD, COLORADO
1876

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: Appointment to the Housing Authority Board

RECOMMENDED CITY COUNCIL ACTION: An appointment is recommended to fill the one vacancy

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Advertisement was made seeking applicants to fill the vacancies as required by ordinance

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

Advertisement was had seeking applicants to fill vacancies. Letters of interest were received as follows:

Housing Authority: Helen Veltri, Nick DeBono

Both applicants meet the required residency and voter registration requirements.

Current Board Composition:

HOUSING AUTHORITY OF THE CITY OF TRINIDAD - (5 yr terms)

Colorado State Statute - 5 members

DATE APPOINTED	APPOINTEE	ADDRESS	PHONE #	TERM EXPIRES
07/08/14	Arsenio Vigil	1208 Arizona Ave.	859-1489	07/01/19
02/05/13	Helen Veltri	611 E. 6th Street	846-3266	07/01/15
07/11/11	Duane Roy	2001 ½ Santa Fe Tr Dr	846-9653	07/01/16
07/09/12	Jennie Garduno	627 Linden Avenue	846-6678	07/01/17
07/16/13	Marie George	829 Tillotson	846-7052	07/01/18

CONTACT FOR INFORMATION:

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

log

Honorable Joseph Reorda, Mayor June 8, 2015

City of Trinidad

135 N. Animas

Trinidad, CO 81082

Dear Mr. Reorda,

My current term as a member of the Board of Commissioners of the Trinidad Housing Authority will expire July 1, 2015. As the Housing Authority has several large projects underway, I would really like to stay on the Board to see that these projects are completed properly. Therefore I am respectfully requesting that I be appointed for the position as Board Member for an additional term of 5 years.

Your consideration of my request will be greatly appreciated. If you or any member of Council would like to ask questions please feel free to call me at 719-422-8217

Sincerely,

Helen Veltri

Helen Veltri

611 E. 6th Street

Trinidad, CO 81082

Verified voter regis + residency AS

City of Trinidad

JUN 10 2015

City Clerk's Office

June 8, 2015

Trinidad Mayor
City Clerk's Office
135 N. Animas Street
Trinidad, Colorado 81082

City of Trinidad
JUN 10 2015
City Clerk's Office

verified voter regs + residency

Re: Letter of interest on the Housing Authority

Dear Mayor and City Councilman;

My name is Nick DeBono and I would like to express my interest and desire to sit on the Trinidad Housing Authority Board.

I graduated from TSJC from building trades, I served eight (8) years on the City Planning Commission, I was also appointed Public Trustee for Las Animas County in 1961. I have served 10 years on the E-911 board, and also served 28 years on the Las Animas County Health Department Board and had a room named after me.

I am a Veteran of the Korean War, and served for 24 months. Currently I am the Veterans Officer for Las Animas County. I believe a veteran has never been on the Housing Authority Board. Currently I serve on the Las Animas County Rehab Board and serve as President. I was elected by all the Veterans in the State of Colorado to serve as the State of Colorado Veterans President in 1992 to 1996.

In 2000 to 2008 I was elected to serve 2 terms on the City Council, and continue to be very active in our community. I also served on the Trinidad Catholic High School Board for 10 years.

I believe my experience and expertise would be an asset and a great contribution to the Housing Authority.

Thank you for considering my interest to be appointed to fill the one (1) vacancy on the Housing Authority.

If you should have any questions or would like to interview, please contact me at 719-845-1111 or 719-846-3940.

Very Truly Yours,

Nick G. DeBono

Nick G. DeBono

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: Appointment to the to the Library Advisory Board

RECOMMENDED CITY COUNCIL ACTION: An appointment is recommended to fill the one vacancy

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Advertisement was made seeking applicants to fill the vacancies as required by ordinance

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

Advertisement was had seeking applicants to fill vacancies. Letters of interest were received as follows:

Library Advisory Board: Juhl Dhillon

The applicant meets the required residency and voter registration requirements.

Current Board Composition:
LIBRARY ADVISORY BOARD (5 members, 3 year terms – Ord. 1912)

DATE APPOINTED	APPOINTEE	ADDRESS	PHONE #	EXPIRES
2/3/15	Frank E. Hardy	409 Riata Dr.	680-2929	01/05/2018
04/15/14	Lawrence P. Kiefer	105 E. 6th St.	422-8039	01/05/2018
04/15/14	Marjorie A. Kiefer	105 E. 6th St.	422-8039	01/05/2018
~~04/15/14~~	~~Cherie Kollander~~	~~930 Park St.~~	~~890-0290~~	~~01/07/2016~~
04/15/14	Olga Reorda	415 W. Topeka	846-6918	01/06/2017

City Council Liaison – Pat Fletcher (2/4/14)

CONTACT FOR INFORMATION:

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

City of Trinidad

JUN - 5 2015

City Clerk's Office

Verified voter regis + residency

June 5, 2015

To Mayor J. Reorda and City Council Members:

My name is Juhl Dhillon and I am interested in applying to be a member of the Carnegie Public Library Advisory Board.

I have been a full-time resident of Trinidad, Colorado, for eight years, purchasing my home in November of 2005. I reside at 1508 Lawrence Ave. I moved here for the small-town atmosphere.

I retired from the medical care industry, having put in 35 years of service. My last position was as Medical-Legal Coordinator which I enjoyed thoroughly. I currently volunteer for the Friends of the Library Books & More Bookstore, selling books on-line.

Thank you for considering me as a member.

Sincerely,

Juhl Dhillon

Juhl Dhillon

1508 Lawrence Ave.

Trinidad, CO 81082

719-422-1102

brushyhollow@hotmail.com

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

6i

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: Resolution determining that an election is required to elect the Mayor and three City Council Members and that such election should be held as a coordinated election

RECOMMENDED CITY COUNCIL ACTION: Approval

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: Yes, the proportional share of the actual costs incurred in the conduct of the coordinated election.

SOURCE OF FUNDS: City Clerk Budget, Elections Line Item

POLICY ISSUE: The resolution determining that an election is required is the mechanism by which the County Clerk is notified of the City's having taken formal action to participate in the election.

ALTERNATIVE: None

BACKGROUND INFORMATION:

- July 24th is the last day for a political subdivision to notify the County Clerk in writing that it has taken formal action to participate in the General Election (100 days before the General Election).
- August 25th is the last day for intergovernmental agreements to be signed by the County Clerks and political subdivision (No later than 70 days before the General Election).
- September 4th is the last day for the designated election official of each political subdivision to certify the ballot order and content (No later than 60 days before the General Election).

CONTACT FOR INFORMATION:

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

6i

City of Trinidad, Colorado
1859

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL DETERMINING THAT AN ELECTION IS REQUIRED TO ELECT THE MAYOR AND THREE CITY COUNCIL MEMBERS AND THAT SUCH ELECTION SHOULD BE HELD AS A COORDINATED ELECTION

WHEREAS, the City of Trinidad and Las Animas County entered into an Intergovernmental Agreement on August 20, 1993 for the administration of their respective duties concerning the conduct of the coordinated election held on November 2, 1993; and

WHEREAS, although the Agreement provides for automatic renewal unless terminated by one of the parties, actual use of the Agreement for any election by the City requires City Council to make a determination by Resolution, that an election is required and should be held as a coordinated election; and

WHEREAS, an election is required to elect the Mayor and three City Council Members; and

WHEREAS, City Council has determined that it is in the best interest of the City that the election to be held on November 3, 2015 should be held as a coordinated election for the reasons set forth in the Intergovernmental Agreement.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

1. An election is required to elect the Mayor and three City Council Members.

2. The election to be held on November 3, 2015 should be held as a coordinated election.

3. A copy of this Resolution shall be delivered to the County Clerk at least one hundred (100) days prior to the date of the election.

INTRODUCED, READ AND ADOPTED this 7th day of July, 2015.

_____
JOSEPH A. REORDA, Mayor

ATTEST:

_____
AUDRA GARRETT, City Clerk

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

bj

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: Renewal of Intergovernmental Agreement with Las Animas County for the conduct of the November 3, 2015 Regular Election as a Coordinated

RECOMMENDED CITY COUNCIL ACTION: Approval

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: Yes, the proportional share of the actual costs incurred in the conduct of the coordinated election.

SOURCE OF FUNDS: City Clerk Budget, Elections Line Item

POLICY ISSUE: The IGA is required between the City and the Las Animas County Clerk and Recorder's Office under the Colorado election laws.

ALTERNATIVE: None

BACKGROUND INFORMATION:

- July 24th is the last day for a political subdivision to notify the County Clerk in writing that it has taken formal action to participate in the General Election (100 days before the General Election).
- August 25th is the last day for intergovernmental agreements to be signed by the County Clerks and political subdivision (No later than 70 days before the General Election).
- September 4th is the last day for the designated election official of each political subdivision to certify the ballot order and content (No later than 60 days before the General Election).

CONTACT FOR INFORMATION:

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

bj

RENEWAL OF INTERGOVERNMENTAL AGREEMENT

This Renewal of Intergovernmental Agreement is made and entered into this 7th day of July, 2015 by and between the City of Trinidad ("City") and Las Animas County ("County"), collectively referred to herein as the "Parties", for continued administration of their respective duties concerning the conduct of the coordinated election to be held November 3, 2015.

WHEREAS, the "Parties" entered into the Intergovernmental Agreement ("Agreement") on August 20, 1993; and

WHEREAS, automatic renewal of the Agreement is subject to the provisions in Article 1 Purpose and General Matters, Section 1.04. Term, Renewal and Activation, Subsections A and B; and

WHEREAS, the City agrees to pay its proportional share of the actual costs incurred in conduct of the coordinated election upon receipt of an itemized statement by the "County". The actual costs are to be determined by the number of jurisdictions participating in the coordinated election to be held on November 3, 2015.

THEREFORE, the Parties agree that the Intergovernmental Agreement shall be renewed for conduct of a coordinated election to be held on November 3, 2015.

IN WITNESS WHEREOF, the Parties hereto have signed this RENEWAL OF INTERGOVERNMENTAL AGREEMENT, to be effective as of the date first written above.

CITY OF TRINIDAD

_____
Joseph A. Reorda, Mayor

ATTEST:

_____
Audra Garrett, City Clerk

LAS ANIMAS COUNTY

_____
Patricia Vigil, Clerk and Recorder

Date _____

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

6K

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Tim Howard, Fire Chief
PRESENTER: Tim Howard, Fire Chief
DEPT. HEAD SIGNATURE:
CITY MANAGER SIGNATURE:

SUBJECT: Consideration of a Mutual Aid Agreement between Raton Fire and Emergency Services and the City of Trinidad Fire Department

RECOMMENDED CITY COUNCIL ACTION: Adoption of Mutual Aid Agreement

SUMMARY STATEMENT: Agreement to provide aid in the event of emergency situations

EXPENDITURE REQUIRED: The City would incur no expense unless Mutual Aid is required. City could receive aid at no cost for limited amount of time.

SOURCE OF FUNDS: Fire Department Budget-Overtime

POLICY ISSUE: Current Mutual Aid Agreements with Neighboring Departments

ALTERNATIVE: No agreement

BACKGROUND INFORMATION:

- The Fire Department has Mutual Aid Agreements with all Local VFD's in the area.
- Mutual Aid has been provided between Raton and Trinidad Fire Departments in the Past

CONTACT FOR INFORMATION:

Tim Howard, Fire Chief
846-3411

6K

Mutual Aid Agreement
Between
Raton Fire & Emergency Services
&
City of Trinidad Fire Department

This agreement is made and entered on _____, 2015, by and between the City of Trinidad Fire Department and Raton Fire & Emergency Services hereinafter referred to as mutual providers.

WHEREAS, the Parties recognize the vulnerability of the people and communities located within the City of Raton and the City of Trinidad to damage, injury, and loss of life and property resulting from disaster events, and recognize that these events may present equipment and manpower requirements beyond the capacity of each individual party: AND

WHEREAS, the Parties recognize that in the past, mutual aid has been provided between or among the Parties in form of personnel, supplies and equipment during disasters and/or civil emergencies and during cleanup periods: AND

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property and Incorporated municipalities county and local recipients are encouraged to develop aid agreement with other municipalities, counties and local recipients for the purpose of ensuring that adequate emergency medical, fire and other services coverage exists throughout the region.; AND

WHEREAS, Raton Dispatch, Raton Office of Emergency Management and the Trinidad Police Department Dispatch Office will act as point of contacts; AND

WHEREAS, the Parties recognize that a formal agreement for mutual aid would allow better coordination of effort, ensure that adequate equipment and staffing is available, and ensure that mutual aid is accomplished in the minimum time possible; AND

WHEREAS, the Trinidad City Council and the City of Raton Commission resolves that the "Emergency Services Listed", shall have the authority to participate in an Mutual Aid Agreement in accordance with the following terms and conditions, that shall be in the nature of a compact and agreement among participating entities that have adopted similar executive orders, ordinances or resolutions. This Mutual Aid Agreement may include requests for and the provision of personnel, equipment, materials and other forms of assistance, or any combination of assistance, to any entity within the jurisdictions, pursuant to the following terms and conditions:

NOW, THEREFORE, the parties agree as follows:

SECTION 1. RECITALS. The recitals set forth above are true and correct.

SECTION 2. DEFINITIONS. For the purposes of this agreement, the terms listed below will have the following meanings:

A. "Disaster Event"

a. "Homeland Security Activity" - any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or manmade disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.

b. "Civil Emergency" - the unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

c. "Disaster' - any occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action or emergency. Or any other incident deemed critical by the participating jurisdictions.

d. "Disaster Threat" - a disaster that is likely to clearly exceed local capabilities and require a broad range of assistance.

B. "Event Agreement" - a contract between two member political subdivisions entered into at the time of emergency in which the Assisting Party agrees to provide specified resources to the Requesting Party under the terms and conditions specified in the Agreement.

C. "Requesting Party" - the member political subdivision requesting aid in the event of an emergency or disaster and participating in the Mutual Aid Agreement pursuant to the terms and conditions of the Resolution.

D. "Assisting Party" - the member political subdivision furnishing equipment, services and/or manpower to the Requesting Party, and participating in the Mutual Aid Agreement pursuant to terms consistent with those in this Resolution.

E. "Authorized Representative" - an officer or employee of a member political subdivision having written authority from that entity to request, offer, or provide assistance under the terms of this Resolution.

F. "Resource Mobilization Book" - Guidance document promulgated by the participating agencies to assist member political subdivisions with mutual aid activities.

G. "Political Subdivision" - means county, incorporated city, village or township.

H. "Mutual Aid" - Incorporated municipalities, counties and local recipients are encouraged to develop aid agreements with other municipalities, counties and local recipients for the purpose of ensuring that adequate emergency medical, fire and other services coverage exists throughout the state.

SECTION 3. PARTY'S EMERGENCY MANAGEMENT PLAN. Each party should prepare and keep current an emergency management plan for its jurisdiction to provide for emergency/disaster mitigation, preparedness, response and recovery.

SECTION 4. EMERGENGY MANAGEMENT DIRECTOR. The Raton and/or Trinidad Office of Emergency Management will coordinate with state/s EOC for all requests for assistance from outside the county/s. Participating jurisdictions and counties may also ask for assistance from the office during disaster operations.

SECTION 5. REQUEST FOR MUTUAL AID. Whereas the Chief officers of participating agencies recognizes the need for additional assistance or resources at an incident or for area coverage do to full utilization of a department's equipment or staffing the following will apply;

a. Department must be notified at the requesting parties earliest convenience.
b. Departments must train together annually or more frequently. Drills must be half day drills with the mutual aid companies.
c. Mutual Aid Personnel should respond with their company.

Once dispatch contacts the aiding department, the chief officer will assess the coverage in his district and will immediately notify dispatch of responding resources. If the aiding department is unable to respond or lacks the sufficient resources, they will notify dispatch immediately that will in turn notify the Incident commander of the incident. Additional resources may be requested through other aid agreements. The primary responsibility of all Chief Officers is to maintain proper response levels in their own districts.

In the event that mutual aid creates a shortage of resources in the aiding department's district a call should be placed to the next available department based on the mobilization guide for a stand-by in district. Dispatch shall be notified by the Chief Officer of the requested equipment and staffing.

No participating agency shall be entitled to any reimbursement for all or any part of the cost incurred while participating in mutual aid responses for the first operational period. All participating agencies shall waive all claims against each other for compensation for loss, damage, personal injury or death occurring in consequence of performance of this mutual aid agreement.

The aid receiving department will retain command authority over personnel and apparatus responding from the aiding department although a unified command system may be used. Aiding departments have the right and responsibility to recall personnel and equipment in the event of an emergency in their district.

Disaster Threat. In the event of an imminent threat of an emergency such that local capabilities are or are predicted to be exceeded, the Authorized Representative of a Party seeking mutual aid shall make the request directly to the Emergency Management Office or the designated Emergency Management Coordinator.

Supervision and Control: When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any assisting party will be under the operational control of the receiving party, the response effort to which SHALL be organized and functioning within the Incident Command System (ICS) or Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall maintain daily personnel time records, material records and logs of equipment hours; be responsible for the operation and maintenance records, and log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Receiving party.

Mutual Aid Plan. By their signature below, each Party hereto certifies that it will provide mutual aid assistance under this agreement and additionally, each Party will develop a continuity of government plan which specifies those positions authorized to activate this agreement.

Food, Housing and Self-sufficiency: Unless specifically instructed otherwise, the Receiving party shall have the responsibility of providing food, and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure for events lasting more than six hours. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Receiving Party may specify only self-sufficient personnel and resources in its request for assistance.

Communication: Unless specifically instructed otherwise, the Receiving Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Receiving Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

Terms of Deployment: The initial duration of a provided assist will be specified by the Receiving Party, to the extent possible by the situation.

SECTION 6. INSURANCE. Each Party agrees to obtain general liability, public official's liability, law enforcement liability and liability for motor vehicles.

SECTION 7. IMMUNITY RETAINED. Neither party hereto shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq., as amended and the Colorado Governmental Immunity Act,24-10-106 C.R.S.et seq. This paragraph is intended only to define the liability as governed by common law or the New Mexico Tort Claims Act and the Colorado Governmental Immunity Act. The City of Trinidad and its "public employees" as defined by the Colorado Governmental Immunity Act, 24-10-106 C.R.S. et seq., and the City of Raton and its "public employees" as defined by the New Mexico Tort Claims Act do not waive sovereign immunity, do not waive any defense and do not waive any limitation on liability pursuant to law. No provision of this agreement modifies or waives any provision of the New Mexico Tort Claims Act or the Colorado Governmental Immunity Act.

SECTION 8. TERMINATION. It is agreed that any Party hereto shall have the right to terminate its participation in this agreement upon thirty (30) days written notice to the other Parties hereto.

SECTION 9. TERM. This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 8 of this agreement. Termination of participation in this agreement by a Party shall not affect the continued operations of this agreement between and among any remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

SECTION 10. OTHER AUTOMATIC OR MUTUAL AID AGREEMENTS.
Specifically, the existence of this Agreement shall not prevent a municipality, county, emergency service district, fire protection agency, organized volunteer group, or other emergency services entity from providing automatic or mutual aid assistance on request from another municipality, county, emergency service district, fire protection agency, organized volunteer group, or other emergency service entity. Additionally, the existence of this Agreement shall not prevent any Local Government, which is a Party hereto from providing emergency assistance to another Local Government, which is not a party hereto, in accordance with the Intrastate Mutual Aid Act 12-10B-1 et seq., NMSA 1978.

SECTION 11. SEVERABILITY. If a provision contained in this agreement is deemed to be invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are

severable.

SECTION 12. VALIDITY AND ENFORCEMENT. If any current or future legal limitations affect the validity or enforcement of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

SECTION 13. AMENDMENT. This Agreement may be amended only by the mutual written consent of the Parties.

SECTION 14. WARRANTY. The Agreement has been officially authorized by the governing body or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory of this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

SECTION 15. RESOURCE MOBILIZATION BOOK. The Raton and Trinidad Office of Emergency Management will maintain the Resource Mobilization Guide Book which will include a listing of all active parties to this agreement.

MUTUAL AID AUTHORIZING RESOLUTION

EXECUTED by Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on multiple counterpart executed by such entity.

City of Raton

_____Date:_____

Mayor

Attest:

_____Date:_____

City Clerk

City of Trinidad

_____Date:_____

Mayor

Attest:

_____Date:_____

City Clerk

61

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 7, 2015 Work Session
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Tara Marshall, Dev. Director
DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: First reading of an ordinance vacating a strip of land 50 feet wide and 140 feet long between Lot 12, Block 11 and Lot 1, Block 14, Bellavista Addition, and setting a hearing date for consideration of said ordinance

RECOMMENDED CITY COUNCIL ACTION: Consider on first reading and if acceptable schedule for public hearing on July 21, 2015

SUMMARY STATEMENT: Vacates allow a person to obtain unused/unusable streets or rights-of-way through a quasi-judicial process

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: Seek additional information;

BACKGROUND INFORMATION:
John Dodson, current owner of 1424 N. Linden Avenue, seeks a vacate to correct his property deed.

TMC Section 14-25(3) Vacations. Whenever any street, alley or other public way is vacated by official action of the City Council, the zone district adjoining each side of such street, alley, or public way shall be automatically extended to the center of such vacation and all area included in the vacation shall then and henceforth be subject to all appropriate regulations of the extended district.

Section 17-69. Procedure before Planning, Zoning and Variance Commission. The Planning, Zoning and Variance Commission shall consider the application for vacation at a regular or special meeting. The City shall give written notice to the applicant and persons who reside or own real property within one block of the City street or other right-of-way requested to be vacated. At the proceeding at which the application is considered by the Commission, the applicant and those favoring or opposing the application shall be given an opportunity to be heard. After the applicant and other interested parties have been heard, the commission shall make its recommendation as to whether the application should be approved. In making its recommendation, the Commission shall consider only the application as submitted to the City or as amended by the Applicant. The Commission shall not consider any proposals for land trades or sale of the property proposed to be vacated, in lieu of a vacation.

Section 17-70. Procedure before City Council. After the Planning, Zoning and Variance Commission has reviewed the vacation application and made its recommendation, the application shall be referred to the City Council for its decision. The decision as to whether to vacate any City street or other right-of-way shall lie with the City Council. The City Council shall have full discretion as to whether grant or deny a vacation request, except that no vacation shall be approved unless it meets State statutory requirements. The vacation of any City street or other right-of-way shall be by ordinance.

The Planning, Zoning and Variance Commission unanimously recommended approval of the vacate.

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

City of Trinidad, Colorado

ORDINANCE NO.

AN ORDINANCE VACATING A STRIP OF LAND 50 FEET WIDE AND 140 FEET LONG BETWEEN LOT 12, BLOCK 11 AND LOT 1, BLOCK 14, BELLAVISTA ADDITION OF THE CITY OF TRINIDAD

WHEREAS, John Dodson, owner of property described as Lots 1 & 2, Block 14 to the Bellavista Addition of the City of Trinidad, Las Animas County, has petitioned for vacation of a previously vacated portion of right-of-way between and abutting 1424 N. Linden Avenue and 1500 N. Linden Avenue, Lot 1, Block 14 and Lot 12, Block 11, respectively, Bellavista Addition; and

WHEREAS, said portion of the right-of-way is of no valuable use to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

1. The City of Trinidad, Colorado, a Municipal Corporation, does hereby vacate all of that public right-of-way more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

2. The City of Trinidad, in vacating the above described real property, hereby reserves a permanent easement upon said property, pursuant to Section 43-2-303(3) of the Colorado Revised Statutes for the future construction and maintenance of electric and other utility lines and appurtenances located within said real property. The present owners of record and any subsequent owner or owners of record of said real property shall refrain from the erection or replacement of any additional structure or barrier within said real property which would preclude or interfere with the construction, use, maintenance, repair or replacement of any electric or other utility line or appurtenances by the City of Trinidad.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED this 7th of July, 2015.

FINALLY PASSED AND APPROVED this ____ day of _____, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____, 2015.

_____
JOSEPH A. REORDA, Mayor

ATTEST:

_____
KIM MARQUEZ, Asst. City Clerk

EXHIBIT "A"

All that certain part of a strip of land 50 feet wide and 140 feet in length lying between Lot 12 of Block 11 and Lot 1 of Block 14, Bellavista Addition to the City of Trinidad, Las Animas County, State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Block 14, Bellavista Addition, thence traveling Northerly 15 feet along the west line of a piece of land vacated by Ordinance No. 1081 and 1091 dated September 15, 1975 and recorded in Book 776, Page 105, Las Animas County Clerk and Recorders Office to the Northwest corner of said piece of land being the point or place of beginning; thence easterly along the Northerly line of said piece 140 feet to the Northeast corner of said piece, said point being 15 feet North of the Northeast corner of Lot 1, Block 14 Bellavista Addition; thence Northerly 50 feet to the Southeast corner of a piece of land vacated by Ordinance No. 1081 and 1091 dated September 15, 1975 and recorded in Book 776, Page 105, Las Animas county Clerk and Recorders Office, said point being 15 feet South of the Southeast corner of Lot 12, Block 11, Bellavista Addition, City of Trinidad; thence traveling westerly 140 feet along the Southerly line of said piece to the Southwest corner of said piece, being 15 feet south of the Southwest corner of Lot 12, Block 11 Bellavista Addition, City of Trinidad; thence Southerly 50 feet to the place of beginning; being a piece of land 50 feet by 140 feet containing 7000 square feet of land.

6m

CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 7, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Mike Valentine, PWD/Utilities Dir
DEPT. HEAD SIGNATURE: Audra Garrett
CITY MANAGER SIGNATURE:

SUBJECT: Resolution approving a grant contract between the City of Trinidad and the Colorado Department of Local Affairs for the Five Points Roundabout design and giving City Manager Gabriel Engeland full signatory authority in regard to all contracts and corresponding documents associated therewith

RECOMMENDED CITY COUNCIL ACTION: Adopt the resolution to move the contract forward

SUMMARY STATEMENT: Granting agency procedures

EXPENDITURE REQUIRED: Yes, $25,000

SOURCE OF FUNDS: CIP

POLICY ISSUE: Public Safety

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The City has committed to the Five Points Roundabout design grant. After submission of the contract, DOLA advised of the necessity of this resolution

CONTACT FOR INFORMATION:

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

6m

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, APPROVING A GRANT CONTRACT BETWEEN THE CITY OF TRINIDAD AND THE COLORADO DEPARTMENT OF LOCAL AFFAIRS AND GIVING CITY MANAGER GABRIEL ENGELAND FULL SIGNATORY AUTHORITY IN REGARD TO ALL CONTRACTS AND CORRESPONDING DOCUMENTS ASSOCIATED THEREWITH

WHEREAS, the City of Trinidad City Council has approved an application to the Colorado Department of Local Affairs for the REDI 00053 – Trinidad Five Points Roundabout Design.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

1) The City Council of the City of Trinidad hereby grants City Manager Gabriel Engeland full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by the City of Trinidad related to the Project.

2) Gabriel Engeland, an agent of the City of Trinidad, is further authorized to sign Payment Requests, Quarterly Financial Status Reports, Quarterly Project Performance Reports, and Monitoring Documents.

3) The above designation will commence on the date of this Resolution and will apply for the duration of the contract(s).

INTRODUCED, READ AND ADOPTED this ____ day of _____, 2015.

_____
JOSEPH A. REORDA, Mayor

ATTEST:

_____
KIMBERLY MARQUEZ, Asst. City Clerk