



CITY OF TRINIDAD
TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad,
Colorado, will be held on Tuesday, August 18, 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 August 4, 2015 and Special Meeting of August 11, 2015
- 3) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
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) **UNFINISHED BUSINESS**
 - a) Public hearing - New Retail Marijuana Product Manufacturing Facility license application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street
 - b) 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
 - i) Executive Session – Quasi Judicial Deliberation/Review
 - c) Expansion of retail marijuana cultivation square footage application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street
 - d) Public hearing (continued) - New Retail Marijuana Store application filed by Main Street Cannabis at 401 W. Main Street
 - i) Executive Session – Quasi Judicial Deliberation/Review
 - e) Public hearing for consideration of an ordinance annexing certain territory to the City – Parcel D Trinidad Industrial Park
 - i) Second reading of an ordinance annexing certain territory to the City – Parcel D Trinidad Industrial Park
 - f) Public hearing for consideration of an ordinance amending the zone map by establishing the zone class of certain land annexed into the City of Trinidad to Community Commercial
 - i) Second reading of an ordinance amending the zone map by establishing the zone classification of certain land annexed into the corporate limits of the City of Trinidad to Community Commercial
 - g) Public hearing for consideration of an ordinance establishing special revenue funds for the purposeful funding of specific government functions to assist the City in long-range planning and in ensuring current and future solvency
 - i) Second reading of an ordinance establishing special revenue funds for the purposeful funding of specific government functions to assist the City in long-range planning and in ensuring current and future solvency
 - h) Authorize City Manager to execute purchase contract for the Street, Bridge & Parks facility
- 5) **MISCELLANEOUS BUSINESS**
 - a) Modification of premises application filed by Trinidad's Higher Calling U, LLC at 1000 Independence Road

5) **MISCELLANEOUS BUSINESS (Cont.)**

- b) Hotel and restaurant liquor license renewal request by David J. Liu d/b/a Chef Liu's Chinese Restaurant at 1423 Santa Fe Trail
- c) Consideration of extra-territorial water tap request from LSC Southeast Colorado, LLC to serve 13805 County Rd. 73.6
- d) Consideration of Intergovernmental Agreement for Shared Services with Las Animas County for Building Inspection
- e) Authorize City Manager to approve purchases in excess of his authority pursuant to Trinidad Municipal Code 7-51 for the Cedar Street Project up to the City's budgeted Capital Improvement Project Fund allocation for that project

6) **COUNCIL REPORTS**

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

8) **BILLS**

9) **PAYROLL**, August 15, 2015 through August 28, 2015

10) **ADJOURNMENT**

August 4, 2015

CITY OF TRINIDAD
TRINIDAD, COLORADO

The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, August 4, 2015, at 7:00 p.m. in City Council Chambers at City Hall.

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

The pledge of allegiance was recited.

APPROVAL OF THE MINUTES. Regular Meeting of July 21, 2015 and Special Meetings of July 28 and 29, 2015. A motion to approve the minutes as written was made by Councilmember Torres and seconded by Councilmember Fletcher. The motion carried unanimously upon roll call vote.

PUBLIC HEARING. New Colorado Vinous or Spirituous Liquor Manufacturer Sales Room permit application filed by Mountain View Winery, Inc. d/b/a Mountain View Winery at 105 W. Main Street. Mayor Reorda opened the hearing. City Attorney Downs called to Council's attention the Council Communication which provided a number of important bullet points for their consideration. He said this is a rather unique type and form of license, basically a manufacturer's tasting license. He further pointed out that the Council Communication notes the change in law affecting this type of permit effective tomorrow. He explained that currently Council doesn't have much jurisdiction in terms of granting or denying the permit. Finally, he pointed to the submission of the petition that was circulated to demonstrate the needs of the neighborhood. Mayor Reorda confirmed that this permit type is under the state's jurisdiction. Craig and Della Stephens addressed Council. Ms. Stephens informed Council that they own the shop on Main Street, Tee's Me, Treat Me. Mr. Stephens said they are located at 105 W. Main Street. He told Council they contacted this winery in Olathe, Colorado, which is a small husband and wife operation like they are, to see if they would be interested in doing tastings in Trinidad. Currently there are no wine tastings available south of The Abbey in Canon City. They thought this to be a good opportunity to bring more guests into the shop and something fun to offer to local residents also. He noted that they emailed several wineries and got a response from these folks who they liked. They are not going to be a bar or big operation. This will just be a small additional. They have tried different thing, seeking out what Trinidad doesn't have that they can offer. Each week they try to add something new that's been requested by a customer. He said they intend to exercise extreme control over it and they will have limited hours to taste wine. Additionally they have both become TIPS certified. Mayor Reorda asked if they will serve every day. Mr. Stephens answered that they can but are closed on Sundays. He anticipated doing tastings from 12 p.m. to 5 p.m. and maybe something on Friday evenings. Councilmember Mattie verified their lack of jurisdiction. Councilmember Miles asked if they will be pouring only Mountain View Winery's wine. Mr. Stephens answered affirmatively and said that they are servers for them and them only. Councilmember Miles confirmed that they are approving this to be a satellite sales room for the winery. Mr. Stephens said manufacturers are allowed up to five sales rooms. Councilmember Miles confirmed with Mr. Stephens that they are allowed to sell by the bottle or case. City Attorney Downs stated that the TIPS certificates are in the packet and told the applicants that their employees would also need the certification. Councilmember Fletcher said this business makes chocolate on the premises and reminded that the Library Foundation will be doing a wine and chocolate tasting event soon. It is a good combination. Councilmember Mattie moved for the approval of the permit and Councilmember Fletcher seconded the motion. Upon roll call vote the motion carried unanimously.

Executive Session – Quasi Judicial Deliberation/Review. No executive session was held.

PUBLIC HEARING. Petition for annexation filed by Trinidad Las Animas County Economic Development, Inc. for Parcel D Trinidad Industrial Park. Mayor Reorda declared the public hearing open. Asst. City Manager Garrett reminded Council that the City received a petition for annexation from Trinidad Las Animas County Economic Development, Inc. for Parcel D, located at the northern most-end of Economic Development's property. She further advised that the legal noticing requirements for annexation have been met and that the City has not received any opposition to the same. Councilmember Mattie asked the size of the property and if it is included as part of the Industrial Park, however outside City limits. Asst. City Manager Garrett answered that the parcel is 17.637 acres and is part of Industrial Park outside of City limits. City Attorney Downs added that the property meets the contiguity requirement to be annexed. There being no further comments, Mayor Reorda closed the hearing.

Resolution setting forth findings of fact and determinations regarding the proposed Parcel D Trinidad Industrial Park Annexation. Asst. City Manager Garrett pointed to the Council Communication which identified each of the statutory cites Council was setting forth in their findings and determinations, another legal requirement. Councilmember Bolton moved to approve the resolution and the motion was seconded by Councilmember Fletcher. Upon roll call vote the motion carried unanimously.

RESOLUTION NO. 1456

A RESOLUTION SETTING FORTH FINDINGS OF FACT AND DETERMINATIONS
REGARDING THE PROPOSED PARCEL D TRINIDAD INDUSTRIAL PARK ANNEXATION

August 4, 2015

First reading of an ordinance annexing certain territory to the City and setting a hearing date for consideration of said ordinance. Councilmember Bolton introduced the ordinance and it was read aloud in its entirety. Mayor Reorda asked for comments for or against the ordinance. There were none. Councilmember Bolton moved to approve the ordinance on first reading and consider it further at a public hearing at 7:00 p.m. on August 18, 2015. The motion was seconded by Councilmember Fletcher and carried unanimously upon roll call vote.

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY

Public hearing for consideration of an ordinance amending the zone map by establishing by establishing the zone class of certain land annexed into the City of Trinidad to Community Commercial. Mayor Reorda declared the public hearing open. Asst. City Manager Garrett advised that the proposed zoning for the property is Community Commercial because it is proposed for development. There being no further comments, the hearing was closed.

First reading of an ordinance amending the zone map by establishing by establishing the zone class of certain land annexed into the City of Trinidad to Community Commercial, and setting a hearing for consideration of said ordinance. Councilmember Bolton introduced the ordinance and it was read aloud in its entirety. Mayor Reorda asked for comments for or against the ordinance. There were none. Councilmember Fletcher moved to approve the ordinance on first reading and consider it further at a public hearing at 7:00 p.m. on August 18, 2015. The motion was seconded by Councilmember Bolton and carried unanimously upon roll call vote.

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONE MAP OF THE CITY OF TRINIDAD, COLORADO, BY ESTABLISHING THE ZONE CLASSIFICATION OF CERTAIN LAND ANNEXED INTO THE CORPORATE LIMITS OF THE CITY OF TRINIDAD, COLORADO

PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN. Steve Bolton addressed Council. He said that Councilmember Bolton was unaware of what he was before them to discuss. Regarding last Tuesday's meeting regarding Mayor Reorda, he thanked Councilmembers Mattie, Fletcher and Bolton. The idea and message Councilmember Fletcher was trying to portray in public was tough and she did it with exceptional grace. All three did their best to relay to Mayor Reorda the damage he was causing to this community and while trying to be respectful but stern let him know that there would be written and formal action to deter his future exploits. Their actions were honorably and would have brought closure along with a formal and legal end to the problem. He said he believes that when we make giant steps forward with issues like this, it raises Council members from politicians to public leaders. In that meeting Councilmember Torres stated she didn't understand why it was taking place in public. Her statement was short and sweet, easily understood and easy to respect. Councilmember Bonato commented about democracy and that is what makes America great. He suggested if anyone could figure out what that had to do with the matter to please email him. He then singled him out and verbally attacked him, in clear violation of the Code of Conduct, which was what Council was discussing at the time. Regarding Councilmember Miles he said he was disappointed. All they witnessed was her trying to demean Mayor Reorda into some kind of submission without any formal consequences. She made the statement that she would not let Trinidad suffer any longer and then by the statement alone at least one more person has to suffer or one more disrespectful act by Mayor Reorda has to occur in order for her to act. He said he stood before them tonight unprotected as does everyone who comes after him. He said she's not so much of a public leader. He concluded that the fact that City Council brought to bear chastising one of its own in public is historic monumental progress that he hoped they all would never have to endure again.

Stephen Hamer addressed Council. He said he had a saddened heart tonight. Housing and Urban Development (HUD) conducted an extensive civil rights investigation of Corazon Square and other Housing Authority properties. They have brought in inspectors and there are disparities will be addressed. Mr. Hamer said that at the conclusion of a public meeting between tenants and HUD, Donald DeCristino, the Mayor's cousin, told a Federal investigator from HUD that the Mayor used his influence to conduct a criminal background check on him. Mayor Reorda advised that not to be true. Mr. Hamer said it was the federal investigator that it was told to and he was told that the Mayor was in possession of a 38 page report. He thought it to bear somewhat of an investigation. If the City investigates people for asserting their federal rights under the ADA or Section 504 of the Rehabilitation Act it is not permissible under the law. He said he found it odd that his cousin would make such a statement. Mayor Reorda said it didn't surprise him at all. Mr. Hamer continued that if he has an ADA or Section 504 claim he wants to be unmolested and not harassed or retaliated against. He suggested the allegation needs to be looked at by City Council. It is important, he said, and he could provide Council with the names of the investigators. He said he was bringing it to Council's attention and not pointing fingers at him. He added that Mr. DeCristino is the same one who accused him of being a sex offender. Mr. Hamer told Council that he has seen an improvement on the sidewalk situation and that he appreciated it but that it has to be addressed on a continuing basis. The problem is when chairs are left there for significant periods of time. He thanked the City but said he didn't know if it was a coincidence and concluded that at least two places are trying.

John Micheliza addressed Council. He handed out a five-month calendar regarding the Commercial Street project from April 6th to August 4th. He explained that they've tracked it and that in 120 days the contractor has worked 57 of them and hasn't worked 63 of them. They say it's because of rain and everything else. It is more than rain. The City said this would be a 45-day project; everyone knew it would not be. It is running into five months now and they haven't even finished one city block and won't within this next month from what he can see. He suggested the City needs a new contractor who will work weekends and nights like those in Pueblo or Colorado Springs. We don't see that here. Their business is eight months old and for four months they have been under construction. Another exit to their business was closed today. They only have the Commercial Street Bridge now. Mr. Micheliza said they went to the City on the offer of a

August 4, 2015

sales tax offset because of the impact but were told they didn't qualify because they hadn't been in business for a year. He concluded that what is in the papers about the project or is given from City officials is not true.

Sean Sheridan addressed Council. He told them that he lives in Colorado Springs and is considering moving to Trinidad. He said he has real estate interests in Trinidad. This year the ADA is 25 years old. He spoke of an incident in June where a citizen had a difficult time getting into a local restaurant. Mr. Sheridan said he stands by the ADA as a real estate developer and insists all citizens are treated fairly and allowed to access everything they need to. He said he would like to know when Commercial Street will be done because he has a vested interest in seeing it done. Mr. Sheridan continued that he is a real estate developer who has contractual interest in more than a half dozen historically significant buildings in downtown Trinidad. He said he has been working with the City to get CUPs approved on some of these buildings and during the process came to realize that City staff is completely overwhelmed by the influx of marijuana applicants. He pointed as evidence to the City Manager answering his emails on Saturday, presumably from his home. He told Council that City Manager Engeland is working very hard for the City. He also reminded Council that not only is the City Manager new, having been on the job for less than one year, but the City's new planner has only been on the job a few weeks with July's meeting being the first where she took over for Mr. Gutierrez who had been acting as the temporary planner for the last several months. He continued that due to the tremendous pressure being exerted on these incredibly hard working people, he proposed that Council assist them by enacting language to create a one-year moratorium on the consideration of any new Conditional Use Permits or CUP applications for marijuana establishments. He clarified that he wasn't asking for a moratorium on the issuance of new licenses because he has no reason to believe the local licensing authority has a backlog, but since the Planning Commission approved their concept for as many as 70 individual dispensary locations within pot-mini-malls, he thought it prudent to consider a slow down of new sites being added to the incredible workload already faced by the City's planner, City Manager and outsourced planning consultant, McCool & Associates. He further proposed the Council request the City Attorney draft specific language for their consideration which sets a date, perhaps 60 days forward, after which the Planning Commission will not need to consider any new locations until they have a sufficient opportunity to process the untenable current backlog of current CUPs along with any applications that are currently or shortly going to be filed. He said he requested this because he was certain that the pressure facing the City's planning staff will be unrelenting in the face of Denver-based dispensary operators who can easily sell more than \$10 million dollars worth of product in one year. He noted that he's aware of more firms based in Denver who sold more than \$50 million dollars worth of product in one fiscal cycle. With few resources at their disposal and an unrelenting workload he respectfully requested that the Council consider a temporary moratorium on the acceptance of new CUP applications.

Susan Martin addressed Council. She said that when the original marijuana map was approved Trinity Episcopal Church was not occupied. Since they have been there since the end of April, 2014, they have noticed on the map that if Trinidad Builders were to decide to sell their property the church could have a huge grow operation right across the street. The church has young people who go there all the time. Since the city is talking about changes, she asked that the church be excluded from the allowable area. The owner of Trinidad Builders has indicated to her that they aren't going anywhere, but they could if times get bad and she and the Father are troubled by this.

Chris Elkins addressed Council. He introduced himself as a founder of Trinidad Holdings Company and said they have a contractual interest in more than one half dozen historical properties in downtown Trinidad. Each of their buildings is historically significant for one reason or another. Like many people in Trinidad, he said he is concerned about Trinidad losing its heritage. For that reason he said he is forming a non-profit historical preservation society. Their primary mission is to provide educational services to citizens of Trinidad towards placing their properties on the national register of historical places. Their secondary mission will be to protect and preserve the historic areas of our City in terms of identifying properties and applying for grants to preserve the historic sites. He continued that he is in favor of preserving the area around Goal Academy as a marijuana dispensary free zone in perpetuity and supports Mr. Sheridan's idea of not granting any new Conditional Use Permits being granted. He encouraged people to have an interest in the historic preservation of Trinidad to join him in working with the City's officials.

UNFINISHED BUSINESS. Public hearing for consideration of an ordinance to adopt the existing marijuana map as it is constituted for the preservation and protection of the Historic Downtown District. Mayor Reorda opened the hearing and called for comment for or against the ordinance. Sean Sheridan addressed Council in support of preserving an area in town as a dispensary-free zone, particularly around the Goal Academy. Carlos Lopez addressed Council and said he would like to speak in favor of keeping the buildings open to potential dispensaries. He said it is the only money that potentially might come in and be able to preserve the buildings. There being no further testimony, the hearing was closed.

Second reading of an ordinance to adopt the existing marijuana map as it is presently constituted for the preservation and protection of the Historic Downtown District. The ordinance title was read aloud. A motion to approve the ordinance on second reading was made by Councilmember Miles and seconded by Councilmember Fletcher. The motion carried with all Councilmembers voting aye with the exception of Councilmember Torres who cast a dissenting vote.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO
TO ADOPT THE EXISTING MARIJUANA MAP AS IT IS PRESENTLY CONSTITUTED
FOR THE PRESERVATION AND PROTECTION OF THE HISTORIC DOWNTOWN
DISTRICT

Public hearing for consideration of an ordinance to preserve and maintain the existing marijuana map and to prevent and preclude marijuana licensing for the area commonly referred to as the Cougar Canyon Development Site, Final Plat, Phase 3, Hotel. Mayor Reorda declared the public hearing open and called for comment. Sean Sheridan approached. He said he believes the City has considered a large number of Conditional Use Permits and should consider no more at least temporarily for marijuana in any area as we have plenty of real estate that dispensaries can move into. There being no further comment, the hearing was closed.

Second reading of an ordinance to preserve and maintain the existing marijuana map and to prevent and preclude marijuana licensing for the area commonly referred to as the Cougar Canyon Development Site, Final Plat, Phase 3, Hotel. The ordinance title was read aloud. A motion to approve the ordinance on second reading was made by Councilmember Miles and seconded by Councilmember Bolton. The motion carried by a unanimous roll call vote.

August 4, 2015

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, TO PRESERVE AND MAINTAIN THE EXISTING MARIJUANA MAP AND TO PREVENT AND PRECLUDE MARIJUANA LICENSING FOR THE AREA COMMONLY REFERRED TO AS THE COUGAR CANYON DEVELOPMENT SITE, FINAL PLAT, PHASE 3, HOTEL

Appointment to the Housing Authority Board. Paper ballots were cast for the four applicants, Helen Veltri, Nick DeBono, Reuben Vigil and Charlene Tortorice. Stephen Hamer told Council that he has experience with the Housing Authority Board. He expressed concerns of present conflict of interest arising with Duane Roy, Ms. Shier and her husband. He said he was troubled by them not appointing a member of the Corazon Square or not even considering one. He characterized it as short-sided on the City's part. He said he called other Housing Boards and was told some actually have tenants on the board who tries to represent the needs affecting those tenants. He asked Council to table the matter to consider a tenant. With five members still sitting they can still operate. Mayor Reorda advised Mr. Hamer that the seat was advertised and no one from Corazon Square applied. People are not just appointed ad hoc. Mr. Hamer asked that they consider extending the process. Mayor Reorda advised that this was the second time Council was considering applicants. Mr. Hammer commented that he hoped the appointment doesn't have self interests. He asked how long the appointment term lasts. Councilmember Bolton answered that they are five-year terms. Mayor Reorda announced that Charlene Tortorice received five votes and is therefore the new appointee. Mr. Hamer asked her qualifications. Mayor Reorda said the applicants discussed them at the last meeting. During the ballot count Mayor Reorda apologized to Councilmember Torres and Miles for being criticized for defending him.

MISCELLANEOUS BUSINESS. Capital Improvement Plan Policy. City Manager Engeland told Council that if adopted, the CIP Policy will both define and set monetary limits for the use of CIP Funds with regards to Capital Projects. Staff created these definitions which were incorporated from Colorado Department of Local Affairs (DOLA) and their County and Municipal Financial Compendium. Councilmember Miles commented that she thought this to be a good thing to formalize, adding that we all strive for these objectives. A motion to approve the policy was made by Councilmember Bolton and seconded by Councilmember Miles. Upon roll call vote the motion carried unanimously.

Policy of Responsible Financial Management. City Manager Engeland told Council that if adopted, the Policy of Responsible Financial Management will establish policy statements and goals on budget administration, unrestricted fund balance in the General Fund and Utility Funds, long-range planning, use of revenue, and fees and charges. This policy will also establish the following funds: Contingency, Economic Development Reserve, Repair and Replacement, Information Technology. A motion to adopt the policy was made by Councilmember Fletcher and seconded by Councilmember Mattie. The motion carried unanimously upon roll call vote.

First reading of an ordinance establishing special revenue funds for the purposeful funding of specific government functions to assist the City in long-range planning and in ensuring current and future solvency, and setting a hearing date for consideration of said ordinance. The ordinance was introduced by Councilmember Bolton and then read aloud in its entirety. A motion to approve the ordinance on first reading and consider it further at a public hearing at 7:00 p.m. on August 18, 2015, was made by Councilmember Mattie and seconded by Councilmember Fletcher. Upon roll call vote the motion carried unanimously.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING SPECIAL REVENUE FUNDS FOR THE PURPOSEFUL FUNDING OF SPECIFIC GOVERNMENT FUNCTIONS TO ASSIST THE CITY IN LONG-RANGE PLANNING AND IN ENSURING CURRENT AND FUTURE SOLVENCY

Consideration of Water Treatment Plant Upgrades grant contract. Development Services Director Tara Marshall told Council that this is the contract for the grant the City applied for in December, 2014, for upgrades to the water filtration plant. The contract is DOLA's standard contract. Councilmember Bolton moved for the approval of the contract and Councilmember Miles seconded the motion. The motion carried by a unanimous roll call vote.

Resolution approving submission of a grant application to the Colorado Department of Local Affairs to seek funding for a new Street, Bridge and Parks building. Dev. Services Director Marshall informed Council that the grant application was submitted on Saturday, it just lacked this resolution. She noted that the project has been on the CIP plan for several years. She asked Council to formalize the grant request. Councilmember Miles moved for the approval of the resolution and Councilmember Bolton seconded the motion. Upon roll call vote the motion carried unanimously.

RESOLUTION NO. 1457

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO APPROVING SUBMISSION OF A GRANT APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS TO SEEK FUNDING FOR A NEW STREET, BRIDGE AND PARKS BUILDING

August 4, 2015

COUNCIL REPORTS. Councilmembers Mattie and Torres had nothing to report.

Councilmember Fletcher called to Council's attention the article in today's paper regarding changes to the history room at the library. She said they are closing the barn door, explaining that a lot has disappeared over the years. The Library Director is making a very informed decision. There will be limited use of the materials. Access will be available by appointment only, made two days in advance. Also, a person cannot reserve time more than three times per week and six times per month. There is a five person capacity. A person will be allowed two hours. These are significant changes and the Library Advisory Board is strongly behind the policy. She said she thought it would be a good thing for the City in that we will have more records preserved. There has been a lot that has gone missing. Mayor Reorda asked if we can check with previous librarians to see if they have information on how documents got out of there. Councilmember Fletcher said she thought they would have their suspicions.

Councilmember Miles reported that she and Councilmember Fletcher attended the monthly ARPA Board meeting in Las Animas recently. They are proceeding with the decommissioning and deconstruction of the plant. There had been conversations with someone who was talking about purchasing the plant but they couldn't get there. They are receiving bids this month for system subcomponents. They have accepted a bid and accept the bid for an important piece of equipment, a rail car mover. It is being sold to an entity in Holly that will use it for grain. ARPA will still have permit issues but are proceeding at pace. Secondly, she found nothing in the minutes reflecting the comment she made at a previous meeting because she did so during the work session. She said the only thing she said in the Mayor's defense previously was that she didn't want to rub his nose in it. Something did happen. There was a public airing of grievances concerning the Mayor's behavior that she said some very pointed things about.

Councilmember Bolton called to Council's attention a recent letter to the editor from a nine-year old young man asking for help for repairs at the Portland Park basketball court. She said she would like to see children's areas are properly maintained so they can enjoy them. City Manager Engeland said he hadn't seen the letter but would make sure it gets adequately repaired. Next, Councilmember Bolton reported on her attendance of a Space to Create community meeting held at City Hall at 5:30 p.m. last evening. She said they are in need of a six-month task force of citizens to assist with this project. On August 17th at 5:30 p.m. a second meeting will be held for preparation of the site visit on September 9th and 10th. She asked that people attend and bring interested friends. The September 9th and 10th event will include a public engagement session. The gathering will be at SCRT, the Famous building at 5:30 p.m. The City needs a large public component present to show that the community is supportive of this project. It will be an important economic driver for our community. She concluded that further questions can be answered by Development Services Director Tara Marshall.

Mayor Reorda apologized for putting people in the audience through his flogging. He admitted he deserved it and said sometimes he gets too carried away, adding that he has a problem when people criticize staff that have worked hard. Many times it is his presentation. He reiterated his apology and said meetings will be more official.

REPORTS BY CITY MANAGER. None.

REPORTS BY CITY ATTORNEY. City Attorney Downs called to Council's attention the confidential legal memorandum at their seating places.

BILLS. Councilmember Bolton moved to approve the bills and Councilmember Torres seconded the motion. The motion carried unanimously upon roll call vote.

PAYROLL, July 18, 2015 through July 31, 2015 and August 1, 2015 through August 14, 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.

EXECUTIVE SESSION. To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C. R. S. Section 24-6-402(4)(a) - Possible Street & Bridge facility. Councilmember Bolton moved to enter into executive session for the stated purpose. Councilmember Fletcher seconded the motion. Following a ten minute break, the executive session ensued at 8:14 p.m. and was electronically recorded pursuant to the Open Meetings Law. At the conclusion of the executive session at 8:30 p.m., a motion to resume the regular meeting was made by Councilmember Mattie and seconded by Councilmember Bolton. The motion carried unanimously.

City Manager Engeland said several citizens asked the City to reach out to Dr. Marci Bowers to see if she'd be interested in returning to Trinidad. Asst. Manager Anna Mitchell talked to her yesterday and she said she would be interested if the hospital supports it and she asked if the City would play a role. He offered to facilitate a discussion between her and the hospital if Council agreed. Council agreed. Councilmember Mattie asked that the County be included. City Manager Engeland told Council that his first review is due in three weeks and is scheduled for an executive session. He was forwarded the criteria used in the past and said he was fine with that or suggested alternatively a self evaluation, six questions and a simple grading. It is designed to give feedback. Members of the executive team will also review him which will be provided to Council. Councilmember Miles said she loves bottom-up evaluations but has found they are better done one on one manner and not in writing. Councilmember Bolton agreed with the new format. Councilmember Fletcher suggested a City/County breakfast should be arranged. City Manager Engeland said he'd get one scheduled. Asst. City Manager Garrett reminded Council of the upcoming Aerospace visit that includes a breakfast with the County on August 18th and 19th.

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 Torres. The meeting was adjourned by unanimous roll call vote of Council.

ATTEST:

JOSEPH A. REORDA, Mayor

AUDRA GARRETT, City Clerk

August 11, 2015

The City Council of the City of Trinidad, Colorado met in Special Session on Tuesday, August 11, 2015 at 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, August 11, 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) Authorize City Manager to execute purchase contract for the Street, Bridge & Parks facility
- 2) Executive Session – For a conference with the City’s Attorney(s) for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Quasi Judicial Matters

The meeting was called to order at approximately 2:00 p.m.

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

Authorize City Manager to execute purchase contract for the Street, Bridge & Parks facility. City Manager Engeland advised that Councilmember Mattie had raised questions regarding the proposed purchase of the Guzzo Paint and Body property relative to access, size, etc. He pointed out that Ed Trommeter was present to answer questions. Councilmember Mattie said this proposal was presented to Council last week and he has since gone down to the property, noting that he had visited it previously also. He said that with all of the Guzzo family homes there if is like a compound. What is being presented seems like taking a piece of cake out of the middle of a sheet cake. He said he has legal and territorial concerns of a City facility existing between the residences. His understanding was that the City was dealing with financial institutions and asked what role these families have to do with any of this. He asked if there would be a survey to delineate the City’s property and if it would be fenced. How much of the surrounding land is included for equipment and employee parking? At the current facility there were 12 to 15 vehicles parked outside and he thought it would be difficult to accomplish that at the proposed site. If they were to be parked inside they may have to be moved in and out. Where would we put them? He continued that he was concerned about what appears to be a private drive that runs north between Highway 160 and the garage down to Rusty Guzzo’s former house. Will that right-of-way need to be maintained and how will it play into the City’s ownership of a parcel of land in the middle. Is Rusty Guzzo’s house included and is the old paint and body shop included (the small one-car garage)? City Manager Engeland answered that the property where the department is currently located is 1.5 acres approximately. This property is just over one acre. The square footage of the building however is substantially larger. Regarding equipment and employee parking, the equipment is intended to be inside. We cannot do that now so it is exposed to the elements and degrades quicker. There is more than enough room to pave the lot for employee parking during the day and then take whatever City vehicles out when they need them. There are five bays on one side of the building and one more on the west side. The City doesn’t use every vehicle every day so moving them in and out should be easily accomplished. They can be parked inside in a logical arrangement. There are two access points - one to the east will be an easement. The county road to the west is not included in the property. The access there is on private property. They have had preliminary discussions with that property owner and if the city improves the access we may be allowed an easement. So, there would be two access points, both paved. He confirmed that Rusty Guzzo’s house is not included but the other shed is included. The initial thought was to tear that building down, but after talking with the City’s foreman, he thought it might be a good spot for salt and sand storage. He deferred to Mr. Trommeter to address the compound area. He pointed to the map and noted that in that immediate area there is welding, farm and fleet, storage, commercial across the street and said the use that is out of place is not the paint and body shop, but rather the residences in front. One of those residences is in foreclosure and the City may be interested in it for added space and to push back the boundary with the residential neighbors. Ed Trommeter addressed Council. He agreed that it is like a compound. He clarified that he is not involved in the negotiations regarding the residential property. He said he is the transaction broker for LSC Bank to market the property the City is interested in and represent both the buyer and the seller. He said he has a copy of a memorandum of understanding agreed to by the parties through the Las Animas County District Court, Case 14CV30106. The City’s offer is contingent upon the City’s approval of the final document. He pointed to the preliminary plat he provided that represents how the property would be platted based on work Surveyor Gary Terry is doing. It is a result of the MOU agreed to by the parties. It is in the attorney’s hands awaiting the approval of the Guzzos, Cerrones, International Bank and LSC Bank. The acreage that will be included with the shop building is about one acre. He pointed to a rectangular property that is 0.67 acres and then the green shaded portion that will be added to the shop property which is about 0.33 acres. The access to the property is not shown on the plat yet. There is a 20 foot easement from Highway 160 along the east edge of the property line that will go around to the property. It will give access to the two other properties to the back. He continued that regarding

August 11, 2015

the use being commercial surrounded by residential property, the City will need to get a special use permit from the County like any commercial business does in the County. There would be a public hearing. Councilmember Bonato asked if the City acquires this land would it still have City police and fire protection. City Manager Engeland said there have been preliminary discussions about annexation but that it will have that coverage from the City. Councilmember Fletcher said she was concerned about the ingress and egress and said it is a tight fit to get into the garage and may require them to back out. She suggested that needs to be looked at before any decisions are made. It's not really set up the way they want it to be. City Manager Engeland said that the purchase is contingent upon the access being approved by the City. He said the City is hopeful about gaining access. City staff has looked at it and sees no issues entering and exiting, moving, storing or parking. He assured Council that the City doesn't have to close the deal if we are not comfortable with the access. Mayor Reorda thought this would be better than what the City has for that department now. Councilmember Bolton said she hasn't seen the property and that it sounds like she needed to. Mr. Trommeter pointed out that there is more than 50 feet between the shop and the house in the back. Councilmember Bonato suggested Council take one day and take a look at it. City Manager Engeland said the City will have a key so Council will be able to go out there. He reminded that there's the shop that they may demolish and said that 50 feet is a lot of space. He also pointed out that the building is a drive-through building and it goes out to County Rd. 73.6. Councilmember Mattie confirmed that the purple-shaded area is not part of the property being negotiated. Mr. Trommeter said currently is no good definition of the boundary lines between the properties. The purple portion may be on the market at an added cost at some time. City Manager Engeland told Council that he would have the key and Council may go take a look at it so long as three of them don't go out there together. He suggested they table the item to allow all Council members to visit the property. A motion to table the item was made by Councilmember Bolton and seconded by Councilmember Fletcher. Upon roll call vote the motion carried unanimously.

Executive Session - For a conference with the City's Attorney(s) for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) - Quasi Judicial Matters. A motion to enter into executive session for the stated purpose was made by Councilmember Bolton and seconded by Councilmember Fletcher. The motion carried unanimously upon roll call vote. The executive session ensued at 2:31 p.m. and was recorded pursuant to the Colorado Open Meetings Law. Upon conclusion of the executive session at 3:35 p.m., Councilmember Bolton moved to go out of executive session and resume the special meeting. Councilmember Fletcher seconded the motion. The motion carried by a unanimous roll call vote.

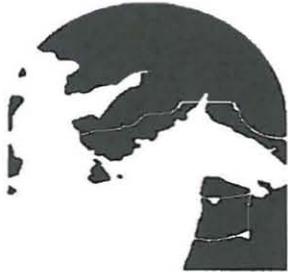
There being no further business, Councilmember Bolton moved to adjourn and Councilmember Bonato seconded the motion. The motion carried unanimously and the meeting was adjourned.

ATTEST:

JOSEPH A. REORDA, Mayor

KIMBERLY MARQUEZ, Asst. City Clerk

4a



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: August 18, 2015 Regular Mtg
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 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.
- An executive session is posted for your judicial review.

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

4a



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): Retail Marijuana Products Manufacturing Facility

Hearing Date: Tuesday, August 18, 2015, 7:00 p.m.

APPLICATION CONTENTS -

Applicant's Documents: City of Trinidad Retail Marijuana Application
CUP Approval (pending at the time of report)
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 License Application
Promissory Note
Colorado Retail Marijuana License Bond

City Documents: Notice of Public Hearing
Certificate of Mailing
Proof Publication
Certificate of Posting
Departmental Reports

LOCAL FEES -

Local Fees Retail Marijuana Products Manufacturing Facility

Investigation	\$2,500.00
License	<u>2,500.00</u>
Total	\$5,000.00
TOTAL	\$ 5,000.00

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 application and license bonds.

NOTICES OF HEARING -

Mailed to applicant after original hearing was rescheduled – 7/20/15.

Published – 7/24/15

Posted on the premises – 7/29/15.

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 advised 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.

STATE LICENSES –

Conditional licenses were received for this applicant on July 17, 2015 for all license types already approved that are under consideration locally on August 18, 2015.

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
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

The Grow Foundry, Inc. 1105 Constitution Drive

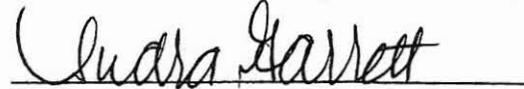
The Grow Foundry, Inc. 1105 Constitution Drive

Colorado Cannabis Associates, LLC, 453 N. Commercial St.

Medical Marijuana
Optional Premise
Cultivation Operation
Medical Infused-Products
Manufacturer
Retail Product
Manufacturing Facility
Retail Store

Dated this 12th day of August, 2015.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 12th day of August, 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 #7015 0640 0006 3841 6160



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

RETAIL MARIJUANA LICENSE APPLICATION		
<input checked="" type="checkbox"/> New License Application Fee	\$2,500.00	<input checked="" type="checkbox"/> License Fee/Renewal Fee \$2,500.00
<input type="checkbox"/> Transfer of Ownership Application Fee	\$1,500.00	<input type="checkbox"/> Change of Location \$1,500.00
<input type="checkbox"/> \$1.00 per square foot cultivation fee _____		Square feet = \$ _____
<input type="checkbox"/> Expansion of cultivation area @ \$1.00 per square foot charge for that additional area \$ _____		
LICENSE TYPE		
<input type="checkbox"/> Marijuana Store	<input checked="" type="checkbox"/> Marijuana Product Manufacturing Facility	
<input type="checkbox"/> Marijuana Cultivation Facility	<input type="checkbox"/> Marijuana Testing Facility	
TYPE OF BUSINESS		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> 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. Walker
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 kwalker1459@comcast.net
 Contact Person/Manager Ken Walker Title President
 Telephone 303-972-0483 Email Address kwalker1459@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	Tenant	Expires
Purgatoire River, LLC	Dessimal's 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.

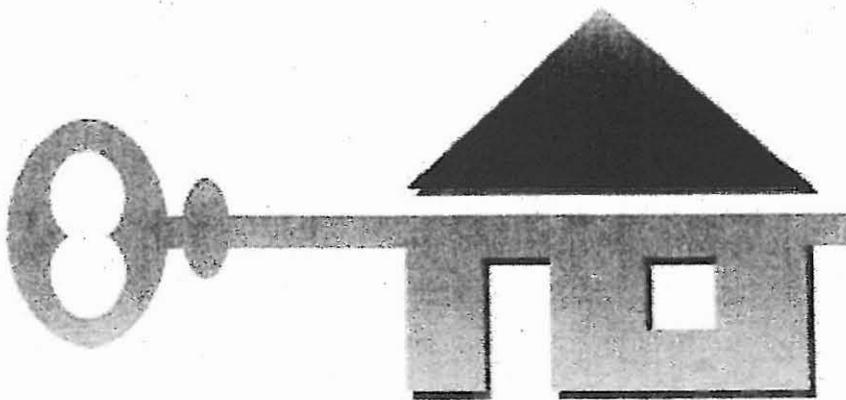
By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners, 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



Commercial Lease Package

PURGATOIRE RIVER LLC

LANDLORD

DESSIMALS, INC

TENANT

March 15, 2015

LEASE START DATE

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

Table of Contents

Lease Documents

Commercial Lease Agreement pages 3 - 13

Addenda

Utility Company Contact Information page 14

Smoke-Free Property Addendum page 15

Smoke-Free Property Addendum page 16

Personal Guarantee page 17

Personal Guarantee page 18

- 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 SEPARATE 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 effect 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.



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>.

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: Kurt Wahl Date: 3/16/15

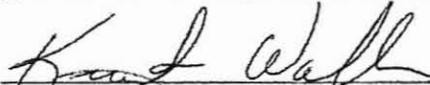
PERSONAL GUARANTEE

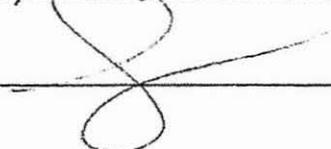
Tenant: DESSIMALS, INC
Leased Premises: 137 Cedar St, Trinidad, CO 81082
Guarantor: KEN WALLER
Guarantor's Address:

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 Guarantor's 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: 3/16/15

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

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

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

[Signature]
Notary's Signature

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Colorado }
County of Larimer } ss.

On this the 13th day of March, 2015, before me,
Garrett Carmack, the undersigned Notary Public,
Day Month Year
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]
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: _____

INDIVIDUAL ACKNOWLEDGMENT



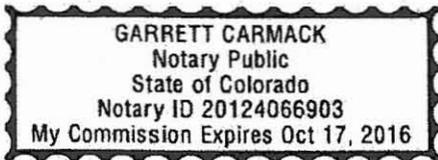
State/Commonwealth of Colorado
County of Larimer } ss.

On this the 13th day of March, 2015, before me,
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
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: _____



PERSONAL GUARANTEE

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

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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

Purgatoire River, LLC

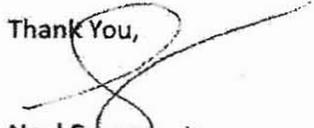
To City of Trinidad,

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.

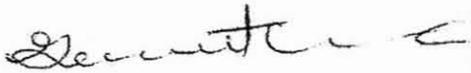
Thank You,

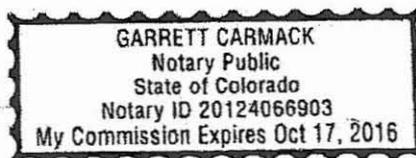

Neal Spencer, Jr
Manager
Purgatoire River, LLC

Larimer County
Colorado

Acknowledgment

3/13/2015





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 DESSINALS, 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
<u>BARBARA J. WALLER</u>	<u>8656 W. Progress Place, Littleton, CO 80123</u>
<u>EDMUND H. WALLER</u>	<u>8656 W. Progress Place Littleton, CO 80123</u>

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

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

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

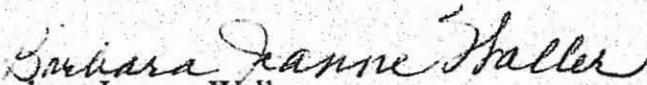
Dessimals, Inc.

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

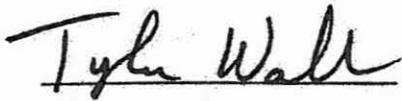
5/12/2014

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.

A handwritten signature in black ink that reads "Tyler Waller". The signature is written in a cursive style and is underlined.

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.

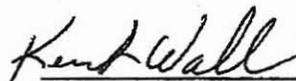
7. Disputes. This Partnership Agreement shall be governed by the laws of the State of Colorado. Any disputes arising between the partners as a result of this Agreement shall be settled by arbitration in accordance

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.


Partner 2/1/15


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.



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

Secretary of State of the State of Colorado

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

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



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	<u>19961029839</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>DESSIMALS, INC</u>
Form of entity	<u>Corporation</u>
Jurisdiction	<u>Colorado</u>

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 Kenneth S
(Last) (First) (Middle) (Suffix)
11333 W Saratoga Pl
(Street number and name or Post Office Box information)

Littleton CO 80127
(City) (State) (Postal/Zip Code)
United States
(Province – if applicable) (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).

STATE CITY
COLORADO 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

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.

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.

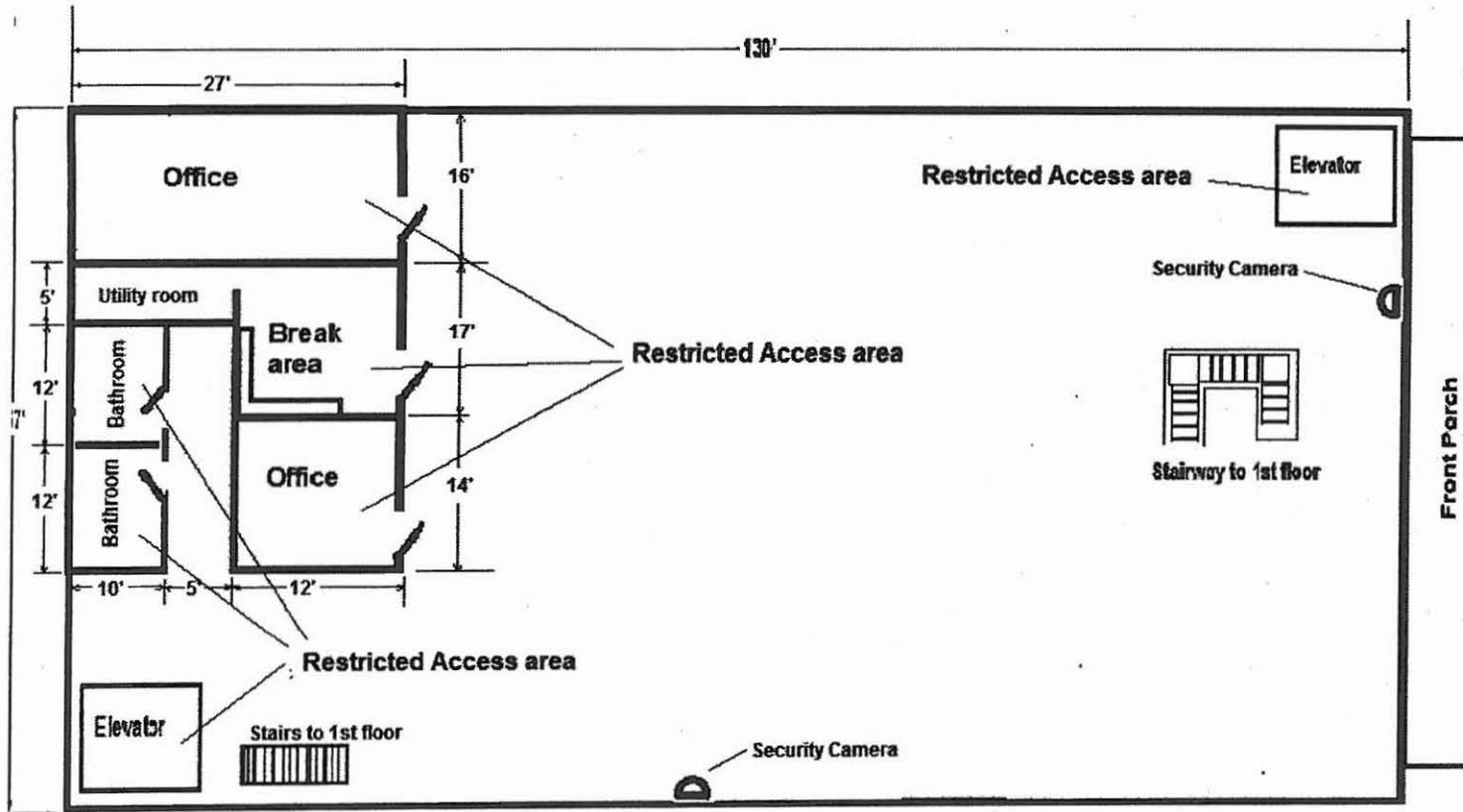
1. Click on the Login button.
2. Enter the Authorization Code from your email (first time only).
3. Click Login. You should then be in your account. NOTE: If you have additional tax types registered under the same Account Number, such as withholding, you will be able to view those tax types through the 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

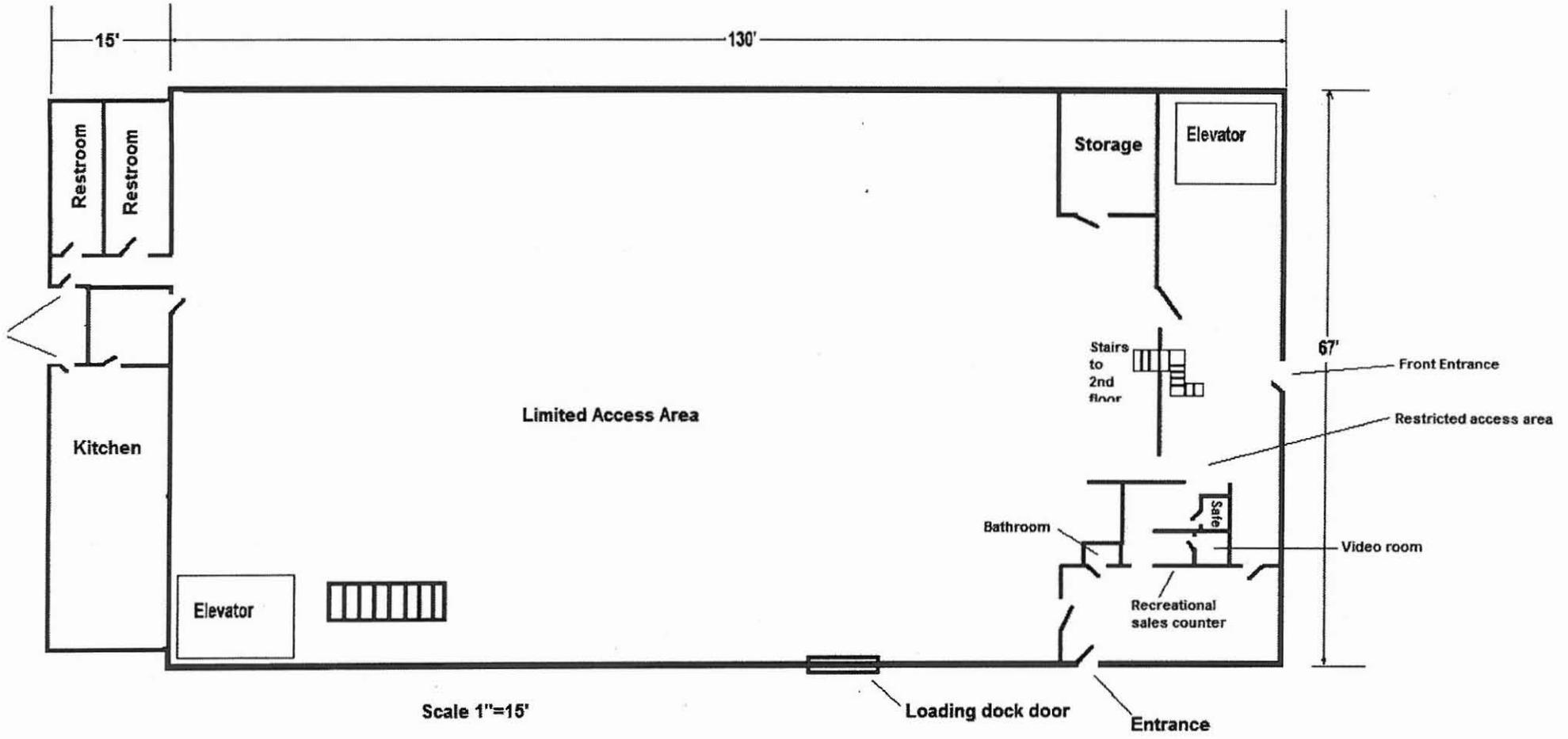
register
3/10/11

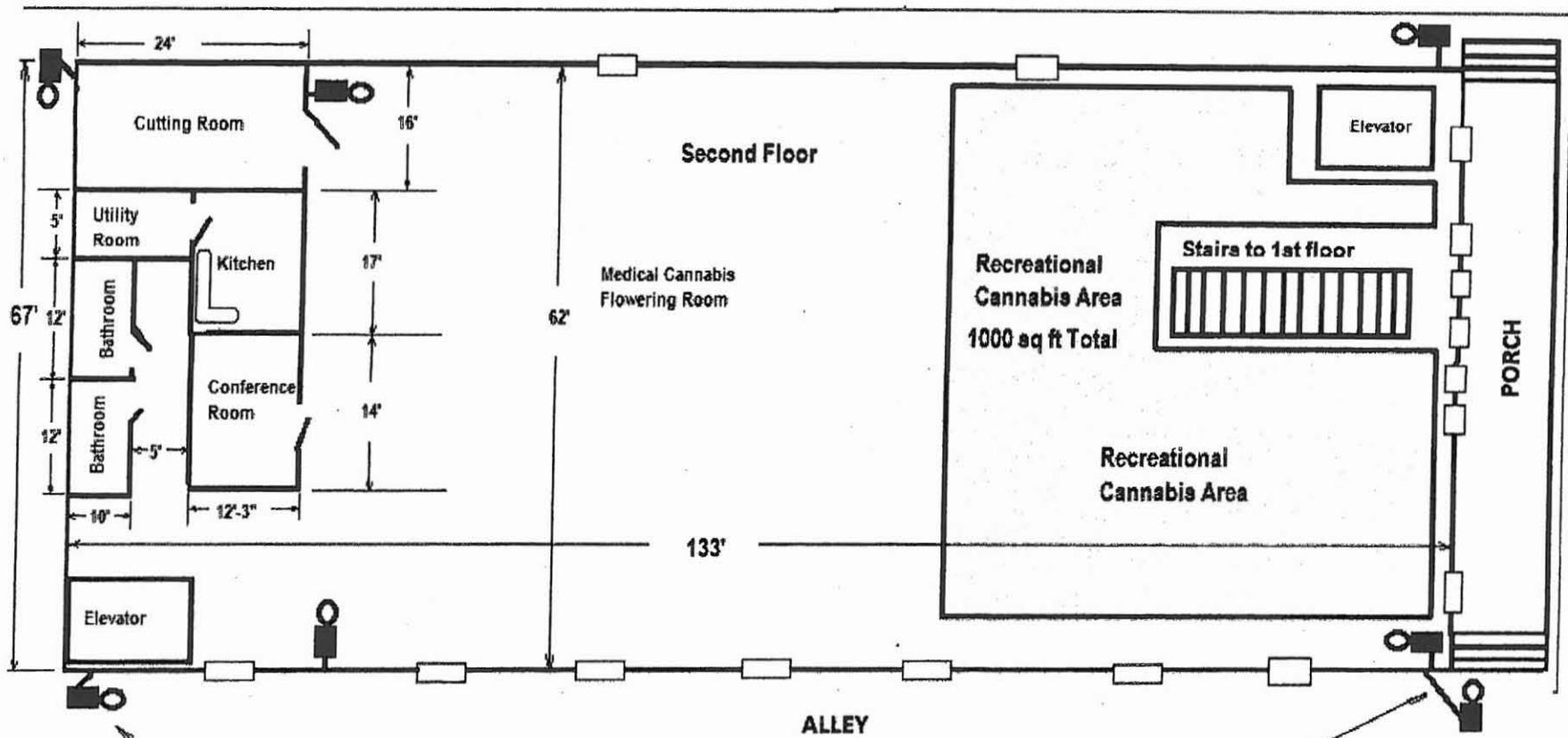


Second Floor

Scale 1"=15'

137 Cedar St
Trinidad, CO





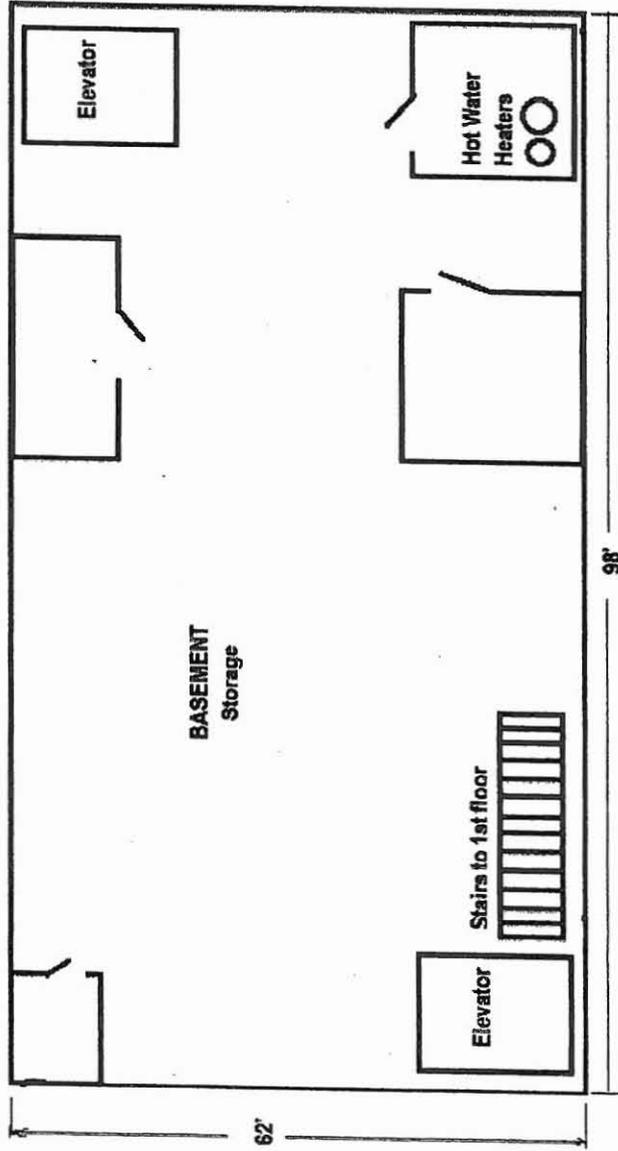
W. CEDAR ST

SECURITY CAMERAS

130

Scale 1" = 15'

137 W. CEDAR ST



137 W. Cedar St

Scale 1" = 15'



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 / DECIMALS 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 # 84-1337062

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.

Current	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
	<u>[REDACTED]</u>	<u>LITTLETON, CO, 80127</u>	<u>1991</u>	<u>PRESENT</u>
Previous	<u>N/A</u>	_____	_____	_____

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

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 NO

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

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

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

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

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth _____ b. Social Security Number SSN _____ c. Place of Birth DENVER, CO d. U.S. Citizen? 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 _____ m. Weight _____ n. Hair Color Blonde o. Eye Color Blue p. Sex M q. Race WHITE

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

14. Financial Information

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

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

AFFIDAVIT

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

I, Kenneth Waller, 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.

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.

Kenneth Waller
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.

Jenell Stevenson
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 / DECIMALS INC
 2. D/B/A (Doing Business As) N/A
 3. Business address 11333 W. SARATOGA PL LITTLETON, CO, 80127
 4. Business License # 84-1337067

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.

Current	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
	<u>[REDACTED]</u>	<u>LITTLETON, CO, 80127</u>	<u>1991</u>	<u>-PRESENT</u>
Previous	_____	_____	_____	_____
	_____	_____	_____	_____

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

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
BAM Consulting Engineers	6348 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 NO

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

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

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

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

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth _____ b. Social Security Number SSN _____ c. Place of Birth DENVER, CO d. U.S. Citizen? 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 Brown o. Eye Color Blue p. Sex F q. Race WHITE

r. Do you have a current Driver's License? 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.

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.

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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.

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

A handwritten signature in black ink, appearing to be 'Phil Martin', is written over the end of the 'RE:' line.

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



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, Karen L Waller

A handwritten signature in black ink, appearing to be "PM", is written over the text "Karen L 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

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.

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 E201509000000209269 CIDN
WALLER, KENNETH SCOTT
MNU SOC

OCA CO0360100
W [REDACTED]

SEX M
COCBI0000 COLORADO B OF I
DENVER CO 2015/03/30

A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2015/04/01 FEDERAL BUREAU OF INVESTIGATION

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

DATE 03/31/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: WALLER, KAREN LYNN
SOC: XXX-XX-██████████

DATE OF BIRTH: ██████████

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

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

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

NAME: WALLER, KAREN LYNN
CBI PCN: 014C0000272491
STATE ID NUMBER: 1773840
FBI PCN: E2015090000000208357
FBI NUMBER:
DATE OF BIRTH: 
SSN: 
DCL:
REASON FOR REJECTION: L0008 - The quality of the characteristics is too low to be used.



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: 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

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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, Mon- RI: 34456 TX: ACR-2854-A
 DE: CSRSL-0039 NJ: 348F0000100 SC: BAC #5569 VA: 11-4822
 HI: C-31374 NM: 93695 SC: FAC #3437 VA: 2705 138422
 IA: C004643 NY: 12000301658 TN: 1253 WA: VIVINI*894BZ
 IA: AC-0011 NY: 68V1000200 TN: 333 WY: LV-G-16005
 ID: 011630 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) Dessimals Inc, Kenneth Walker		[2] Customer Name (First, MI, Last)			
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) 1333 W. Sanoboga Pl, Littleton		City Littleton	County Jefferson	State CO	Zip 80120

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

- 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.**
- YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.**
- 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 select 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 subsequently 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 RJ1X 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 communication 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 cancelling 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. Assignments 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 you 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. Vwint 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 services 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 Vwint 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, or (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.ArbitrationServices.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 for 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. (800) 713-6100. 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) 242-8871. Iowa Department of Public Safety, State Fire Marshal Division, 215 E. 7th Street, Des Moines, Iowa 50319-0047. ID: Division of Building Safety, 1090 E. Water tower 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) 294-8064. MS: Mississippi Insurance Department, 1001 Wolfkill 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 35066, Lincoln, NE 68508 (402) 471-3550. NV: NV State Contractors Board, 3670 Gateway Drive, Suite 100, Reno, NV 89521 (775) 688-1141. NJ: Bunker & Fire Alarm License: 348F0001011

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:
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

   Description:
Description:
 Description:
Description:

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

 Description:
Description:

(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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Local
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 CITY
 OF
 TRINIDAD

Colorado Marijuana Licensing Authority
Retail Business License Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input type="checkbox"/> Retail Marijuana Store	}	<input type="checkbox"/> Tier 1 = 3600 or fewer plants	<input checked="" type="checkbox"/> Retail Marijuana Products Manufacturer
<input type="checkbox"/> Retail Marijuana Cultivation		<input type="checkbox"/> Tier 2 = 3601 – 6000 plants	<input type="checkbox"/> Conversion
<input type="checkbox"/> Retail Marijuana Test Facility		<input type="checkbox"/> Tier 3 = 6001–10200 plants	<input type="checkbox"/> Retail/Medical Marijuana Combined Use
			<input type="checkbox"/> Affiliated Business
Applicant's Legal Business Name (Please Print) <u>Dessimals, Inc.</u>		Marijuana License Number (Assigned by Division) <u>New Retail</u>	
Trade Name (DBA) (Provide Trade Name Registration) <u>Lucky Monkey Buds</u>		Website Address <u>N/A</u>	
Physical Address			
Street Address of Marijuana Business <u>137 Cedar St</u>		City <u>Trinidad</u>	State ZIP <u>CO 81082</u>
Business Phone Number <u>(303) 972-0483</u>	Business Fax Number <u>(303) 972-0483</u>	Email Address <u>kwalker1459@comcast.net</u>	
Mailing Address (if different from Business Address)			
Address <u>11333 W. Saratoga Pl</u>		City <u>Littleton</u>	State ZIP <u>CO 80127</u>
Primary Contact Person for Business <u>Kenneth Walker</u>		Title <u>President</u>	Primary Contact Phone Number <u>(303) 972-0483</u>
Primary Contact Address (city, state ZIP) <u>11333 W. Saratoga Pl, Littleton CO 80127</u>		Primary Contact Fax Number <u>(303) 972-0483</u>	
Federal Taxpayer ID <u>84-1337062</u>	Colorado Sales Tax License # <u>00979789-0001</u>	Email Address <u>kwalker1459@comcast.net</u>	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> C Corporation	<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust <input type="checkbox"/> Other _____
State of Incorporation or Creation of Business Entity <u>Colorado</u>			Date <u>3/4/1996</u>
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) <u>06/17/2014</u>			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business <u>Colorado</u>			
List all Trade Names used by the Business Entity (other than above) <u>N/A</u>			
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) N/A
 (a) 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 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)

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
MARKUS Hamm	 	 	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 filled out by Applicant)

Local Licensing Authority/Department City Of Trinidad	Address 135 North Animas St, Trinidad, CO. 81082	
Local Licensing Authority contact name Audra Garrett	Contact Phone (719) 846-9843	Contact Email audra.garrett@Trinidad.co.gov

6. Has the Applicant filed for a retail marijuana cultivation? Yes No

What City or County? (Fill out a separate and complete application)
 Trinidad CO/Animas County

7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?

Printed Legal Business Name Dessimals Inc.	Printed Trade Name (DBA) Lucky Monkey Buds
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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 Kenneth S. Waller - President		Title President		SSN/FEIN 84-133-7062		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Littleton		State CO		ZIP 80127		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) N/A				Own. % Business Associated with N/A			Effective Own. % in Applicant N/A		
Name Karen L. Waller		Title Vice President		SSN/FEIN 84-133-7062		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Littleton		State CO		ZIP 80127		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) N/A				Own. % Business Associated with N/A			Effective Own. % in Applicant N/A		
Name N/A		Title N/A		SSN/FEIN N/A		DOB N/A		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address N/A		City N/A		State N/A		ZIP N/A		Phone Number N/A	
Business Associated with (Parent business or sub-entity) N/A				Own. % Business Associated with N/A			Effective Own. % in Applicant N/A		
Name N/A		Title N/A		SSN/FEIN N/A		DOB N/A		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address N/A		City N/A		State N/A		ZIP N/A		Phone Number N/A	
Business Associated with (Parent business or sub-entity) N/A				Own. % Business Associated with N/A			Effective Own. % in Applicant N/A		
Name N/A		Title N/A		SSN/FEIN N/A		DOB N/A		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address N/A		City N/A		State N/A		ZIP N/A		Phone Number N/A	
Business Associated with (Parent business or sub-entity) N/A				Own. % Business Associated with N/A			Effective Own. % in Applicant N/A		
Name N/A		Title N/A		SSN/FEIN N/A		DOB N/A		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address N/A		City N/A		State N/A		ZIP N/A		Phone Number N/A	
Business Associated with (Parent business or sub-entity) N/A				Own. % Business Associated with N/A			Effective Own. % in Applicant N/A		
Name N/A		Title N/A		SSN/FEIN N/A		DOB N/A		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address N/A		City N/A		State N/A		ZIP N/A		Phone Number N/A	
Business Associated with (Parent business or sub-entity) N/A				Own. % Business Associated with N/A			Effective Own. % in Applicant 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

Printed Legal Business Name

Dessimals Inc.

Printed Trade Name (DBA)

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 S Waller

Address

11333 W Saratoga Pl, Littleton, CO 80127

Person who prepares Applicant's tax returns, government forms & reports

Karen Waller

Address

11333 W Saratoga Pl

Location of financial books and records for Applicant's business

11333 W Saratoga Pl Littleton, Co 80127

Title

President

Phone Number

(303) 972-0483

Title

Vice President

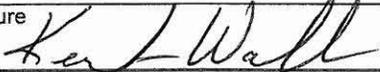
Phone Number

(303) 972-0483

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 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 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	
Signature 		Date 3/12/2015	

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 <u>DESSIMALS, INC.</u>		Trade Name (DBA) <u>Lucky Monkey Buds</u>	
Legal Agent Last Name (Please Print) <u>WALLER</u>	Legal Agent First Name <u>KENNETH</u>	Legal Agent Middle Name <u>SCOTT</u>	
Legal Agent Title <u>PRESIDENT</u>	Signature (Must be signed in front of one witness) <u>Kenneth Waller</u>		
Date (MM/DD/YY) <u>4/21/15</u>	City <u>Littleton</u>	State <u>CO</u>	
Witness 1 Signature <u>[Signature]</u>			

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) <i>WALLER</i>	Legal Agent First Name <i>KENNETH</i>	Legal Agent Middle Name <i>SCOTT</i>
Legal Agent Title <i>President</i>	Signature (Must be signed in front of one witness) <i>Kenneth Waller</i>	
Date (MM/DD/YY) <i>4/21/15</i>	City <i>Littleton</i>	State <i>CO</i>
Witness 1 Signature <i>[Signature]</i>		
Signature of Marijuana Enforcement Division agent presenting this request		Date

Colorado Marijuana Licensing Authority Retail Business License Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input checked="" type="checkbox"/> Retail Marijuana Store <input checked="" type="checkbox"/> Retail Marijuana Cultivation <input type="checkbox"/> Retail Marijuana Test Facility	<input checked="" type="checkbox"/> Retail Marijuana Products Manufacturer <input type="checkbox"/> Conversion <input type="checkbox"/> Retail/Medical Marijuana Combined Use		
Applicant's Legal Business Name (Please Print) Dessimals, Inc.		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) N/A		Website Address N/A	
Physical Address			
Street Address of Marijuana Business 137 W. Cedar St		City Trinidad	State ZIP Co 81082
Business Phone Number (303) 478-2135	Business Fax Number 303-972-0483	Email Address kwaller1459@comcast.net	
Mailing Address (if different from Business Address)			
Address 11333 W Saratoga Pl.		City Littleton	State ZIP CO 80127
Primary Contact Person for Business Kenneth Waller		Title President	Primary Contact Phone Number 303-972-0483
Primary Contact Address (city, state ZIP) Littleton, Co 80127		Primary Contact Fax Number	
Federal Taxpayer ID 84-1337062	Colorado Sales Tax License # 0097989	Email Address KWaller1459@Comcast.net	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Publicly Traded Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other _____			
State of Incorporation or Creation of Business Entity Colorado			Date
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) 3/7/2014			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business Colorado			
List all Trade Names used by the Business Entity (other than above) N/A			
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
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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
Karen Waller	 	 	50% Prof:it

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 City Of Trinidad	Address 135 North Animas St, Trinidad, CO. 81082	
Local Licensing Authority contact name Audra Garrett	Contact Phone (719) 846-9843	Contact Email victor.gutierrez@Trinidad.co.gov
Tax Division - City Of Trinidad		

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 \$5000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?

Printed Legal Business Name Dessimals Inc.	Printed Trade Name (DBA) N/A
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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 Kenneth S. Waller - President		Title President		SSN/FEIN 84-133-7062		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Littleton		State CO		ZIP 80127		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) N/A				Own. % Business Associated with			Effective Own. % in Applicant		
Name Karen L. Waller		Title Vice President		SSN/FEIN 84-133-7062		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Littleton		State CO		ZIP 80127		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity) N/A				Own. % Business Associated with			Effective Own. % in Applicant		
Name N/A		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name N/A		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name N/A		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name N/A		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name N/A		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		

Are there any outstanding options and warrants?

Yes No *If YES, attach list of persons with outstanding options and warrants

Are there any other persons, other than those listed in the Ownership Structure, including but not limited to suppliers, lenders and landlords, who will receive, directly or indirectly, any compensation or rents based upon a percentage or share of gross proceeds or income of the Marijuana business?

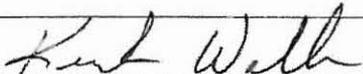
Yes No *If YES, attach list of persons

Printed Legal Business Name Dessimals Inc.	Printed Trade Name (DBA)
1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Financial History	
1. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments or tax liabilities due to any governmental agency anywhere? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity filed a bankruptcy petition in the past 5 years, had such a petition filed against it, or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for it? If YES, provide details on a separate sheet and attach any documents from the bankruptcy court.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the applicant, the applicant's parent company or any other intermediary business entity currently a party to, or has it ever been a party to, in any capacity, any business trust instrument? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Has the applicant, the applicant's parent company or any other intermediary business entity been a party to a lawsuit in the past 5 years, either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Has the applicant, the applicant's parent company or any other intermediary business entity filed a business tax return in the past two years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Has the applicant, the applicant's parent company or any other intermediary business entity completed financial statements, either audited or unaudited, in the past two years? If YES, attach all financial statements completed in the past two years.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Has any interest or share in the profits of the sale of Marijuana been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Attach a list detailing the operating and investment accounts for this business, including financial institution name, address, telephone number, and account number for each account.	
10. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due.	
Person who maintains Applicant's business records Kenneth S Waller	Title President
Address 11333 W Saratoga Pl, Littleton, CO 80127	Phone Number (303) 972-0483
Person who prepares Applicant's tax returns, government forms & reports Karen Waller	Title Vice 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 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 Dessimals, Inc.		Trade Name (DBA) N/A
Legal Agent Last Name (Please Print) Waller	Legal Agent First Name Kenneth	Legal Agent Middle Name Scott
Signature 		Date 3/15/2015

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 <u>Dessimals Inc.</u>		Trade Name (DBA) <u>N/A</u>	
Legal Agent Last Name (Please Print) <u>WALLER</u>	Legal Agent First Name <u>KENNETH</u>	Legal Agent Middle Name <u>SCOTT</u>	
Legal Agent Title <u>President</u>	Signature (Must be signed in front of one witness) <u>Kenneth Waller</u>		
Date (MM/DD/YYYY) <u>3/15/2015</u>	City <u>Littleton</u>	State <u>CO</u>	
Witness 1 Signature <u>[Signature]</u>			

Applicant's Request to Release Information

TO: _____ FROM: (Applicant's Printed Name) Kenneth S. 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 not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
 - (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) <u>WALLER</u>	Legal Agent First Name <u>KENNETH</u>	Legal Agent Middle Name <u>SCOTT</u>
Legal Agent Title <u>President</u>	Signature (Must be signed in front of the witness) <u>Kenneth Waller</u>	
Date (MM/DD/YYYY) <u>3/15/2015</u>	City <u>Littleton</u>	State <u>CO</u>
Witness 1 Signature <u>Kenneth Waller</u>		
Signature of Marijuana Enforcement Division agent presenting this request		Date

Colorado Retail Marijuana License Bond

Name of Bonding Company Merchants Bonding Company (Mutual)

Bond Number CO 11728

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 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 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

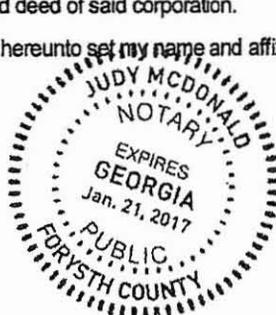
STATE OF GEORGIA

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, State of Colorado Judy McDonald

My commission expires: 01/21/2017

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond #: CO 11728

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.



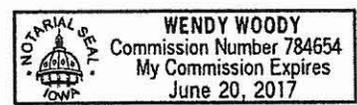
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

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.



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.



William Warner Jr.
Secretary

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond #: CO 11726

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.



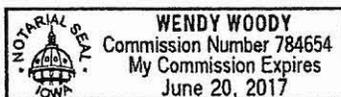
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

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.



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.



William Warner Jr.
Secretary

POA 0014 (7/14)



NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Products Manufacturing Facility license at this location.

Hearing on application will be held on Tuesday, August 18, 2015, at 1:30 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: May 19, 2015.

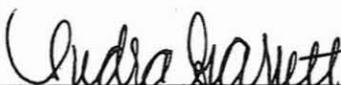
Officers: Kenneth Waller, 11333 W. Saratoga Place, Littleton, CO 80127
Karen Waller, 11333 W. Saratoga Place, Littleton, CO 80127

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

Dated this 20th day of July, 2015.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 20th day of July, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Dessimals, Inc.
11333 W. Saratoga Place
Littleton, CO 80127
Certified Mail #7015 0640 0006 3841 6108



Audra Garrett, City Clerk



**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 Retail Marijuana Product Manufacturing 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, 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, 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.

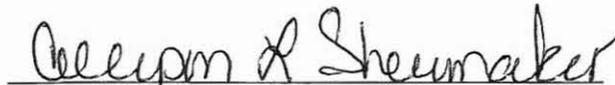
The attached Notice was published in said newspaper in its issue(s) dated

58308 June 10, 2015



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



My Comm. Expires August 26, 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 Retail Marijuana Products Manufacturing Facility license at this location.

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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 58308

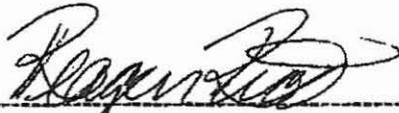
PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS } SS

Reagen Rico, 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.

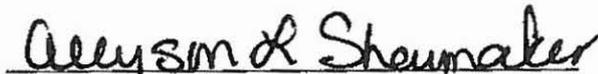
The attached Notice was published in said newspaper in its issue(s) dated

58938 July 24, 2015



Reagen Rico

Subscribed and sworn to before me this
7 day of August
A. D., 2015.


Allyson L. Sheumaker

My commission expires on August 26, 2015

NOTICE OF PUBLIC HEARING

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 Retail Marijuana Products Manufacturing Facility license at this location.

Hearing on application will be held on Tuesday, August 18, 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

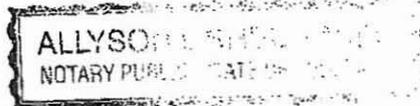
Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 20th day of July, 2015.

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

PUBLISHED: July 24, 2015

58938



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 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 23rd day of June, 2015.

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

(SEAL)

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, Dessimals, Inc. d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, Colorado, which business has applied for a new Retail Marijuana Products Manufacturing Facility license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 29th day of July, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 29th day of July, 2015.

CITY OF TRINIDAD, COLORADO

(S E A L)



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 New Special Event

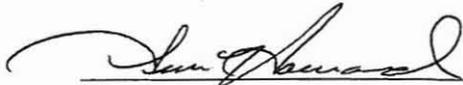
FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 7, 2015, 7:00 p.m.

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 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 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

STATE OF COLORADO

DEPARTMENT OF REVENUE
Marijuana Enforcement Division
455 Sherman Street Suite 390
Denver CO 80203



City of Trinidad Licensing Authority
P.O. Box 880
Trinidad, CO 81082

John J. Hickenlooper
Governor

Barbara J. Brohl
Executive Director

Ron Kammerzell
Senior Enforcement
Director

July 17, 2015

Re: Issuance of Colorado Medical Marijuana Conditional License

Attached is a copy of the Colorado Medical Marijuana Conditional License. This copy is for your records and the original was sent to the license applicant.

This license is "Conditioned" upon Local Licensing Authority approval and the license applicant is prohibited from operating without both State and Local approval pursuant to Title 12, Article 43.3, Section 305.

Please notify the Marijuana Enforcement Division upon the issuance of the local license by providing a copy of the local license to:

michelle.bauman@state.co.us (the preferred method) or you may mail it to:

Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver, CO 80203
Attention: Licensing

Respectfully,

A handwritten signature in black ink that reads "W. Lewis Koski".

W. Lewis Koski
Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

DESSIMALS, INC.

LUCKY MONKEY BUDS

137 Cedar Street, Trinidad, CO 81082

Center - Type 1 - 402-01090

License Valid Through: 07/03/2016

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

DESSIMALS, INC.

LUCKY MONKEY BUDS

137 Cedar Street, Trinidad, CO 81082

Infused Product Manufacturer - 404-00470

License Valid Through: 07/03/2016

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Medical Marijuana Conditional License

DESSIMALS, INC.

LUCKY MONKEY BUDS

137 Cedar Street, Trinidad, CO 81082

Optional Premises - 403-01689

License Valid Through: 07/03/2016

This license is conditioned upon Local Authority approval, pursuant to section 12-43.3-305(2) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.3, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203, In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE
Marijuana Enforcement Division
455 Sherman Street Suite 390
Denver CO 80203



Town of Trinidad Licensing Authority
P.O. Box 880
Trinidad, CO 81082

John J. Hickenlooper
Governor

Barbara J. Brohl
Executive Director

Ron Kammerzell
Senior Enforcement
Director

July 17, 2015

Re: Issuance of Colorado Retail Marijuana Conditional License

Attached is a copy of the Colorado Retail Marijuana Conditional License/s. This copy is for your records and the original was sent to the license applicant.

This license is "Conditioned" upon Local Licensing Authority approval and the license applicant is prohibited from operating without both State and Local approval pursuant to Title 12, Article 43.3, Section 305.

Please notify the Marijuana Enforcement Division upon the issuance of the local license by providing a copy of the local license to:

michelle.bauman@state.co.us (the preferred method) or you may mail it to:

Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver, CO 80203
Attention: Licensing

Respectfully,

A handwritten signature in black ink that reads "W. Lewis Koski".

W. Lewis Koski
Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Retail Marijuana Conditional License

DESSIMALS, INC.

LUCKY MONKEY BUDS

137 Cedar Street, Trinidad, CO 81082

Retail Marijuana Store - 402R-00476

Effective Date of License: July 3, 2015

License Valid Through: 07/03/2016

This license is conditioned upon Local Authority approval, pursuant to section 12-43.4-304(1) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.4, as amended. A licensee shall not exercise any of the rights or privileges of this license until such time as all such Medical Marijuana and Medical Marijuana-Infused Product are fully transferred and declared in the MITS system as Retail Marijuana and Retail Marijuana Product, pursuant to Rule R211 & R309. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Retail Marijuana Conditional License

DESSIMALS, INC.

LUKCY MONKEY BUDS

137 Cedar Street, Trinidad, CO 81082

Retail Marijuana Products Mfg - 404R-00150

Effective Date of License: July 3, 2015

License Valid Through: 07/03/2016

This license is conditioned upon Local Authority approval, pursuant to section 12-43.4-304(1) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.4, as amended. A licensee shall not exercise any of the rights or privileges of this license until such time as all such Medical Marijuana and Medical Marijuana-Infused Product are fully transferred and declared in the MITS system as Retail Marijuana and Retail Marijuana Product, pursuant to Rule R211 & R309. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Broni

Barbara J. Broni, Executive Director

STATE OF COLORADO

DEPARTMENT OF REVENUE



Marijuana Enforcement Division



Retail Marijuana Conditional License

DESSIMALS, INC.

LUCKY MONKEY BUDS

137 Cedar Street, Trinidad, CO 81082

Retail Marijuana Cultivation Facility - 403R-00565

Effective Date of License: July 3, 2015

License Valid Through: 07/03/2016

This license is conditioned upon Local Authority approval, pursuant to section 12-43.4-304(1) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.4, as amended. A licensee shall not exercise any of the rights or privileges of this license until such time as all such Medical Marijuana and Medical Marijuana-Infused Product are fully transferred and declared in the MITS system as Retail Marijuana and Retail Marijuana Product, pursuant to Rule R211 & R309. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 390, Denver, CO 80203. In testimony whereof, I have hereunto set my hand.

W. Lewis Koski

W. Lewis Koski
Division Director

Barbara J. Brohl

Barbara J. Brohl, Executive Director

Promissory Note

Borrower: Dessimals, Inc.
137 W. Cedar Ave.
Trinidad, CO 81082
("Borrower")

Lender: Markus Hamm
P.O. Box 66167
Albuquerque, NM 87193
("Lender")

I. Promise to Pay

Borrower agrees to pay Lender the total amount of \$50,000 together with interest payable on the unpaid principal at the rate of 0% per annum.

Payment will be delivered to Lender to P.O. Box 66167, Albuquerque, NM 87193 or other address mutually agreed upon both parties.

II. Repayment

The amount owed under this Promissory Note will be repaid in equal installments of \$5000 made every year. The first payment will be due on May 7, 2016.

III. Late Payment Fees

If Borrower defaults in payment by more than 15 days Grace Period of the time set forth herein, then Borrower shall pay an additional late fee in the amount of \$100.

IV. Transfer of the Promissory Note

Borrower hereby waives any notice of the transfer of this Note by Lender or by any subsequent holder of this Note, agrees to remain bound by the terms of this Note subsequent to any transfer, and agrees that the terms of this Note may be fully enforced by any subsequent holder of this Note.

V. Amendment; Modification; Waiver

No amendment, modification or waiver of any provision of this Promissory Note or consent to departure therefrom shall be effective unless by written agreement signed by both Borrower and Lender.

VI. Breach of Promissory Note

No breach of any provision of this Promissory Note shall be deemed waived unless it is waived in writing.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this agreement in its entirety.

Borrower Signature:



Enter Borrower Full Name

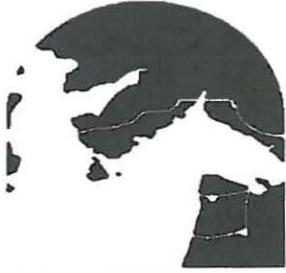
Lender Signature:



Enter Lender Full Name

Date: 5/23/2015

4b



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: August 18, 2015 Regular Mtg
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.
- An executive session is posted for your judicial review.

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

4b



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	<u>1,000.00</u>
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

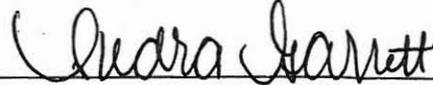
Dessimals, Inc., 137 W. Cedar Street

Freedom Road Garden, LTD, 2600 Freedom Road
Freedom Road Garden, LTD, 2600 Freedom Road
Freedom Road Garden, LTD, 2600 Freedom Road
Freedom Road Garden, LTD, 2600 Freedom Road

Medical Infused-Products
Manufacturer
Retail Marijuana Store
Retail Cultivation Facility
Medical Center
Medical Marijuana
Optional Premise
Cultivation Operation

Dated this 24th day of June, 2015.

CITY OF TRINIDAD, COLORADO



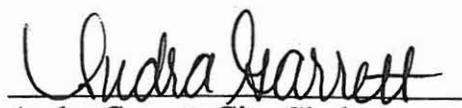
Audra Garrett

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, 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	
<input type="checkbox"/> New License Application Fee \$2,500.00	<input type="checkbox"/> License Fee/Renewal Fee \$1,000.00
<input type="checkbox"/> Transfer of Ownership Application Fee \$1,500.00	<input type="checkbox"/> Change of Location \$1,500.00
LICENSE TYPE	
<input type="checkbox"/> Medical Marijuana Center	<input type="checkbox"/> Medical Marijuana Infused-Products Manufacturer
<input checked="" type="checkbox"/> Medical Marijuana-Optional Premises Cultivation Operation	
TYPE OF BUSINESS	
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other
<input type="checkbox"/> Individual*	
*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID)	

Applicant (Corporation/LLC) DESSIMALS INC.
 Applicant KENNETH S WALLER
(Sole Proprietor) 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: _____

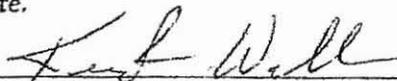
Financial Interest: _____

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.

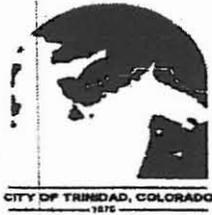
By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners,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

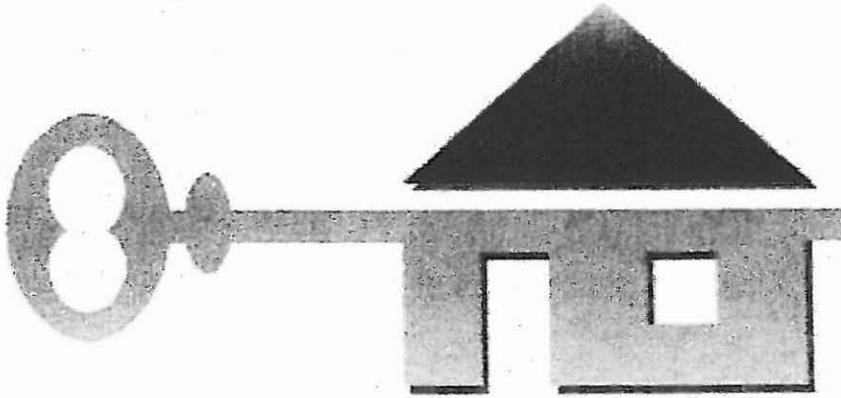
If you have any questions, please don't hesitate to contact me.

Thank you,


Louis Fineberg
Planning Director

UMG

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

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

Table of Contents

Lease Documents

Commercial Lease Agreement pages 3 - 13

Addenda

Utility Company Contact Information page 14

Smoke-Free Property Addendum page 15

Smoke-Free Property Addendum page 16

Personal Guarantee page 17

Personal Guarantee page 18

- 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 SEPARATE 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 peacefully 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:

Lucretia Wall

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>.

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: Kurt Wahl Date: 3/16/15

PERSONAL GUARANTEE

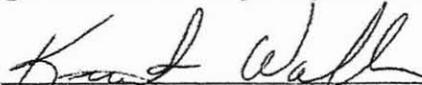
Tenant: DESSIMALS, INC
Leased Premises: 137 Cedar St, Trinidad, CO 81082
Guarantor: KEN WALLER
Guarantor's Address:

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 Guarantor's 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.

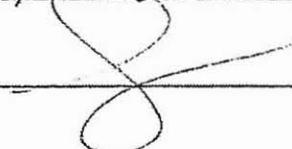
Guarantor's Signature:



Date:

3/16/15

Landlord's Signature:



Date:

3/13/15

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

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

Notary's Signature [Signature]

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Colorado }
County of Larimer } ss.

On this the 13th day of March, 2015, before me,
Garrett Carmack, the undersigned Notary Public,
personally appeared Neal Spence Jr

- 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]
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: _____

INDIVIDUAL ACKNOWLEDGMENT

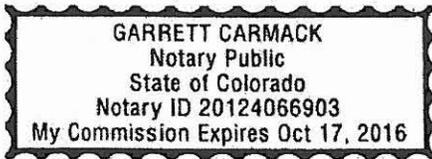
State/Commonwealth of Colorado
County of Larimer } ss.

On this the 13th day of March, 2015, before me,
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
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: _____

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

Purgatoire River, LLC

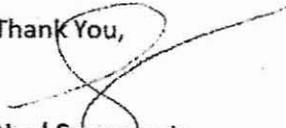
To City of Trinidad,

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.

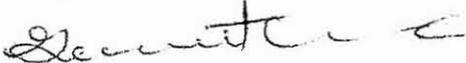
Thank You,

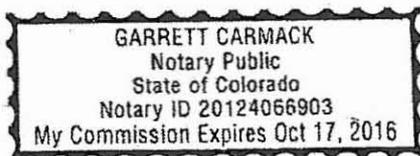

Neal Spencer, Jr
Manager
Purgatoire River, LLC

Larimer County
Colorado

Acknowledgment

3/13/2015





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
<u>BARBARA J. WALLER</u>	<u>8656 W. Progress Place, Littleton, CO 80123</u>
<u>EDMUND H. WALLER</u>	<u>8656 W. Progress Place Littleton, CO 80123</u>

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

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

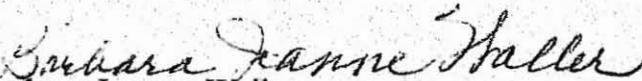
Dessimals, Inc.

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

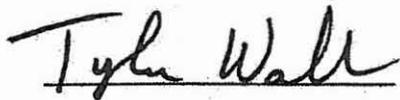
5/12/2014

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.

A handwritten signature in cursive script that reads "Tyler Waller". The signature is written in dark ink and is positioned above a horizontal line.

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

Kent 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.



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

Secretary of State of the State of Colorado

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

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



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	<u>19961029839</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>DESSIMALS, INC</u>
Form of entity	<u>Corporation</u>
Jurisdiction	<u>Colorado</u>

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	Kenneth	S	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
11333 W Saratoga Pl			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
Littleton	CO	80127	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
United States			
<small>(Province – if applicable)</small>		<small>(Country – if not US)</small>	

(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).

STATE CITY
COLORADO 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

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.

*register
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.

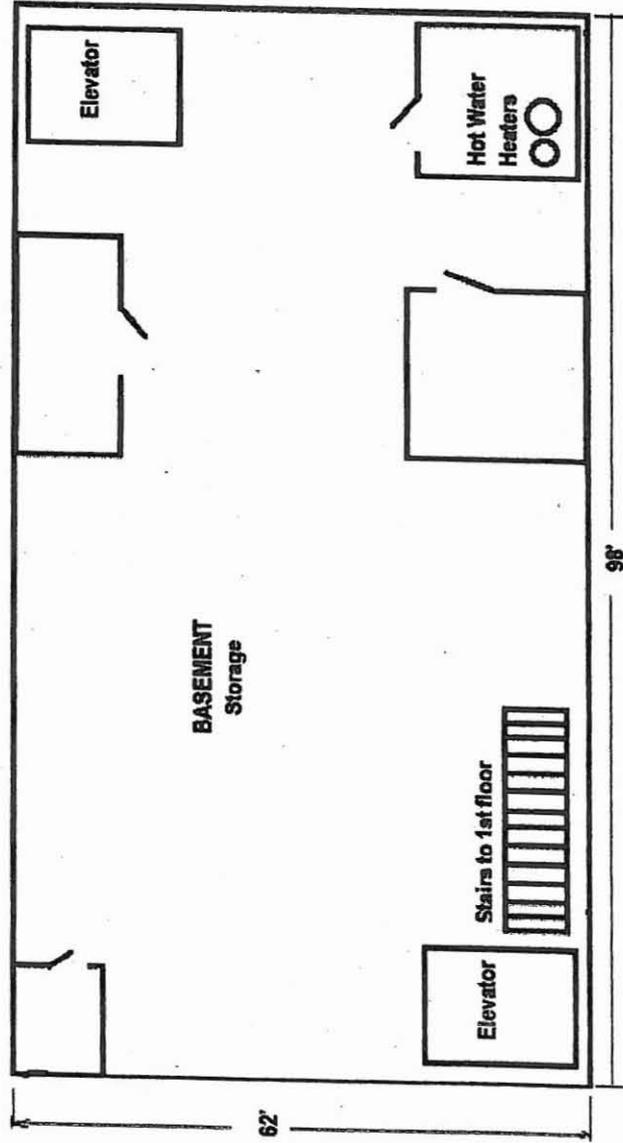
1. Click on the Login button.
2. Enter the Authorization Code from your email (first time only).
3. Click Login. You should then be in your account. NOTE: If you have additional tax types registered under the same Account Number, such as withholding, you will be able to view those tax types through the 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.

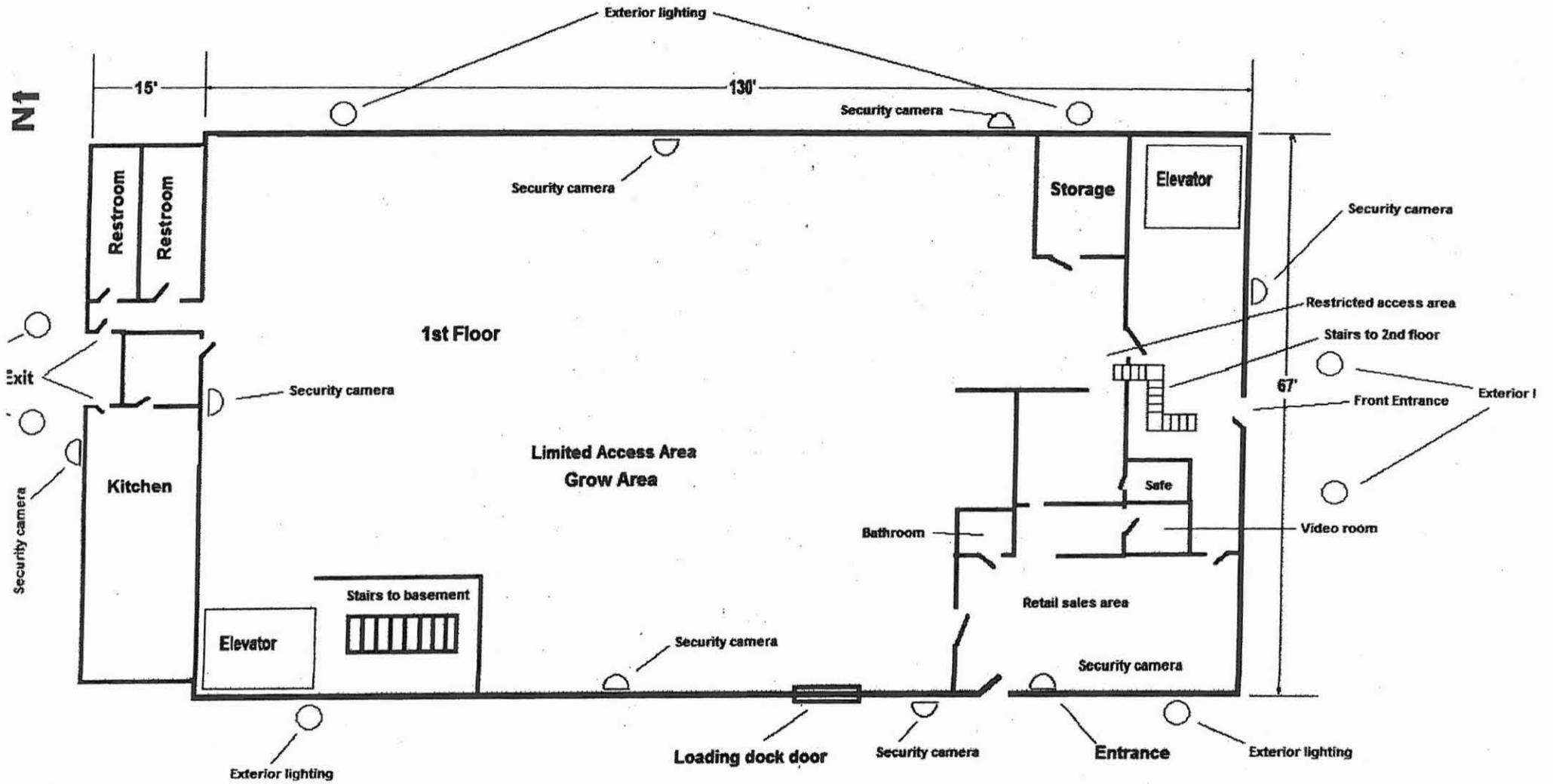
Learn more and avoid unnecessary errors by attending our free sales tax classes! Sign up at www.TaxSeminars.state.co.us

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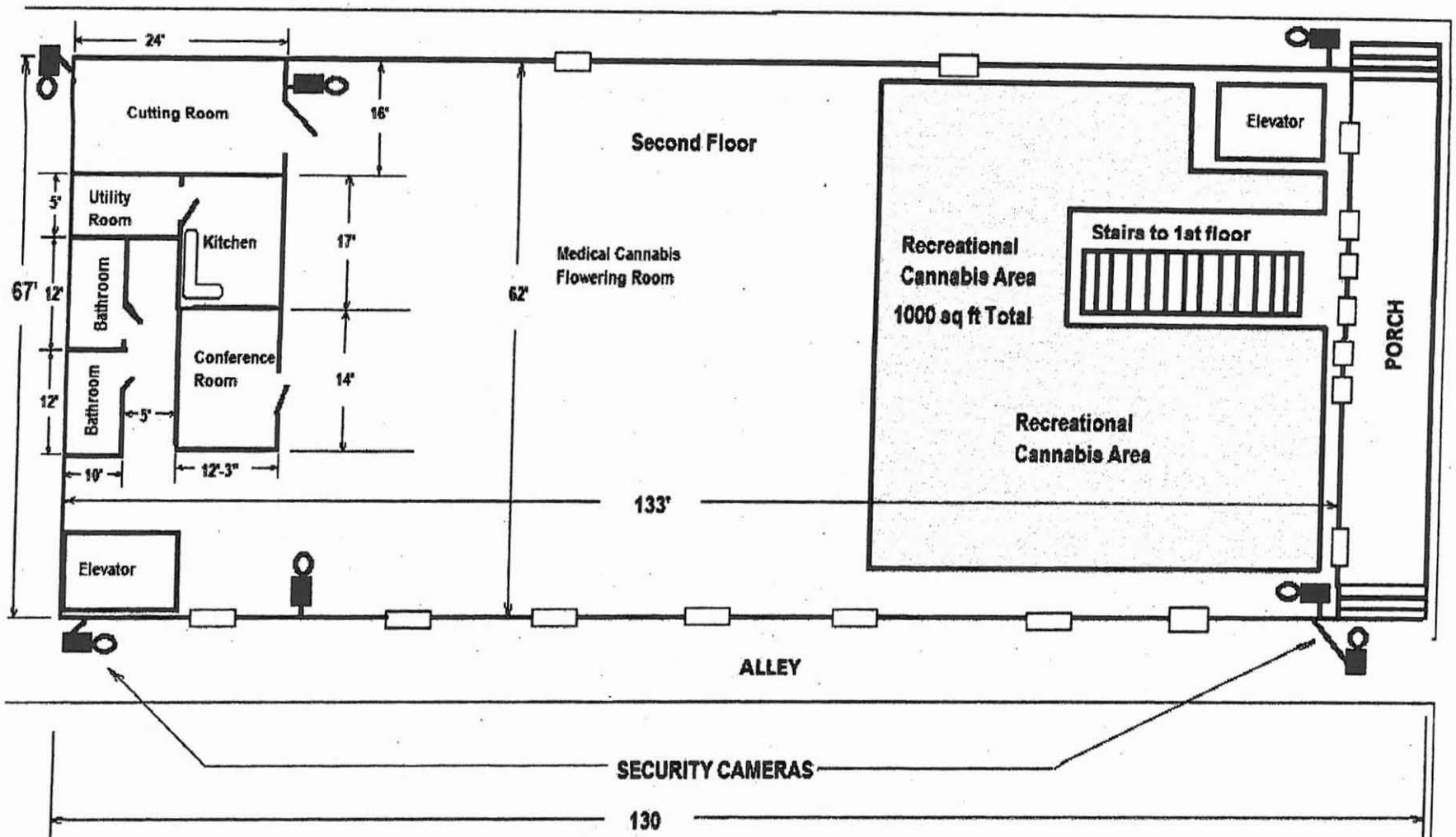


137 W. Cedar St

Scale 1" = 15'



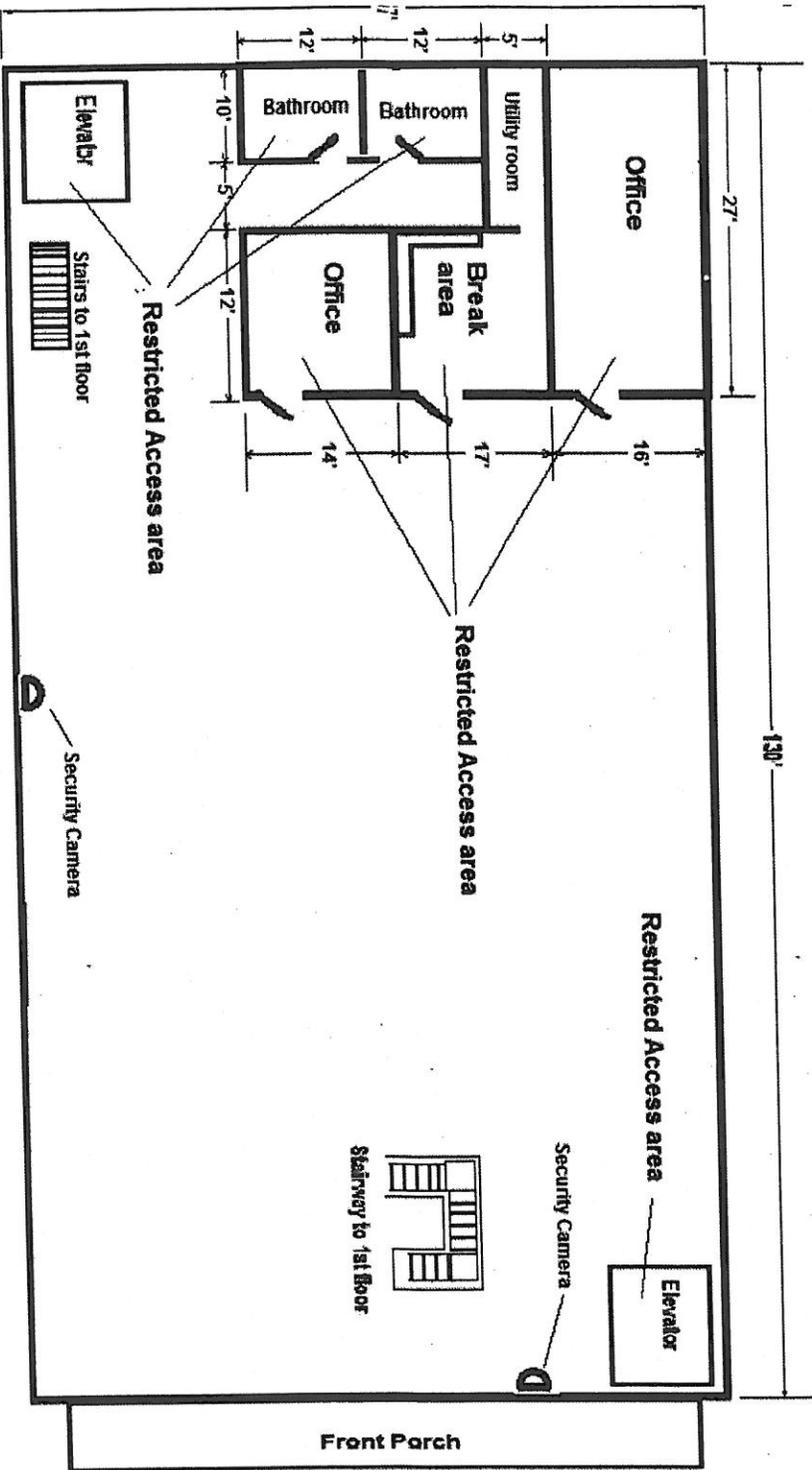
137 W. Cedar St
 Scale 1" = 15'



Scale 1" = 15'

137 W. CEDAR ST

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 / DECIMALS 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	<u>N/A</u>			

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

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 NO

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

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

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

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

PERSONAL AND FINANCIAL INFORMATION

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

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

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

k. Permanent Residence Card Number _____

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

r. Do you have a current Driver's License? YES NO If so, give State and Number 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)
County of Jefferson) ss.
Las Animas)

I, Kenneth Waller, 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.

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.

Kenneth Waller
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.

Jenell Stevenson
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.

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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.

Current	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
	[REDACTED]	<u>LITTLETON, CO, 80127</u>	<u>1991</u>	<u>PRESENT</u>

Previous _____

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

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
BAM Consulting Engineers,.....	63485 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 NO

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

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

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

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

PERSONAL AND FINANCIAL INFORMATION

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

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

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

k. Permanent Residence Card Number _____

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

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

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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.

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.

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
STATE OF COLORADO
NOTARY ID 20144047466
MY COMMISSION EXPIRES DECEMBER 15, 2018

Shaylee D Matzke
Notary Public

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



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, Karen L Waller

A handwritten signature in black ink, appearing to be 'PM', is written over the text 'Karen L 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

DATE 03/31/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: WALLER, KAREN LYNN
SOC: XXX-XX-██████████

DATE OF BIRTH: ████████████████████

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

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

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

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

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

DATE 03/31/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: WALLER, KENNETH SCOTT

DATE OF BIRTH: [REDACTED]

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



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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

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To Audra Garrett, Assistant City Manager
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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, Mon- RI: 34456 TX: ACR-2854-A
 DE: CSRSL-0039 tary Limit: \$10,000 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: 68V11000200 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) Dessimals Inc, Kenneth Walker		[2] Customer Name (First, MI, Last)			
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) 1333 W. Sandoga Pl, Littleton		City Littleton	County Jefferson	State CO	Zip 80120

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

- 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.**
- YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.**
- 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 or other 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 us or our personal. 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 subsequently 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 fire 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. **Wvint 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 Wvint 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) 713-6100. DE: Delaware State Police, dsp_welbmaster@state.de.us (302) 739-5991. DE: Division of Revenue, Business Licensing, 820 North French Street, Wilmington, DE 19801 (302) 577-6200. Delaware Office of the State Fire Marshal, Headquarters Division, 1537 Chestnut Grove Road, Dover, DE 19804-1544. 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 0519-0047. ID: Division of Building Safety 1030 E. Waterfront Street, State 150, Meridian, ID 83642 (200) 956-3044. MN: Minnesota Dept of Labor and Industry, 443 Lafayette Road, North St. Paul, MN 55155-4342 (651) 284-5064. MS: Mississippi Insurance Department, 1001 Woodfork Station 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, 9570 Gateway Drive, Suite 100, Reno, NV 89521 (775) 688-1141. NJ: Burglar & Fire Alarm License: 349F00000100.

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:
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



Description:
Description:
Description:



Description:
Description:
Description:

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

Description:

(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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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) Dessimals Inc.		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) Lucky Monkey Buds		Website Address	
Physical Address			
Street Address of Optional Premises Cultivation 137 Cedar St		City Trinidad	State ZIP CO 81082
Business Phone Number (303) 972-0483	Home Phone Number (303) 972-0483	Email Address kwaller1459@comcast.net	
Mailing Address (if different from Business Address)			
Address 11333 W Saratoga Pl		City Littleton	State ZIP 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 Kenneth Waller		Title President	Primary Contact Phone Number (303) 972-0483
Primary Contact Address (city, state ZIP) 11333 W Saratoga Pl Littleton, CO 80127		Primary Contact Fax Number (303) 972-0483	
Federal Taxpayer ID [REDACTED]	Colorado Sales Tax License # 00979789-0001	Email Address kwaller1459@comcast.net	
Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> 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 Purgatoire River LLC	Tenant Dessimals Inc.	Expires 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 Haman	[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 City of Trinidad		Address 135 N. Animas PO Box 880 Trinidad, Co 81082	
Local Licensing Authority contact name Audra Garrett		Contact Number 719-846-9843	Contact Email audra.garrett@Trinidad.co.gov
Date of application with local authority 03/05/2015		Date of approval from local authority, if any 03/11/2015 (Approval from Planning and Zoning)	
Are you requesting a concurrent review? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			



Colorado Business Medical Marijuana License Application

Marijuana Enforcement Division

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

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.)			
<input checked="" type="checkbox"/> Medical Marijuana Center (Type 1*) <input type="checkbox"/> Medical Marijuana Center (Type 2*) <input type="checkbox"/> Medical Marijuana Center (Type 3*) <input checked="" type="checkbox"/> Medical Marijuana-Infused Products Manufacturer	<input type="checkbox"/> Affiliated Business <small>*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.</small>		
Applicant's Legal Business Name (Please Print) Dessimals Inc.		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) Lucky Monkey Buds		Website Address N/A	
Physical Address			
Street Address of Medical Marijuana Business (Use Appendix A for Optional Premises Cultivation Information) 137 Cedar St			City Trinidad
			State CO
			ZIP 81082
Business Phone Number (303) 972-0483	Business Fax Number (303) 972-0483	Email Address kwaller1459@comcast.net	
Mailing Address (if different from Business Address)			
Address 11333 W Saratoga Pl		City Littleton	State CO
		ZIP 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 Kenneth Waller		Title President	Primary Contact Phone Number (303) 972-0483
Primary Contact Address (city, state ZIP) 11333 W Saratoga Pl		Primary Contact Fax Number (303) 972-0483	
Federal Taxpayer ID [REDACTED]	Colorado Sales Tax License # 00979789-0001	Email Address kwaller1459@comcast.net	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> C Corporation	<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust <input type="checkbox"/> Other _____
State of Incorporation or Creation of Business Entity Colorado			Date 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.			

1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state); (a) been denied a privileged license (ie: Liquor, Gaming, Racing and 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.		<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
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.		<input type="checkbox"/> <input checked="" type="checkbox"/>	
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.		<input type="checkbox"/> <input checked="" type="checkbox"/>	
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. <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) <u>N/A</u> (a) 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 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	██████████		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 City of Trinidad		Address 135 N Animas St Trinidad CO 81082	
Local Licensing Authority contact name Audra Garrett		Contact Phone (719) 846-9843	Contact Email audra.garrett@trinidad.co.gov
Date of application with local authority 03/12/15		Date of approval from local authority, if any 03/10/15	
Are you requesting a concurrent review? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
7. Optional Premises Cultivation License Has the Applicant filed for an Optional Premises License?		Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	
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)?		<input checked="" type="checkbox"/> <input type="checkbox"/>	
Printed Legal Business Name Dessimals Inc.	Printed Trade Name (DBA) 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 Kenneth Waller	Title President	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]	City Littleton	State CO	ZIP 80127	Phone Number (303) 972-0483	
Business Associated with (Parent business or sub-entity) N/A		Own. % Business Associated with N/A		Effective Own. % in Applicant 50%	
Name Karen Waller	Title Vice President	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]	City Littleton	State CO	ZIP 80127	Phone Number (303) 972-0483	
Business Associated with (Parent business or sub-entity) N/A		Own. % Business Associated with N/A		Effective Own. % in Applicant 50%	
Name N/A	Title N/A	SSN/FEIN N/A	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address N/A	City N/A	State N/A	ZIP N/A	Phone Number	
Business Associated with (Parent business or sub-entity) N/A		Own. % Business Associated with N/A		Effective Own. % in Applicant N/A	
Name N/A	Title N/A	SSN/FEIN N/A	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address N/A	City N/A	State N/A	ZIP N/A	Phone Number	
Business Associated with (Parent business or sub-entity) N/A		Own. % Business Associated with N/A		Effective Own. % in Applicant N/A	
Name N/A	Title N/A	SSN/FEIN N/A	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address N/A	City N/A	State N/A	ZIP N/A	Phone Number	
Business Associated with (Parent business or sub-entity) N/A		Own. % Business Associated with N/A		Effective Own. % in Applicant N/A	
Name N/A	Title N/A	SSN/FEIN N/A	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address N/A	City N/A	State N/A	ZIP N/A	Phone Number	
Business Associated with (Parent business or sub-entity) N/A		Own. % Business Associated with N/A		Effective Own. % in Applicant N/A	
Name N/A	Title N/A	SSN/FEIN N/A	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address N/A	City N/A	State N/A	ZIP N/A	Phone Number	
Business Associated with (Parent business or sub-entity) N/A		Own. % Business Associated with N/A		Effective Own. % in Applicant N/A	
Name N/A	Title N/A	SSN/FEIN N/A	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address N/A	City N/A	State N/A	ZIP N/A	Phone Number	
Business Associated with (Parent business or sub-entity) N/A		Own. % Business Associated with N/A		Effective Own. % in Applicant N/A	
Are there any outstanding options and warrants? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons and submit Associate Key License Application forms for each person					

Printed Legal Business Name Dessimals Inc.	Printed Trade Name (DBA) 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. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Financial History

- | | |
|---|---|
| 1. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments or tax liabilities due to any governmental agency anywhere? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Has the applicant, the applicant's parent company or any other intermediary business entity filed a bankruptcy petition in the past 5 years, had such a petition filed against it, or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for it? If YES, provide details on a separate sheet and attach any documents from the bankruptcy court. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Is the applicant, the applicant's parent company or any other intermediary business entity currently a party to, or has it ever been a party to, in any capacity, any business trust instrument? If YES, provide details on a separate sheet. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5. Has the applicant, the applicant's parent company or any other intermediary business entity been a party to a lawsuit in the past 5 years, either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6. Has the applicant, the applicant's parent company or any other intermediary business entity filed a business tax return in the past two years? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7. Has the applicant, the applicant's parent company or any other intermediary business entity completed financial statements, either audited or unaudited, in the past two years? If YES, attach all financial statements completed in the past two years. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 8. Has any interest or share in the profits of the sale of Marijuana been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract? If YES, provide details on a separate sheet. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 9. Attach a list detailing the operating and investment accounts for this business, including financial institution name, address, telephone number, and account number for each account. | |
| 10. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due. | |

Person who maintains Applicant's business records

Kenneth Waller
Address
11333 W Saratoga Pl

Title
President
Phone Number
(303) 972-0483

Person who prepares Applicant's tax returns, government forms & reports

Kenneth Waller
Address
11333 W Saratoga Pl

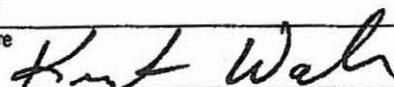
Title
President
Phone Number
(303) 972-0483

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:

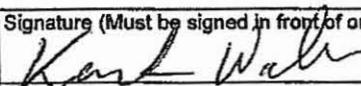
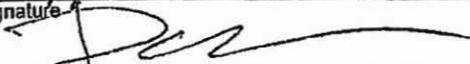
Applicant's Business Name Dessimals Inc.		Trade Name (DBA) Lucky Monkey Buds	
Legal Agent Last Name (Please Print) Waller	Legal Agent First Name Kenneth	Legal Agent Middle Name Scott	
Signature 		Date (MM/DD/YY) 3/30/15	

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) 	
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 not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
 - (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) WALLER	Legal Agent First Name KENNETH	Legal Agent Middle Name SCOTT
Legal Agent Title President	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 4/21/15	City Littleton	State CO
Witness 1 Signature 		
Signature of Marijuana Enforcement Division agent presenting this request		Date

May 7, 2015

Promissory Note

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



Promissory Note

Borrower: Dessimals, Inc.
137 W. Cedar Ave.
Trinidad, CO 81082
("Borrower")

Lender: Markus Hamm
P.O. Box 66167
Albuquerque, NM 87193
("Lender")

I. Promise to Pay

Borrower agrees to pay Lender the total amount of \$50,000 together with interest payable on the unpaid principal at the rate of 0% per annum.

Payment will be delivered to Lender to P.O. Box 66167, Albuquerque, NM 87193 or other address mutually agreed upon both parties.

II. Repayment

The amount owed under this Promissory Note will be repaid in equal installments of \$5000 made every year. The first payment will be due on May 7, 2016.

III. Late Payment Fees

If Borrower defaults in payment by more than 15 days Grace Period of the time set forth herein, then Borrower shall pay an additional late fee in the amount of \$100.

IV. Transfer of the Promissory Note

Borrower hereby waives any notice of the transfer of this Note by Lender or by any subsequent holder of this Note, agrees to remain bound by the terms of this Note subsequent to any transfer, and agrees that the terms of this Note may be fully enforced by any subsequent holder of this Note.

V. Amendment; Modification; Waiver

No amendment, modification or waiver of any provision of this Promissory Note or consent to departure therefrom shall be effective unless by written agreement signed by both Borrower and Lender.

VI. Breach of Promissory Note

No breach of any provision of this Promissory Note shall be deemed waived unless it is waived in writing.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this agreement in its entirety.

Borrower Signature:



Enter Borrower Full Name

Lender Signature:



Enter Lender Full Name

Date: 5/23/2015

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 Lafayette, 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.

For the Principal: Kenneth S. Waller

Merchants Bonding Company (Mutual)
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.



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

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond #: CO 11727

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 BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

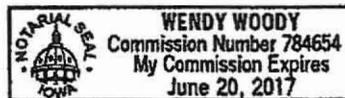
By

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.



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.



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.

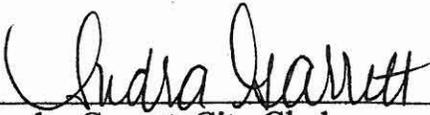
Officers: Kenneth Waller, 11333 W. Saratoga Place, Littleton, CO 80127
Karen Waller, 11333 W. Saratoga Place, Littleton, CO 80127

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, 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, City Clerk

PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS } SS

Reagen Rico, 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.

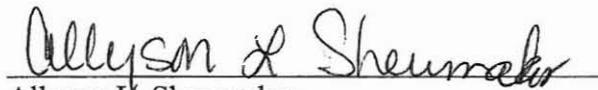
The attached Notice was published in said newspaper in its issue(s) dated

58937 July 24, 2015



Reagen Rico

Subscribed and sworn to before me this
28 day of July,
A. D., 2015.



Allyson L. Sheumaker

My commission expires on August 26, 2015

NOTICE OF PUBLIC HEARING

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, August 18, 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

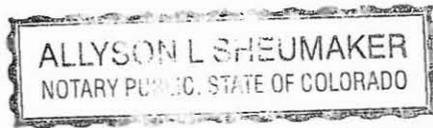
Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 20th day of July, 2015.

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

PUBLISHED: July 24, 2015 58937

Legal Notices Continued on Page 6...


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

58307 June 10, 2015

Lauri A. Duran

Lauri A. Duran

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

Allyson L. Sheumaker

Allyson L. Sheumaker

My commission expires on August 26, 2015



My Comm. Expires August 26, 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.

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 8th day of June, 2015.

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

PUBLISHED: June 10, 2015

58307

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.

(SEAL)

CITY OF TRINIDAD, COLORADO



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 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]
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 New Special Event

FOR CONSIDERATION AT

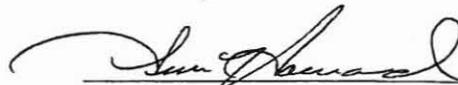
COUNCIL MEETING DATE: July 7, 2015, 7:00 p.m.

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 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

Charles J. Jensen

Signature

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

4c



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: August 18, 2015 Regular Mtg
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

4c



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		
<input type="checkbox"/> New License Application Fee	\$2,500.00	<input type="checkbox"/> License Fee/Renewal Fee \$2,500.00
<input type="checkbox"/> Transfer of Ownership Application Fee	\$1,500.00	<input type="checkbox"/> Change of Location \$1,500.00
<input type="checkbox"/> \$1.00 per square foot cultivation fee	_____	Square feet = \$ _____
<input checked="" type="checkbox"/> Expansion of cultivation area @ \$1.00 per square foot charge for that additional area \$ <u>15,000.00</u> <u>Expand 5000 square feet</u>		
LICENSE TYPE		
<input type="checkbox"/> Marijuana Store	<input type="checkbox"/> Marijuana Product Manufacturing Facility	
<input type="checkbox"/> Marijuana Cultivation Facility	<input type="checkbox"/> Marijuana Testing Facility	
TYPE OF BUSINESS		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> 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: Kenneth Middle Initial: S. Last Name: Waller

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

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
<i>Purgatoire River LLC</i>	<i>Dessimals, Inc.</i>	<i>6/30/2016</i>

**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.

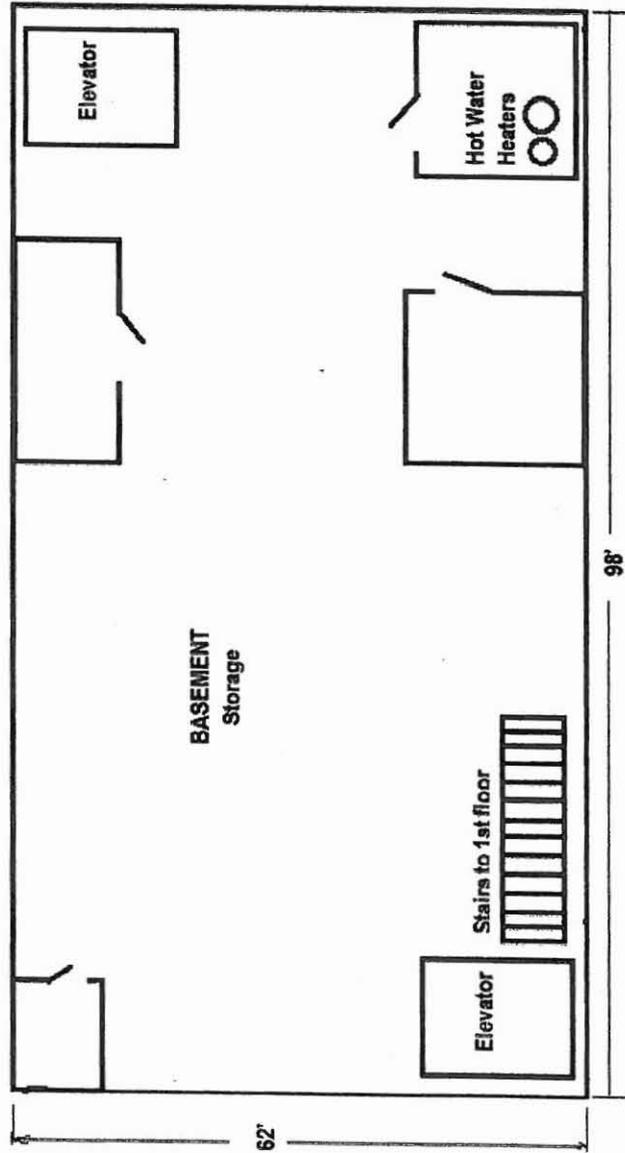
By accepting a license issued pursuant to this ordinance a licensee, jointly and severally if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account 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)

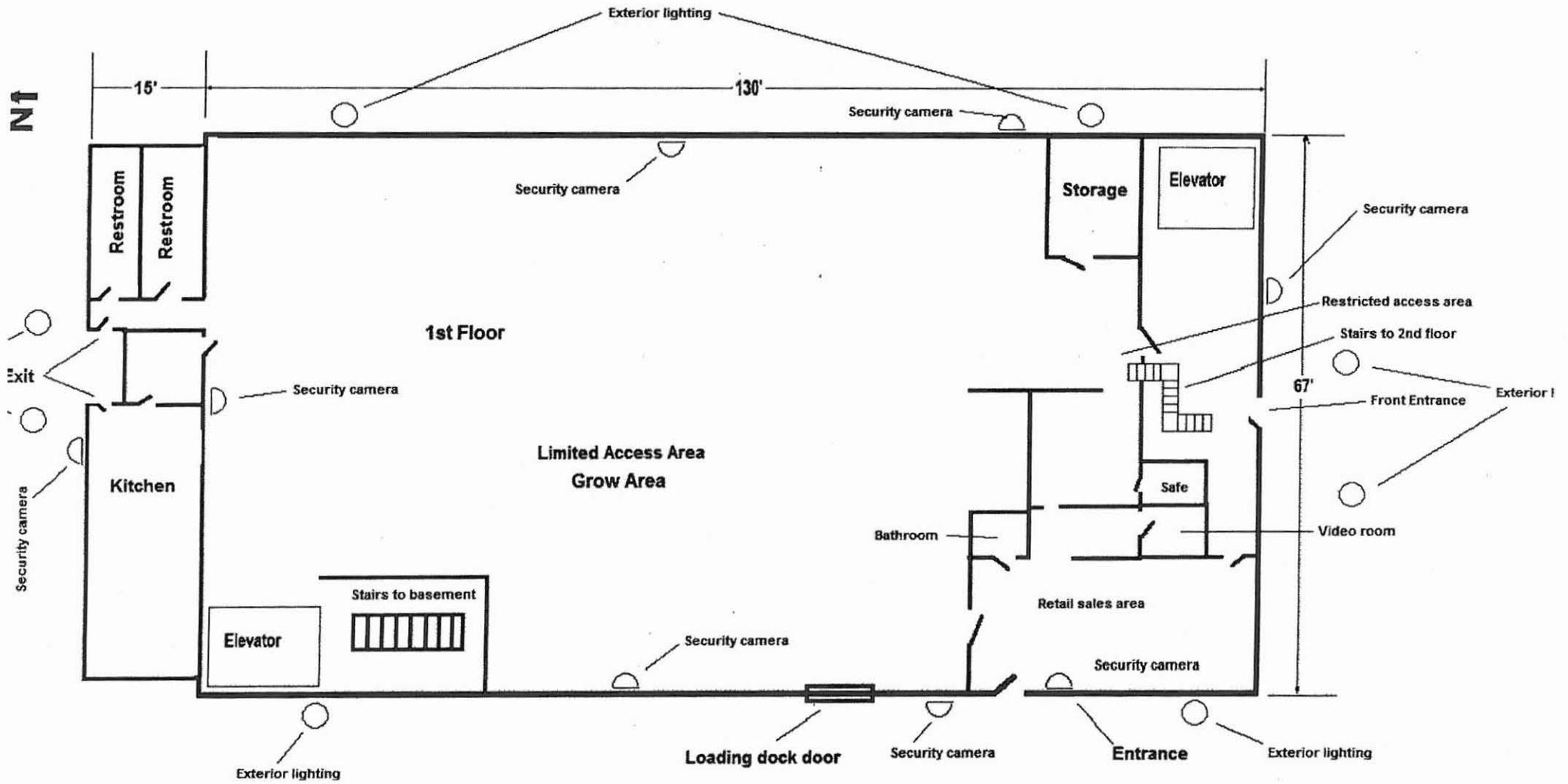
Printed Name: Kenneth Walker Date: 3/5/15

N
↓

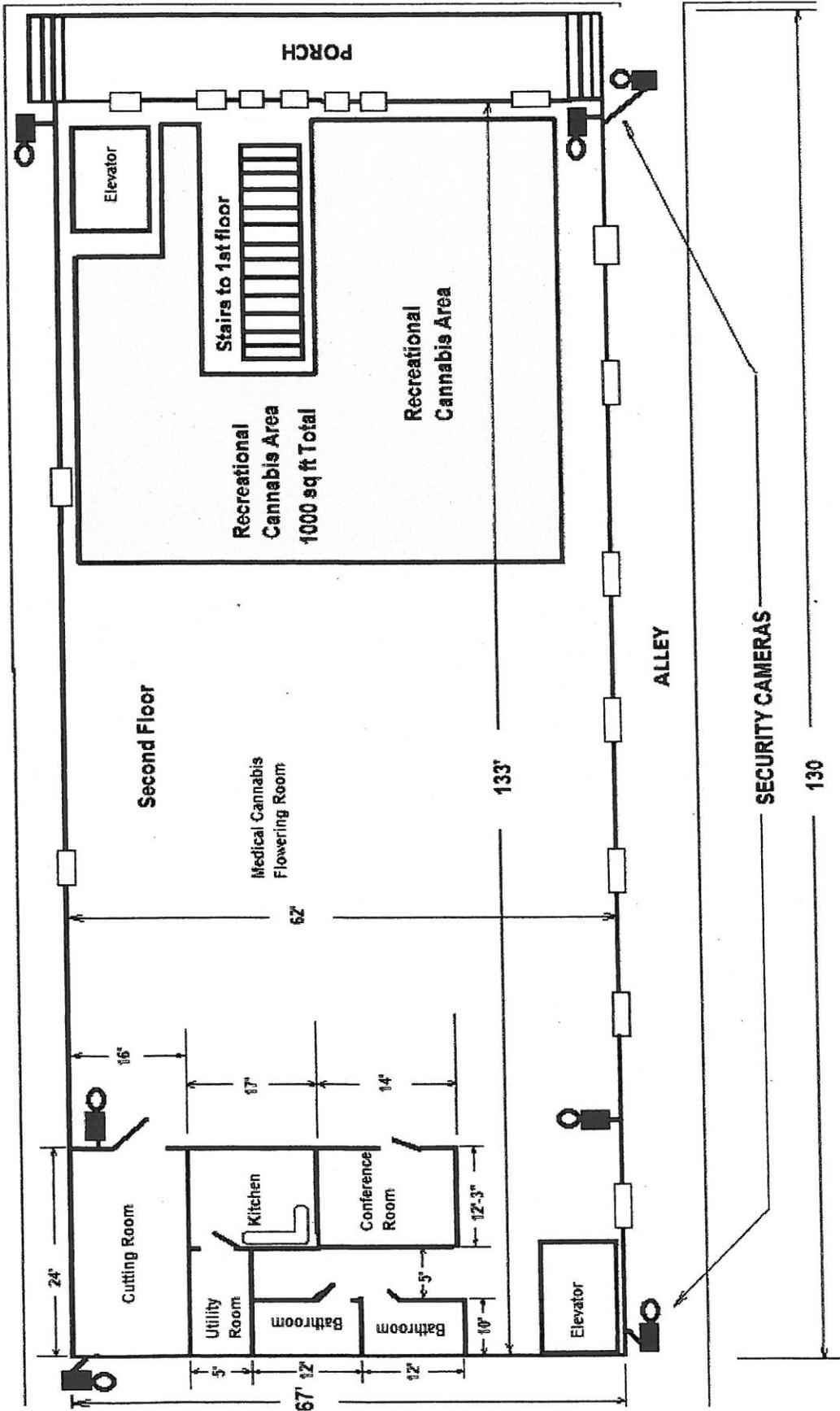


137 W. Cedar St

Scale 1" = 15'



137 W. Cedar St
Scale 1"= 15'



Scale 1"= 15'

137 W. CEDAR ST

4d



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: August 18, 2015 Regular Mtg
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE:

SUBJECT: PUBLIC HEARING (Continued)

New Retail Marijuana Store application filed by Main Street Cannabis at 401 W. Main Street

RECOMMENDED CITY COUNCIL ACTION: Continue 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.
- An executive session is posted for your judicial review

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

4d

Fingerprint results

DATE 08/01/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: SCHIERLING, ERIN JOHN
SOC: XXX-XX-██████████

DATE OF BIRTH: ████████████████████

The Colorado arrest record for the person noted to follow.

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

ATTN: PD TRINIDAD

COLORADO BUREAU OF INVESTIGATION - IDENTIFICATION UNIT
690 KIPLING STREET, SUITE #3000, DENVER, COLORADO 80215 (303)239-4208

THIS IDENTIFICATION RECORD IS FOR LAWFUL USE ONLY AND SUMMARIZES
INFORMATION SENT TO THE COLORADO BUREAU OF INVESTIGATION FROM
FINGERPRINT CONTRIBUTORS IN THE STATE OF COLORADO.

UNLESS FINGERPRINTS ACCOMPANIED YOUR INQUIRY, THE COLORADO BUREAU OF
INVESTIGATION CAN NOT GUARANTEE THIS RECORD RELATES TO THE PERSON IN
WHOM YOU HAVE AN INTEREST.

IF THE DISPOSITION IS NOT SHOWN OR FURTHER EXPLANATION OF AN ARREST
CHARGE OR DISPOSITION IS DESIRED, THAT INFORMATION MAY BE OBTAINED FROM
THE AGENCY WHO FURNISHED THE ARREST INFORMATION.

ONLY THE COURT OF JURISDICTION OR THE RESPECTIVE DISTRICT ATTORNEY'S
OFFICE WHEREIN THE FINAL DISPOSITION OCCURRED CAN PROVIDE AN OFFICIAL
COPY TO ANY SPECIFIC DISPOSITION.

STATE LAW GOVERNS ACCESS TO SEALED RECORDS.

BECAUSE ADDITIONS AND DELETIONS TO A CRIMINAL HISTORY RECORD MAY BE MADE
AT ANY GIVEN TIME, A NEW INQUIRY SHOULD BE REQUESTED WHEN NEEDED FOR
SUBSEQUENT USE.

***** IDENTIFICATION *****

NAME(S) USED:

SCHIERLING, ERIN JOHN
SCHIERLING, ERIN

PHYSICAL:

SEX: M RACE: [REDACTED] HGT: [REDACTED] WGT: [REDACTED]
EYE: GRN HAIR: BLN SKN:

DATE(S) OF BIRTH:

[REDACTED]

PLACE(S) OF BIRTH:

CO

SCARS/MARKS:

SC L CHK
TAT BACK

***** CRIMINAL HISTORY *****

===== Cycle 001 =====

----- ARREST -----

DATE ARRESTED 09/11/2001
AGENCY PUEBLO POLICE DEPARTMENT
ARREST NUMBER 117006

NAME USED SCHIERLING, ERIN JOHN
CHARGE 01
CHARGE LITERAL DISORDERLY CONDUCT DISORDERLY CONDUCT
TYPE/LEVEL MISDEMEANOR
OFFENSE DATE 09/11/2001

==== Cycle 002 =====

----- ARREST -----

DATE ARRESTED 10/25/2004
AGENCY PUEBLO POLICE DEPARTMENT
ARREST NUMBER 04T004141
NAME USED SCHIERLING, ERIN JOHN
CHARGE 01
CHARGE LITERAL DRIVING UNDER THE INFLUENCE
FACTUAL BASIS COURT ORDERED PRINTS
TYPE/LEVEL MISDEMEANOR
DOCKET C0512004T 004141

==== Cycle 003 =====

----- ARREST -----

DATE ARRESTED 11/02/2006
AGENCY PUEBLO COUNTY SHERIFF OFFICE
ARREST NUMBER 164238
NAME USED SCHIERLING, ERIN JOHN
CHARGE 01
CHARGE LITERAL TRAFFIC OFFENSE DUR/PRIOR DUI CONVICTION
TYPE/LEVEL MISDEMEANOR
CHARGE 02
CHARGE LITERAL DRIVING UNDER THE INFLUENCE
TYPE/LEVEL MISDEMEANOR
CHARGE 03
CHARGE LITERAL TRAFFIC OFFENSE LIGHT VIOLATION
TYPE/LEVEL MISDEMEANOR

==== Cycle 004 =====

----- ARREST -----

DATE ARRESTED 06/01/2008
AGENCY PUEBLO POLICE DEPARTMENT
ARREST NUMBER 178227
NAME USED SCHIERLING, ERIN JOHN
CHARGE 01
CHARGE LITERAL DRIVING UNDER THE INFLUENCE
TYPE/LEVEL MISDEMEANOR
OFFENSE DATE 06/01/2008
CHARGE 02
CHARGE LITERAL TRAFFIC OFFENSE CARELESS DRIVING
TYPE/LEVEL MISDEMEANOR
OFFENSE DATE 06/01/2008

==== Cycle 005 =====

----- ARREST -----

DATE ARRESTED 05/07/2009
AGENCY PUEBLO COUNTY SHERIFF OFFICE
ARREST NUMBER 08T4220
NAME USED SCHIERLING, ERIN
CHARGE 01
CHARGE LITERAL DRIVING UNDER THE INFLUENCE
FACTUAL BASIS COURT ORDERED PRINTS

TYPE/LEVEL MISDEMEANOR
OFFENSE DATE 10/25/2008
DOCKET C0512008T 004220

==== Cycle 006 =====

----- ARREST -----

DATE ARRESTED 05/16/2010
AGENCY PUEBLO POLICE DEPARTMENT
ARREST NUMBER 196437
NAME USED SCHIERLING, ERIN JOHN
CHARGE 01
CHARGE LITERAL DRIVING UNDER THE INFLUENCE LIQUOR
TYPE/LEVEL MISDEMEANOR
OFFENSE DATE 05/16/2010
CHARGE 02
CHARGE LITERAL TRAFFIC OFFENSE DUR/PRIOR DUI CONVICTION
TYPE/LEVEL MISDEMEANOR
OFFENSE DATE 05/16/2010
CHARGE 03
CHARGE LITERAL TRAFFIC OFFENSE CARELESS DRIVING
OFFENSE DATE 05/16/2010
CHARGE 04
CHARGE LITERAL TRAFFIC OFFENSE FAIL TO PRESNT EVID INSURANCE
TYPE/LEVEL MISDEMEANOR
OFFENSE DATE 05/16/2010

==== Cycle 007 =====

----- ARREST -----

DATE ARRESTED 05/06/2015
AGENCY PUEBLO COUNTY SHERIFF OFFICE
ARREST NUMBER 240875
NAME USED SCHIERLING, ERIN JOHN
CHARGE 01
CHARGE LITERAL FAIL TO APPEAR
TYPE/LEVEL MISDEMEANOR
OFFENSE DATE 05/06/2015
DOCKET 15T439

*CRIMINAL JUSTICE AGENCIES MAY NOT HAVE PROVIDED ALL ARRESTS, *
*CHARGES OR DISPOSITIONS TO THE CBI. THIS RECORD SHOWS ALL *
*ARRESTS, CHARGES & DISPOSITIONS THAT WERE PROVIDED, UNLESS *
*ACCESS TO THEM HAS BEEN LIMITED BY COURT ORDER. *
FALSIFYING OR ALTERING THIS RECORD WITH THE INTENT TO MISREPRESENT
*THE CONTENTS OF THE RECORD IS PROHIBITED BY LAW, AND MAY BE *
*PUNISHABLE AS A FELONY WHEN DONE WITH THE INTENT TO INJURE OR *
*DEFRAUD ANY PERSON. *

----- END OF RECORD MEETING DISSEMINATION CRITERIA -----

----- 08/01/2015 11:05MT -----

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

COCBI0000
TCN 014C0000311389

ICN E2015213000000128823

THE ENCLOSED RECORD, DATED 2015/08/01, WITH THE FBI NO. 814353TB2 AND
NGI CONTROL NUMBER (NCN) E2015213000000128823 IS BEING PROVIDED AS THE
RESULT OF CIVIL RETAIN IDENT TEN-PRINT SUBMISSION.

A CRIMINAL HISTORY REQUEST NOTIFICATION(S) WAS SENT BY THE FBI
TO THE FOLLOWING ORGANIZATIONS, EXCEPT FOR THOSE INDICATING THAT THE
REFERENCED SUBJECT IS DECEASED.

COLORADO - STATE ID/CO1411959

SINCE THIS RESPONSE CONTAINS NATIONAL FINGERPRINT FILE (NFF) AND/OR III
PARTICIPANT STATE(S) REGULATED DATA, THE RESPONSE MAY NOT BE COMPLETE.
HOWEVER THE FBI MAINTAINED DATA FROM THE NON-RESPONDING III PARTICIPANT
STATE(S) IS INCLUDED IN THE RESPONSE.

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

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

COCBI0000

ICN E2015213000000128823

THE FOLLOWING FBI IDENTIFICATION RECORD FOR 814353TB2 IS FURNISHED FOR
OFFICIAL USE ONLY.

DESCRIPTORS ON FILE ARE AS FOLLOWS:

NAME SCHIERLING, ERIN JOHN

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	GREEN	BLOND

BIRTH CITY	BIRTH PLACE
UNREPORTED	COLORADO

PATTERN CLASS
RS RS RS RS RS LS LS LS LS AU

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE	[REDACTED]	NONE

ALIAS NAME(S)
NONE

END OF COVER SHEET

***** CRIMINAL HISTORY RECORD *****
***** Introduction *****

This rap sheet was produced in response to the following request:

Subject Name(s)
State Id Number [REDACTED] (CO)
Purpose Code I
Attention E2015213000000128823;T

The information in this rap sheet is subject to the following caveats:
COLORADO BUREAU OF INVESTIGATION - IDENTIFICATION UNIT 690 KIPLING
STREET, SUITE #3000, DENVER, COLORADO 80215 (303) 239-4208 THIS
IDENTIFICATION RECORD IS FOR LAWFUL USE ONLY AND SUMMARIZES INFORMATION
SENT TO THE COLORADO BUREAU OF INVESTIGATION FROM FINGERPRINT
CONTRIBUTORS IN THE STATE OF COLORADO. UNLESS FINGERPRINTS ACCOMPANIED
YOUR INQUIRY, THE COLORADO BUREAU OF INVESTIGATION CAN NOT GUARANTEE
THIS RECORD RELATES TO THE PERSON IN WHOM YOU HAVE AN INTEREST. IF THE
DISPOSITION IS NOT SHOWN OR FURTHER EXPLANATION OF AN ARREST CHARGE OR
DISPOSITION IS DESIRED, THAT INFORMATION MAY BE OBTAINED FROM THE
AGENCY WHO FURNISHED THE ARREST INFORMATION. ONLY THE COURT OF
JURISDICTION OR THE RESPECTIVE DISTRICT ATTORNEY'S OFFICE WHEREIN THE
FINAL DISPOSITION OCCURRED CAN PROVIDE A CERTIFIED COPY TO ANY SPECIFIC
DISPOSITION. STATE LAW GOVERNS ACCESS TO SEALED RECORDS. BECAUSE
ADDITIONS AND DELETIONS TO A CRIMINAL HISTORY RECORD MAY BE MADE AT ANY
GIVEN TIME, A NEW INQUIRY SHOULD BE REQUESTED WHEN NEEDED FOR
SUBSEQUENT USE. (CO)

***** IDENTIFICATION *****

Subject Name(s)
SCHIERLING, ERIN JOHN
SCHIERLING, ERIN (AKA)

Subject Description
FBI Number [REDACTED] State Id Number [REDACTED] (CO)

Social Security Number [REDACTED]

Sex [REDACTED]
Male [REDACTED]
Height [REDACTED] Weight [REDACTED] Date of Birth [REDACTED]
Hair Color [REDACTED] Eye Color Green

Scars, Marks, and Tattoos
Code Description, Comments, and Images

SC L CHK ,
TAT BACK ,
Place of Birth
CO

Employment

Occupation CONSTRUCTION
Employer UNKNOWN
Occupation PAINTER
Employer UNKNOWN
Occupation OWNER
Employer UNKNOWN
Residence
Residence as of 2010-05-18
██████████, PUEBLO CO 81005
Residence as of 2009-05-08
██████████, PUEBLO CO
Residence as of 2006-11-02
██████████, PUEBLO CO
Residence as of 2004-10-25
██████████, PUEBLO CO
Residence as of 2001-09-11
██████████, PUEBLO CO

***** CRIMINAL HISTORY *****

===== Cycle 1 =====

Tracking Number 10916854
Earliest Event Date 2001-09-11

Arrest Date 2001-09-11
Arresting Agency CO0510100 PUEBLO POLICE DEPARTMENT
Subject's Name SCHIERLING, ERIN JOHN
Charge 1
Charge Literal DISORDERLY CONDUCT
Statute DISORDERLY CONDUCT (5311)
Counts 1
Severity MISDEMEANOR

===== Cycle 2 =====

Tracking Number 10916855
Earliest Event Date 2004-10-25

Arrest Date 2004-10-25
Arresting Agency CO0510100 PUEBLO POLICE DEPARTMENT
Subject's Name SCHIERLING, ERIN JOHN
Charge 1
Charge Literal DRIVING UNDER THE INFLUENCE
Statute DRIVING UNDER THE INFLUENCE (5404)
Counts 1
Severity MISDEMEANOR

===== Cycle 3 =====

Tracking Number 10916856
Earliest Event Date 2006-11-02

Arrest Date 2006-11-02
Arresting Agency CO0510000 PUEBLO COUNTY SHERIFF OFFICE
Subject's Name SCHIERLING, ERIN JOHN
Charge 1
Charge Literal TRAFFIC OFFENSE
Statute TRAFFIC OFFENSE (5499)
Counts 1
Severity MISDEMEANOR

Charge 2
Charge Literal DRIVING UNDER THE INFLUENCE
Statute DRIVING UNDER THE INFLUENCE (5404)
Counts 1
Severity MISDEMEANOR

Charge 3
Charge Literal TRAFFIC OFFENSE
Statute TRAFFIC OFFENSE (5499)
Counts 1
Severity MISDEMEANOR

==== Cycle 4 =====

Tracking Number 10916857
Earliest Event Date 2008-06-01

Arrest Date 2008-06-01
Arresting Agency CO0510100 PUEBLO POLICE DEPARTMENT
Subject's Name SCHIERLING, ERIN JOHN

Charge 1
Charge Literal DRIVING UNDER THE INFLUENCE
Statute DRIVING UNDER THE INFLUENCE (5404)
Counts 1
Severity MISDEMEANOR

Charge 2
Charge Literal TRAFFIC OFFENSE
Statute TRAFFIC OFFENSE (5499)
Counts 1
Severity MISDEMEANOR

==== Cycle 5 =====

Tracking Number 10916858
Earliest Event Date 2009-05-07

Arrest Date 2009-05-07
Arresting Agency CO0510000 PUEBLO COUNTY SHERIFF OFFICE
Subject's Name SCHIERLING, ERIN

Charge 1
Charge Literal DRIVING UNDER THE INFLUENCE
Statute DRIVING UNDER THE INFLUENCE (5404)
Counts 1
Severity MISDEMEANOR

==== Cycle 6 =====

Tracking Number 14847112
Earliest Event Date 2010-05-16

Arrest Date 2010-05-16
Arresting Agency CO0510100 PUEBLO POLICE DEPARTMENT
Subject's Name SCHIERLING, ERIN JOHN

Charge 1
Charge Literal DRIVING UNDER THE INFLUENCE
Statute DRIVING UNDER THE INFLUENCE (5404)
Counts 1
Severity MISDEMEANOR

Charge 2
Charge Literal TRAFFIC OFFENSE
Statute TRAFFIC OFFENSE (5499)

Counts 1
 Severity MISDEMEANOR
 Charge 3
 Charge Literal TRAFFIC OFFENSE
 Statute TRAFFIC OFFENSE (5499)
 Counts 1
 Charge 4
 Charge Literal TRAFFIC OFFENSE
 Statute TRAFFIC OFFENSE (5499)
 Counts 1
 Severity MISDEMEANOR

===== Cycle 7 =====

Tracking Number 16026604
 Earliest Event Date 2015-05-06

Arrest Date 2015-05-06
 Arresting Agency CO0510000 PUEBLO COUNTY SHERIFF OFFICE
 Charge 1
 Charge Literal FAIL TO APPEAR
 Statute FAIL TO APPEAR (5015)
 Counts 1
 Severity MISDEMEANOR

***** INDEX OF AGENCIES *****

Agency PUEBLO POLICE DEPARTMENT; CO0510100;

Agency PUEBLO COUNTY SHERIFF OFFICE; CO0510000;

* * * END OF RECORD * * *

DATE 08/01/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: SCHIERLING, JASON EDWARD
SOC: XXX-XX-██████

DATE OF BIRTH: ██████████

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

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

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

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

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

CIVIL APPLICANT RESPONSE

ICN E2015213000000129684 CIDN
SCHIERLING, JASON EDWARD
MNU SOC ██████████ SEX M

OCA ██████████
W ██████████

COCBI0000 COLORADO B OF I
DENVER CO 2015/07/24

A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2015/08/01 FEDERAL BUREAU OF INVESTIGATION

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

**Court
dispositions
provided by the
applicant**

Audra Garrett

From: Jason Schierling [redacted]
Sent: Wednesday, July 22, 2015 3:01 PM
To: Audra Garrett; lesdownslaw@comcast.net; Erin Schierling
Subject: Aaron Schierling - Arrest Disposition Information
Attachments: DUI #3.pdf; DUI #4.pdf; DUI #1.pdf; DUI #2.pdf; DUI #5.pdf; Failure to Show Insurance.pdf

Audra, Les:

Sorry I didn't get this out sooner. We had our annual license renewal conference with the Pueblo Local Licensing Authority this morning.

Attached are the disposition summary reports for Aaron's 5 DUI's and his Failure to Display Proof of Insurance arrests. All cases were dismissed - except for DUI #5.

If there is anything else you need from us, please don't hesitate to contact us. My phone # is [redacted] and my email is [redacted]. Aaron's phone # is [redacted] and his email is [redacted].

Would you let us know as soon our next Trinidad City Council meeting is scheduled.

Les: If you have a few free minutes, would you mind giving me a call.

Thanks for all your help.
~Jason Schierling

--
~Jason Schierling~
jasonschieerling@gmail.com

INTEGRATED COLORADO ONLINE NETWORK (ICON)

Status: CLSD County Court, Pueblo County
Case #: 2004 T 004141 Div/Room: 1 Type: Driving Under the Influence
The People of the State of Colorado vs SCHIERLING, ERIN JOHN

Case File Date: 9/30/2004 Case Close Date: 1/12/2006 DV STATUS:
Appealed: N Confidential Intermediary.....

Judicial Off...: Bar # Name
010025 KATHLEEN K HEARN
Alt Jud Officer: 000000

Description Stat Date Time Rm/D
Trial.....: 0:00
Next Schd Event: 0:00
Last Schd Event: Review VACT 12/01/2008 5:00 P
Last Event.....: Closed after post jdg activi n/a 1/12/2006

Attorney(s).....: Y

Agency: Pueblo Police Dept Agency Case #:
Ticket/Summons Number(s): U141687 + Arrest#:

Warrant.....: WRRRC Warrant Date: 1/12/2006 Expired Date:
Party on Warrant: SCHIERLING, ERIN JOHN
Change of Venue.: Agency:

Bond(s).....: Y

Sentence Date.....: DRSG 11/03/2004
Detention Location.....:
Supervising Agency.....:
Probation Officer.....: JAP Jacob Pino



----- PARTIES -----

PARTY ROL STS NAME ATTORNEY ROL
AGN 1 OTH MEALS ON WHEELS
Home Address.....: 230 N UNION
: PUEBLO, CO 81003
AGN 2 OTH YWCA
Home Address.....: 801 N SANTA FE AVE
: PUEBLO, CO 81003
DEF 1 SCHIERLING, ERIN JOHN MALOUFF, THEODORE J PRV
P SCHIERLING, ERIN JOHN
P SCHIERLING, ERIN JOHN
P SCHIERLING, ERIN JOHN
Date of Birth.....:
Sex.....: Male
Race.....: Caucasian
Height.....: 506
Weight.....: 130
Hair Color.....: Brown
Eye Color.....: Green
BIRTH PLACE.....: COLORADO
Marital Status.....: Never Married

PARTY ROL STS NAME ATTORNEY ROL
Home Address.....: [REDACTED]

: PUEBLO, CO 81005

PPL 1 THE PEOPLE OF THE STATE OF C
CNT STS STATUTE NUMBER CHARGE DESCRIPTION CLASS
1 (D) 42-4-1301(1)(a) Driving Under the Influence M
Offense Date: From: 9/25/2004 To: 9/25/2004 Time: BAC: .000
Arrest Date.....: Time: Ticket #: U141687
Plea.....: Plea of Guilty Date: 11/03/2004
Plea.....: Plea Withdrawn Date: 1/12/2006
Disposition.....: Dfrd Sentence Date: 11/03/2004
Disposition.....: Dism after Successful Completi Date: 1/12/2006

SNT DATE SENTENCE DESCRIPTION STATUS
11/03/2004 Deferred Sentence Granted Active
Judicial Officer.....: FIRST APPEARANCE CENTER
Court Costs - T, M, CR....: \$21.00
VAST min for off after 5/1: \$78.00
Victim Compensation Fund...: \$25.00
LEAF Assessment.....: \$90.00
Court Ordered Contribution: \$300.00
Court Ordered Contribution: \$315.00
Deferred Sentence - Alcoho: 1.00 YEAR(S)
Probation Alcohol Eval & S: 1.00 YEAR(S)
SNT DATE SENTENCE DESCRIPTION STATUS
Breath/Blood Test Cost....: \$23.50

OUT OF STATE PLEA/DONATION IN LIEU OF ALC CLASS AND UPS HRS
CONSUME NO ALCOHOL OR ILLEGAL DRUGS
NO VIOL OF LAW EXCEPT MINOR TRAFFIC VIOL OF 8 PTS OR LESS OR FISH/GAME
NO DRIVING W/OUT VALID LICENSE/INSURANCE
REPORT CHANGES OF ADDRESS/PHONE NUMBER TO COURT W/IN 10 DAYS
DONATION \$300.00 TO SRDA MEALS ON WHEELS
DONATION \$315.00 TO YWCA

2 (D) 42-4-605(1)(a) Red Light-Fail to Stop for Flashing /MDB
TIA
Offense Date: From: 9/25/2004 To: 9/25/2004 Time: BAC: .000
Arrest Date.....: Time: Ticket #: U141687
Disposition.....: Dism by DA Date: 11/03/2004
3 (D) 42-4-1409(2) No Insurance-Driver T1
Offense Date: From: 9/25/2004 To: 9/25/2004 Time: BAC: .000
Arrest Date.....: Time: Ticket #: U141687
Disposition.....: Dism by DA Date: 11/03/2004
4 (D) 42-4-1301(2)(a) DUI per se M
Offense Date: From: 9/25/2004 To: 9/25/2004 Time: BAC: .000
Arrest Date.....: Time: Ticket #: U141688
Disposition.....: Dism by DA Date: 11/03/2004

FILE DATE EVENT DESCRIPTION Event ID: 000001 E-Filed: N
9/30/2004 Summons and Complaint Filed
9/30/2004 Order for Fingerprint Event ID: 000002 E-Filed: N
Related Event FPCM Fingerprint Ord-Compliance 10/26/2004
10/12/2004 Entry of Appearance Event ID: 000003 E-Filed: N
FILED BY ATD MALOUFF /MDB

FILE DATE SCHEDULED EVENT DESCRIPTION SCHD DATE TIME ROOM PRI
10/25/2004 Arraignment 10/25/2004 10:00 AM 8
Officer: FIRST APPEARANCE CENTER Length: 1.00 Hour(s)
Status.: HELD-Hearing Held
10/26/2004 Fingerprint Ord-Compliance Event ID: 000004 E-Filed: N

FILE DATE	SCHEDULED EVENT DESCRIPTION	SCHD DATE	TIME	ROOM	PRI
	Related Event FPOR Order for Fingerprint			9/30/2004	
11/03/2004	Case Closed		Event ID: 000005	E-Filed: N	
11/03/2004	Pre-Trial Conference	11/03/2004	01:30 PM	8	
	Officer: FIRST APPEARANCE CENTER		Length: 1.00 Hour(s)		
	Status.: HELD-Hearing Held				
11/16/2004	Report		Event ID: 000006	E-Filed: N	
	FAILURE TO CONTACT PROBATION DEPT/ALCOHOL UNIT			/TRG	
1/06/2005	Letter		Event ID: 000007	E-Filed: N	
	TO DEF RE NSF CHECK.			/JLK	
4/14/2005	Letter		Event ID: 000008	E-Filed: N	
	FROM YWCA PROOF OF DONATION			/TRG	
11/03/2005	End Deferred Jgm/Snt Hearing	11/03/2005	05:00 PM	8	
	Officer: FIRST APPEARANCE CENTER		Length: 1.00 Hour(s)		
	Status.: HELD-Hearing Held		Note..: 1 YR D/S		
11/09/2005	Minute Order (No Print)		Event ID: 000009	E-Filed: N	
	REVO TO BE FILED PER DDA MARK SCARR			/MLM	
11/10/2005	Motion		Event ID: 000010	E-Filed: N	
	MOTN TO REVOKE DEFERRED SENT FILED BY DA			/BAR	
11/22/2005	Reopened		Event ID: 000011	E-Filed: N	
11/22/2005	Review	12/05/2005	10:00 PM	1	
	Officer: KATHLEEN K HEARN		Length: 1.00 Hour(s)		
	Status.: VACT-Vacated		Note..: REVO PENDING		
12/29/2005	Rtrn on Summ for Rev of Prob	12/29/2005	11:00 AM	1	
	Officer: KATHLEEN K HEARN		Length: 1.00 Hour(s)		
	Status.: PFTA-Party Failed to Appear				
	MOTION TO REVOKE D/S DEF FAILED TO COMPLETE ALCOHOL TX			/TRG	
12/29/2005	Warrant Failur to Appear		Event ID: 000012	E-Filed: N	
	DEF/ SCHIERLING, ERIN JOHN				
	500 PR STATEWIDE EXTRADITION DFTA FOR RSMR 122905				
	RET MON THRU FRI 830 A PUEBLO CTY CT DIV 1 320 W 10TH ST PUEBLO CO 81003			/MLM	
	BOND TYPE: PERSONAL RECOGNIZANCE				
	Related Event WRRC Warrant Recall			1/12/2006	
1/12/2006	Minute Order (No Print)		Event ID: 000013	E-Filed: N	
	DEF COMPLIANT; BW RECALLED, OJW FEE WAIVED; DDA STEPHEN CORNETTA WITHDRAWS				
	PETN TO REVOKE; DEF DISCHARGED FROM D/S			/MLM	
1/12/2006	Warrant Recall		Event ID: 000014	E-Filed: N	
	PER DIV 1			/MLM	
	Related Event WFTA Warrant Failur to Appear			12/29/2005	
1/12/2006	Closed after post jdg activity		Event ID: 000015	E-Filed: N	
1/12/2006	Review	12/01/2008	05:00 PM	1	
	Officer: KATHLEEN K HEARN		Length: 1.00 Hour(s)		
	Status.: VACT-Vacated		Note..: BW		

BOND INFORMATION

Bond Id Number.....: 1	Bond Status.....: BVCT	
Set Date.....: 12/29/2005	Set Amount.....: \$500.00	Type: PR
Post Date.....:	Post Amount.....:	Type:
Bond Instructions:		
May use for Fines and Costs:		
May be released to Defendant:		

End of Case: 2004 T 004141

INTEGRATED COLORADO ONLINE NETWORK (ICON)

Status: CLSD County Court, Pueblo County
Case #: 2006 T 003874 Div/Room: 304 Type: Driving Under the Influence
The People of the State of Colorado vs SCHIERLING, ERIN JOHN

Case File Date: 11/02/2006 Case Close Date: DV STATUS:
Appealed: N
Confidential Intermediary.....

Judicial Off...: Bar # Name
Alt Jud Officer: 022839 STEVEN B FIELDMAN
000000

Description Stat Date Time Rm/D
Trial.....: 0:00
Next Schd Event: 0:00
Last Schd Event: Setting HELD 12/14/2009 8:30 A
Last Event.....: Order n/a 5/19/2010

Attorney(s).....: Y +

Agency: Pueblo County Sheriff Dept Agency Case #: 06S019359
Ticket/Summons Number(s): 27354 + Arrest#: 164238

Warrant.....: Warrant Date: Expired Date:
Party on Warrant:
Change of Venue.: Agency:

Bond(s).....: Y

Sentence Date.....: SCRT 4/18/2007 +
Detention Location.....:
Supervising Agency.....:
Probation Officer.....: JAP Jacob Pino

----- PARTIES -----

PARTY ROL STS NAME ATTORNEY ROL
DEF 1 SCHIERLING, ERIN JOHN TAMELER, KARL S et al PRV

P SCHIERLING, ERIN JOHN
P SCHIERLING, ERIN JOHN
P SCHIERLING, ERIN JOHN
Date of Birth.....:
Sex.....: Male
Race.....: Caucasian
Home Phone.....:
Height.....: 505
Weight.....: 125
Hair Color.....: Blonde
Eye Color.....: Green
BIRTH PLACE.....: COLORADO
Home Address.....:
: PUEBLO, CO 81005



PPL 1 THE PEOPLE OF THE STATE OF C
----- OTHER PEOPLE -----

ROLE NAME
SRT 2 SRT MINN SUR/TRUST,

ROLE NAME
 SRT 1 SRT Rivera, Harvey P
 CNT STS STATUTE NUMBER CHARGE DESCRIPTION CLASS
 1 () 42-4-1301(1)(a) Driving Under the Influence M
 Offense Date: From: 11/02/2006 To: Time: BAC: .310
 Arrest Date: 11/02/2006 Time: Ticket #: 27354
 Plea: Plea of Guilty Date: 4/18/2007
 Disposition: Guilty Date: 4/18/2007

SNT DATE	SENTENCE DESCRIPTION	STATUS
4/18/2007	Sentence by Court	Void
	Judicial Officer.....	ADELE KONKEL ANDERSON
	Modified Date.....	5/19/2009
	Court Costs - T, M, CR....	\$21.00
	Victim Compensation Fund..	\$25.00
	LEAF Assessment.....	\$90.00
	Alcohol Eval Fee.....	\$181.00
	VAST min for off after 5/1:	\$78.00
	Brain Injury Fund (Traumat:	\$15.00
	Community Service.....	72.00 HOUR(S)
	Probation Alcohol Supervis:	18.00 MONTH(S)
	Persistent Drunk Driving S:	\$100.00
SNT DATE	SENTENCE DESCRIPTION	STATUS
	Breath/Blood Test Cost....	\$120.00
	Jail.....	90.00 DAY(S)

MONITORED BY ALCOHOL UNIT
 LEVEL 2 ALCO ED; 86 HRS ALCO TX IOP TRACK D; W/ AWARENESS INST
 CONSUME NO ALCOHOL OR ILLEGAL DRUGS INCLUDING MOUTHWASH AND CAUGH SYRUP
 NO NEW VIOLATIONS OF LAW EXCEPT MINOR TRAFFIC LESS THAN 8 PTS AND FISH/GAME
 NO DRIVING WITHOUT VALID LICENSE/INSURANCE
 REPORT CHANGES OF ADDRESS TO THE COURT WITHIN 10 DAYS
 NO RESTITUTION
 RANDOM BA'S
 40 AA MEETINGS
 ANTABUSE IF MEDICALLY ABLE
 MADD VICTIM IMPACT PANEL
 90 DAYS JAIL WITH WORK RELEASE CONSIDERED TO START ON: MAY 13, 2007 AT 8AM
 \$75 UPS FEE; REPORT TO ROOM 137 TODAY

SNT DATE	SENTENCE DESCRIPTION	STATUS
5/19/2009	Sentence by Court	Active
	Judicial Officer.....	STEVEN B FIELDMAN
	Court Costs - T, M, CR....	\$21.00
	Victim Compensation Fund..	\$25.00
	LEAF Assessment.....	\$90.00
	Alcohol Eval Fee.....	\$181.00
	VAST min for off after 5/1:	\$78.00
	Brain Injury Fund (Traumat:	\$15.00
	Community Service.....	72.00 HOUR(S)
	Probation Alcohol Supervis:	18.00 MONTH(S)
	Persistent Drunk Driving S:	\$100.00
	Breath/Blood Test Cost....	\$120.00
	Jail.....	6.00 MONTH(S)
SNT DATE	SENTENCE DESCRIPTION	STATUS

5/19/09 DEF APPRS WITH ATD TAMALER; ADMITS VIOLATION PROBATION REVOKED

CNT STS STATUTE NUMBER CHARGE DESCRIPTION CLASS
 ANDTERMINATED; 6 MONTHS JAIL CONCURRENT WITH 08T4220 DAY FOR DAY CREDIT FOR
 INPATIENT TREATMENT; STAY OF EXECUTION ON JAIL; DEF TO APPEAR 11/13/09 AT
 8:30AM; BOND RELEASED AND DISCHARGED /MDB
 ** 12-14-10 DEF APPEARS W/ATD TAMELER TO SHOW COMPLIANCE AND VERIFY START
 DATEFOR 73 DAYS OF JAIL W/WORK RELEASE GRANTED
 DEF TO START JAIL BY 01-24-10 AT NOON /SLA

2 (D) 42-2-138(1)(d) Driving under Restraint-Alcohol-related M
 Offense Date: From: 11/02/2006 To: Time: BAC: .000
 Arrest Date.....: 11/02/2006 Time: Ticket #: 27354
 Disposition.....: Dismiss by DA Date: 4/18/2007
 3 (D) 42-4-204 Headlamps-Failure to Display TIA
 Offense Date: From: 11/02/2006 To: Time: BAC: .000
 Arrest Date.....: 11/02/2006 Time: Ticket #: 27354
 Disposition.....: Dismiss by DA Date: 4/18/2007

FILE DATE EVENT DESCRIPTION Event ID: E-Filed: N
 11/02/2006 Affi in Suppt-Warrantless Arr Event ID: 000001 E-Filed: N
 11/02/2006 Summons and Complaint Filed Event ID: 000002 E-Filed: N
 11/03/2006 Entry of Appearance Event ID: 000003 E-Filed: N
 & WAIVER OF ADVSMT FILED BY ATD /BAR

FILE DATE SCHEDULED EVENT DESCRIPTION SCHD DATE TIME ROOM PRI
 11/13/2006 Appearance on Bond 11/15/2006 08:30 AM 2
 Officer: ADELE KONKEL ANDERSON Length: 1.00 Hour(s)
 Status.: HELD-Hearing Held
 12/15/2006 Pre-Trial Conference 12/15/2006 09:30 AM 2
 Officer: ADELE KONKEL ANDERSON Length: 1.00 Hour(s)
 Status.: HELD-Hearing Held
 1/31/2007 Pre-Trial Conference 1/31/2007 09:30 AM 2
 Officer: ADELE KONKEL ANDERSON Length: 1.00 Hour(s)
 Status.: HELD-Hearing Held
 1/31/2007 Alcohol Eval Ordered Event-ID: 000004 E-Filed: N
 2/13/2007 Report Event ID: 000005 E-Filed: N
 DEF FAILED TO REPRT TO ALC EVAL /JMC
 3/06/2007 Alcohol Evaluation Filed Event ID: 000006 E-Filed: N
 4/09/2007 Notice of Appearance Event ID: 000007 E-Filed: N
 DEF/ SCHIERLING, ERIN JOHN
 4/10/2007 Sentencing Hearing 4/10/2007 09:30 AM 2
 Officer: ADELE KONKEL ANDERSON Length: 1.00 Hour(s)
 Status.: CONT-Continued by Parties Note...: EVAL ORDERED
 4/18/2007 Plea Hearing 4/18/2007 09:30 AM 2
 Officer: ADELE KONKEL ANDERSON Length: 1.00 Hour(s)
 Status.: HELD-Hearing Held
 4/18/2007 Case Closed Event ID: 000008 E-Filed: N
 4/18/2007 Final Order of Judgment Event ID: 000009 E-Filed: N
 4/18/2007 Mittimus Issued Event ID: 000010 E-Filed: N
 DEF/ SCHIERLING, ERIN JOHN
 4/18/2007 Final Order of Judgment Event ID: 000011 E-Filed: N
 4/18/2007 Amended Mittimus Issued Event ID: 000012 E-Filed: N
 DEF/ SCHIERLING, ERIN JOHN
 5/01/2007 Final Order of Judgment Event ID: 000013 E-Filed: N
 5/02/2007 Motion Event ID: 000014 E-Filed: N
 APPLICATION FOR WORK RELEASE /JMC
 5/04/2007 Order Event ID: 000015 E-Filed: N
 APPROVING WORK RELEASE /MDB
 12/11/2007 Final Order of Judgment Event ID: 000016 E-Filed: N

FILE DATE	SCHEDULED EVENT DESCRIPTION	SCHD DATE	TIME	ROOM	PRI
6/04/2008	Report	Event ID: 000017		E-Filed:	N
UPS COMPLIANT					
72 HOURS ORDERED / 72 HOURS COMPLETED					
9/18/2008	Review	9/18/2008	05:00 PM	2	/SBM
	Officer: ADELE KONKEL ANDERSON		Length: 1.00	Hour(s)	
	Status.: HELD-Hearing Held		Note..: 18 MO	PRBA	
9/19/2008	Cmplnt for Revoc of Probation	Event ID: 000018		E-Filed:	N
W/PROP SUMM					
9/30/2008	Reopened	Event ID: 000019		E-Filed:	N
9/30/2008	Review	10/15/2008	05:00 PM	2	
	Officer: STEVEN B FIELDMAN		Length: 1.00	Hour(s)	
	Status.: VACT-Vacated		Note..: REVO	PENDING	
10/07/2008	Certificate Filed	Event ID: 000020		E-Filed:	N
OF MAILING SUMM ON 11 18 08 AT 11AM BY DA ON 10 7 08					
11/18/2008	Notice of Appearance	Event ID: 000021		E-Filed:	N
	DEF/ SCHIERLING, ERIN JOHN				
11/18/2008	Rtrn on Summ for Rev of Prob	11/18/2008	11:00 AM	2	
	Officer: STEVEN B FIELDMAN		Length: 1.00	Hour(s)	
	Status.: CONT-Continued by Parties				
12/05/2008	Motion	Event ID: 000022		E-Filed:	N
	ATY/ TAMELER, KARL S				
	DEF/ SCHIERLING, ERIN JOHN				
TO CONTINUE TO ALLOW DEFENDANT TO COMPLETE IN PATIENT TREATMENT					
12/05/2008	Motion	Event ID: 000023		E-Filed:	N
	ATY/ TAMELER, KARL S				
	DEF/ SCHIERLING, ERIN JOHN				
NOTICE FOR 12 12 08 @ 8:30 AM					
12/12/2008	Notice of Appearance	Event ID: 000024		E-Filed:	N
	DEF/ SCHIERLING, ERIN JOHN				
12/12/2008	Pre-Trial Conference	1/16/2009	10:00 AM	2	
	Officer: STEVEN B FIELDMAN		Length: 1.00	Hour(s)	
	Status.: VACT-Vacated				
12/12/2008	Setting	12/12/2008	08:30 AM	2	
	Officer: STEVEN B FIELDMAN		Length: 1.00	Hour(s)	
	Status.: HELD-Hearing Held		Note..: MTN TO CONTINUE		
3/12/2009	Notice Filed	Event ID: 000025		E-Filed:	N
	ATY/ TAMELER, KARL S				
	DEF/ SCHIERLING, ERIN JOHN				
TO SET 03 17 09 @ 830 AM					
3/17/2009	Notice of Appearance	Event ID: 000026		E-Filed:	N
	DEF/ SCHIERLING, ERIN JOHN				
3/17/2009	Setting	3/17/2009	08:30 AM	2	
	Officer: STEVEN B FIELDMAN		Length: 1.00	Hour(s)	
	Status.: HELD-Hearing Held		Note..: FURTHER PROCEED		
3/24/2009	Setting	5/04/2009	08:30 AM	2	
	Officer: STEVEN B FIELDMAN		Length: 1.00	Hour(s)	
	Status.: VACT-Vacated				
3/24/2009	Setting	3/24/2009	08:30 AM	2	
	Officer: STEVEN B FIELDMAN		Length: 1.00	Hour(s)	
	Status.: HELD-Hearing Held				
3/24/2009	Notice of Appearance	Event ID: 000027		E-Filed:	N
	DEF/ SCHIERLING, ERIN JOHN				
5/07/2009	Notice of Appearance	Event ID: 000028		E-Filed:	N
	DEF/ SCHIERLING, ERIN JOHN				

FILE DATE	SCHEDULED EVENT DESCRIPTION	SCHD DATE	TIME	ROOM	PRI
5/07/2009	Plea & Sentencing Hearing Officer: STEVEN B FIELDMAN Status.: CONT-Continued by Parties	5/07/2009	09:30 AM	2	
			Length: 1.00 Hour(s)		
5/19/2009	Plea & Sentencing Hearing Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	5/19/2009	03:00 PM	2	
			Length: 1.00 Hour(s)		
5/19/2009	Closed after post jdg activity	Event ID: 000029		E-Filed: N	
5/19/2009	Final Order of Judgment	Event ID: 000030		E-Filed: N	
5/19/2009	Closed after post jdg activity	Event ID: 000033		E-Filed: N	
11/13/2009	Reopened	Event ID: 000031		E-Filed: N	
11/13/2009	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000032		E-Filed: N	
11/13/2009	Review Officer: STEVEN B FIELDMAN Status.: CONT-Continued by Parties	11/13/2009	08:30 AM	2	
			Length: 1.00 Hour(s)		
12/14/2009	Setting Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	12/14/2009	08:30 AM	2	
			Length: 1.00 Hour(s)		
12/14/2009	Final Order of Judgment	Event ID: 000034		E-Filed: N	
12/14/2009	Amended Mittimus Issued DEF/ SCHIERLING, ERIN JOHN	Event ID: 000035		E-Filed: N	
1/27/2010	Request Filed	Event ID: 000036		E-Filed: N	
FOR WORK RELEASE				/GLR	
1/28/2010	Order DEF/ SCHIERLING, ERIN JOHN	Event ID: 000037		E-Filed: N	
APPROVING WORK RELEASE				/SPF	
5/14/2010	Motion ATY/ TAMELER, KARL S DEF/ SCHIERLING, ERIN JOHN	Event ID: 000038		E-Filed: N	
TO WITHDRAW AS COUNSEL OF RECORD				/PJB	
PROPOSED ORDER				5/19/2010	
5/19/2010	Order Related Event ORDR Order	Event ID: 000039		E-Filed: N	
GRANTING MOTN TO WITHDRAW AS COUNSEL OF RECORD				/SPF	
	Related Event MOTN Motion			5/14/2010	

BOND INFORMATION

Bond Id Number.....: 1 Bond Status.....: BRLD
Post Date.....: 11/02/2006 Post Amount.....: \$10,000.00 Type: SUR
Professional Surety: Rivera, Harvey P
Prof Surety Power #: M087591
Bond Instructions:
May use for Fines and Costs:
May be released to Defendant:

End of Case: 2006 T 003874

INTEGRATED COLORADO ONLINE NETWORK (ICON)

Status: CLSD County Court, Pueblo County
 Case #: 2008 T 004220 Div/Room: 304 Type: Driving Under the Influence
 The People of the State of Colorado vs SCHIERLING, ERIN

Case File Date: 10/31/2008 Case Close Date: 12/14/2009 DV STATUS: Appealed: N
 Confidential Intermediary.....:

Bar # Name
 Judicial Off....: 022839 STEVEN B FIELDMAN
 Alt Jud Officer: 000000

Description	Stat Date	Time	Rm/D
Trial.....:		0:00	
Next Schd Event:		0:00	
Last Schd Event: Review	VACT 12/01/2011	7:00 P	
Last Event.....: Order	n/a 5/19/2010		

Attorney(s)....: N

Agency: Pueblo Police Dept Agency Case #: 08-25180
 Ticket/Summons Number(s): U202753 + Arrest#:

Warrant.....: WCAN Warrant Date: 3/24/2009 Expired Date:
 Party on Warrant: SCHIERLING, ERIN
 Change of Venue.: Agency:

Bond(s).....: Y

Sentence Date.....: SCRT 5/19/2009
 Detention Location.....:
 Supervising Agency.....:
 Probation Officer.....: JAP Jacob Pino



PARTY	ROL	STS	NAME	ATTORNEY	ROL
DEF	1		SCHIERLING, ERIN		
			Date of Birth.....:		
			Sex.....:	Male	
			Race.....:	Caucasian	
			Home Phone.....:		
			Height.....:	506	
			Weight.....:	135	
			Hair Color.....:	Blonde	
			Eye Color.....:	Blue	
			Home Address.....:		
				: PUEBLO, CO 81005	

PPL	CNT	STS	STATUTE NUMBER	CHARGE DESCRIPTION	CLASS
1	1	(D)	42-4-1401	Reckless Driving	T2
			Offense Date: From: 10/25/2008 To:	Time:	BAC: .000
			Arrest Date.....:	Time:	Ticket #: U202753
			Disposition.....: Dism by DA	Date: 5/19/2009	
2	2	(D)	42-4-1409(3)	Failure to Display Proof of Insurance	T1
			Offense Date: From: 10/25/2008 To:	Time:	BAC: .000

CNT STS STATUTE NUMBER CHARGE DESCRIPTION CLASS
 Arrest Date.....: Time: Ticket #: U202753
 Disposition.....: Dism by DA Date: 5/19/2009
 3 () 42-4-1301(1)(a) Driving Under the Influence M
 Offense Date: From: 10/25/2008 To: Time: BAC: .000
 Arrest Date.....: Time: Ticket #: U202753
 Plea.....: Plea of Guilty Date: 5/19/2009
 Disposition.....: Guilty Date: 5/19/2009

SNT DATE SENTENCE DESCRIPTION STATUS
 5/19/2009 Sentence by Court Active
 Judicial Officer.....: STEVEN B FIELDMAN
 Victim Compensation Fund...: \$33.00
 Victims Assistance Fund...: \$78.00
 Alcohol Eval Fee.....: \$200.00
 Jail.....: 6.00 MONTH(S) SE
 Court Costs.....: \$21.00
 Court Security Cash Fund...: \$5.00
 LEAF Assessment.....: \$90.00
 Brain Injury Fund (Traumat: \$15.00
 Persistent Drunk Driving S: \$50.00

6 MONTHS JAIL WITH STAY OF EXECUTION CONCURRENT WITH 06T3874
 DAY FOR DAY CREDIT FOR IN PATIENT TREATMENT
 DEF TO APPEAR 11/13/09 AT 8:30AM

RESTITUTIOJ OPEN 90 DAYS

BOND RELEASED AND DISCHARGED

/MDB

FILE DATE EVENT DESCRIPTION Event ID: E-Filed: N
 10/31/2008 Summons and Complaint Filed Event ID: 000001 E-Filed: N
 11/05/2008 Order for Fingerprint Event ID: 000002 E-Filed: N
 Related Event FPCM Fingerprint Ord-Compliance 5/08/2009
 11/18/2008 Notice of Appearance Event ID: 000003 E-Filed: N
 DEF/ SCHIERLING, ERIN

FILE DATE SCHEDULED EVENT DESCRIPTION SCHD DATE TIME ROOM PRI
 11/18/2008 Arraignment 11/24/2008 10:00 AM 8
 Officer: FIRST APPEARANCE CENTER Length: 1.00 Hour(s)
 Status.: VACT-Vacated
 1/16/2009 Pre-Trial Conference 1/16/2009 10:00 AM 2
 Officer: STEVEN B FIELDMAN Length: 1.00 Hour(s)
 Status.: PFTA-Party Failed to Appear
 1/16/2009 Warrant Failur to Appear Event ID: 000004 E-Filed: N
 DEF/ SCHIERLING, ERIN

RETURNABLE TO PUEBLO COMBINED COURTS 320 W 10TH ST PUEBLO CO 81003
 STATEWIDE EXTRADITION TUE THRU FRI AT 830AM DIV 2

DEF FAILED TO APPEAR FOR PRETRIAL CONF

/MDB

BOND TYPE: CASH OR SURETY

3/24/2009 Related Event WCAN Warrant Cancelled 3/24/2009
 Warrant Cancelled Event ID: 000005 E-Filed: N
 3/24/2009 Related Event WFTA Warrant Failur to Appear 1/16/2009
 Notice of Appearance Event ID: 000006 E-Filed: N
 DEF/ SCHIERLING, ERIN
 3/24/2009 Review 12/01/2011 07:00 PM 2
 Officer: STEVEN B FIELDMAN Length: 1.00 Hour(s)
 Status.: VACT-Vacated Note...: WARRANT
 5/07/2009 Plea & Sentencing Hearing 5/07/2009 09:30 AM 2
 Officer: STEVEN B FIELDMAN Length: 1.00 Hour(s)
 Status.: CONT-Continued by Parties

FILE DATE	SCHEDULED EVENT DESCRIPTION	SCHD DATE	TIME	ROOM	PRI
5/07/2009	Notice of Appearance DEF/ SCHIERLING, ERIN		Event ID: 000007	E-Filed:	N
5/08/2009	Fingerprint Ord-Compliance DEF FINGERPRINTED AND PHOTOGRAPHED ON 5-7-09 BY PCSO		Event ID: 000008	E-Filed:	N
	Related Event FPOR Order for Fingerprint			11/05/2008	/SLC
5/19/2009	Case Closed		Event ID: 000009	E-Filed:	N
5/19/2009	Final Order of Judgment		Event ID: 000010	E-Filed:	N
5/19/2009	Case Closed		Event ID: 000011	E-Filed:	N
5/19/2009	Final Order of Judgment		Event ID: 000012	E-Filed:	N
5/19/2009	Sentencing Hearing Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	5/19/2009	03:00 PM	2	Length: 1.00 Hour(s)
11/13/2009	Review Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	11/13/2009	08:30 AM	2	Length: 1.00 Hour(s)
11/13/2009	Reopened		Event ID: 000013	E-Filed:	N
11/13/2009	Notice of Appearance DEF/ SCHIERLING, ERIN		Event ID: 000014	E-Filed:	N
12/14/2009	Closed after post jdg activity DEF TO SERVE JAIL TIME WITH SOE TILL 01-24-10 TO BE CONCURRENT WITH 06T3874		Event ID: 000015	E-Filed:	N
12/14/2009	Setting Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	12/14/2009	08:30 AM	2	Length: 1.00 Hour(s) Note..: W/06T3874
5/14/2010	Motion DEF/ SCHIERLING, ERIN		Event ID: 000016	E-Filed:	N

TO WITHDRAW AS COUNSEL OF RECORD AS FILED BY ATTY TAMELER
PROPOSED ORDER

5/19/2010	Order		Event ID: 000017	E-Filed:	N	/PJB
	GRANTING MOTN TO WITHDRAW AS COUNSEL OF RECORD					/SPF

BOND INFORMATION

Bond Id Number.....:	1	Bond Status.....:	BSET	
Set Date.....:	1/16/2009	Set Amount.....:	\$1,000.00	Type: CS
Post Date.....:		Post Amount.....:		Type:
Bond Instructions:				
May use for Fines and Costs:				
May be released to Defendant:				

End of Case: 2008 T 004220

INTEGRATED COLORADO ONLINE NETWORK (ICON)

Status: CLSD County Court, Pueblo County
 Case #: 2008 T 002206 Div/Room: 304 Type: Driving Under the Influence
 The People of the State of Colorado vs SCHIERLING, ERIN JOHN

Case File Date: 6/02/2008 Case Close Date: 5/19/2009 DV STATUS: Appealed: N
 Confidential Intermediary.....:

Judicial Off...: Bar # Name
 022839 STEVEN B FIELDMAN
 Alt Jud Officer: 000000

Description	Stat Date	Time	Rm/D
Trial.....:		0:00	
Next Schd Event:		0:00	
Last Schd Event: Plea & Sentencing Hearing	HELD 5/19/2009	3:00 P	
Last Event.....: Case Closed-Case Dismissed	n/a 5/19/2009		

Attorney(s).....: Y

Agency: Pueblo Police Dept Agency Case #: 08P13590
 Ticket/Summons Number(s): U199367 + Arrest#: 178227

Warrant.....: Warrant Date: Expired Date:
 Party on Warrant:
 Change of Venue.: Agency:

Bond(s).....: Y

Sentence Date.....: SPLE 4/08/2011
 Detention Location.....:
 Supervising Agency.....:
 Probation Officer.....: KMR Kimberlee M Romero

----- PARTIES -----

PARTY	ROL	STS	NAME	ATTORNEY	ROL
DEF	1	OTH	SCHIERLING, ERIN JOHN	TAMELER, KARL S	PRV
		P	SCHIERLING, ERIN JOHN		
		P	SCHIERLING, ERIN JOHN		
		P	SCHIERLING, ERIN JOHN		

Date of Birth.....: [REDACTED]
 Sex.....: Male
 Race.....: Caucasian
 Home Phone.....: [REDACTED]
 Height.....: 506
 Weight.....: 130
 Hair Color.....: Brown
 Eye Color.....: Green
 BIRTH PLACE.....: COLORADO
 Marital Status.....: Never Married
 Home Address.....: [REDACTED]
 : PUEBLO, CO 81005



PPL 1 THE PEOPLE OF THE STATE OF C
 ----- OTHER PEOPLE -----
 ROLE NAME

FILE DATE	SCHEDULED EVENT DESCRIPTION	SCHD DATE	TIME	ROOM	PRI
NOTICE FOR 12 12 08 @ 8:30 AM					/CDB
12/12/2008	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000013		E-Filed:	N
12/12/2008	Pre-Trial Conference Officer: STEVEN B FIELDMAN Status.: VACT-Vacated	1/16/2009	10:00 AM	2	
			Length: 1.00	Hour(s)	
12/12/2008	Setting Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	12/12/2008	08:30 AM	2	
			Length: 1.00	Hour(s)	
			Note.: MTN TO CONTINUE		
3/12/2009	Notice Filed ATY/ TAMELER, KARL S DEF/ SCHIERLING, ERIN JOHN	Event ID: 000014		E-Filed:	N
TO SET 03 17 09 @ 930 AM					/CDB
3/17/2009	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000015		E-Filed:	N
3/17/2009	Setting Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	3/17/2009	08:30 AM	2	
			Length: 1.00	Hour(s)	
			Note.: FURTHER PROCEED		
3/24/2009	Review Officer: STEVEN B FIELDMAN Status.: VACT-Vacated	5/04/2009	08:30 AM	2	
			Length: 1.00	Hour(s)	
3/24/2009	Setting Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	3/24/2009	08:30 AM	2	
			Length: 1.00	Hour(s)	
3/24/2009	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000016		E-Filed:	N
3/24/2009	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000017		E-Filed:	N
3/24/2009	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000018		E-Filed:	N
5/07/2009	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000019		E-Filed:	N
5/07/2009	Plea & Sentencing Hearing Officer: STEVEN B FIELDMAN Status.: CONT-Continued by Parties	5/07/2009	09:30 AM	2	
			Length: 1.00	Hour(s)	
5/19/2009	Plea & Sentencing Hearing Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	5/19/2009	03:00 PM	2	
			Length: 1.00	Hour(s)	
5/19/2009	Case Closed-Case Dismissed	Event ID: 000020		E-Filed:	N

BOND INFORMATION

Bond Id Number.....: 1 Bond Status.....: BRLD
Post Date.....: 6/01/2008 Post Amount.....: \$1,500.00 Type: SUR
Professional Surety: Speaks, Tambrey T
Prof Surety Power #: T3-50097867
Bond Instructions:
May use for Fines and Costs:
May be released to Defendant:

End of Case: 2008 T 002206

INTEGRATED COLORADO ONLINE NETWORK (ICON)

Status: CLSD County Court, Pueblo County
Case #: 2010 T 001718 Div/Room: 304 Type: Driving Under the Influence
The People of the State of Colorado vs SCHIERLING, ERIN JOHN

Case File Date: 5/17/2010 Case Close Date: 6/08/2011 DV STATUS:
Confidential Intermediary.....: Appealed: N

Judicial Off....: Bar # Name
Alt Jud Officer: 022839 STEVEN B FIELDMAN
000000

Description Stat Date Time Rm/D
Trial.....: 0:00
Next Schd Event: 0:00
Last Schd Event: Review W/Appearance of Parti HELD 10/31/2012 8:30 A
Last Event.....: Probation Terminated n/a 11/27/2012

Attorney(s).....: Y

Agency: Pueblo Police Dept Agency Case #: 10-008780
Ticket/Summons Number(s): U213381 + Arrest#: 196437

Warrant.....: Warrant Date: Expired Date:
Party on Warrant:
Change of Venue.: Agency:

Bond(s).....: Y

Sentence Date.....: SPLE 4/08/2011 +
Detention Location.....:
Supervising Agency.....:
Probation Officer.....: KMR Kimberlee M Romero

----- PARTIES -----

PARTY ROL STS NAME ATTORNEY ROL
DEF 1 SCHIERLING, ERIN JOHN
P SCHIERLING, ERIN JOHN
P SCHIERLING, ERIN JOHN
Date of Birth.....:
Sex.....: Male
Race.....: Caucasian
Home Phone.....:
Height.....: 505
Weight.....: 136
Hair Color.....: Brown
Eye Color.....: Green
Home Address.....:
: PUEBLO, CO 81005



PPL 1 THE PEOPLE OF THE STATE OF C

----- OTHER PEOPLE -----

ROLE NAME
SRT 2 SRT PROFESSIONAL CASH BOND AGENT
SRT 1 SRT TITUS, JANICE K

CNT	STS	STATUTE NUMBER	CHARGE DESCRIPTION	CLASS
1	(D)	42-4-1402	CARELESS DRIVING	T2
		Offense Date: From:	5/16/2010 To: 5/16/2010 Time:	BAC: .000
		Arrest Date.....:	5/16/2010 Time:	Ticket #: U213381
		Disposition.....:	Dismiss by DA	Date: 4/08/2011
2	(D)	42-4-1409(3)	FAILURE TO DISPLAY PROOF OF INSURANCE	T1
		Offense Date: From:	5/16/2010 To: 5/16/2010 Time:	BAC: .000
		Arrest Date.....:	5/16/2010 Time:	Ticket #: U213381
		Disposition.....:	Dismiss by DA	Date: 4/08/2011
3	(D)	42-2-138(1)(d)	DRIVING UNDER RESTRAINT-ALCOHOL-RELATED	M
		Offense Date: From:	5/16/2010 To: 5/16/2010 Time:	BAC: .000
		Arrest Date.....:	5/16/2010 Time:	Ticket #: U213381
		Disposition.....:	Dismiss by DA	Date: 4/08/2011
4	()	42-4-1301(1)(b)	DRIVING WHILE ABILITY IMPAIRED	M
		Offense Date: From:	5/16/2010 To: 5/16/2010 Time:	BAC: .000
		Arrest Date.....:	5/16/2010 Time:	Ticket #: U213382
		Plea.....:	Plea of Guilty	Date: 4/08/2011
		Disposition.....:	Guilty	Date: 4/08/2011
4	(A)	42-4-1301(1)(a)	DRIVING UNDER THE INFLUENCE	M
		Offense Date: From:	5/16/2010 To: 5/16/2010 Time:	BAC: .000
		Arrest Date.....:	5/16/2010 Time:	Ticket #: U213382

SNT DATE	SENTENCE DESCRIPTION	STATUS
4/08/2011	Sentence Resulting fm Plea	Void
	Judicial Officer.....:	STEVEN B FIELDMAN
	Modified Date.....:	11/27/2012
	Alcohol Eval Fee.....:	\$200.00
	Victims Assistance Fund...:	\$78.00
	Victim Compensation Fund...:	\$33.00
	Court Costs.....:	\$21.00
	Court Security Cash Fund...:	\$5.00
	LEAF Assessment.....:	\$90.00
	Brain Injury Fund (Traumat...:	\$20.00
	Persistent Drunk Driving S...:	\$50.00
	Genetic Testing Surcharge...:	\$2.50
	Rural Youth Alc/Sub Abuse ...:	\$5.00
	Probation.....:	2.00 YEAR(S)
	Probation Supervision Fee...:	\$1,200.00
SNT DATE	SENTENCE DESCRIPTION	STATUS
	Community Service.....:	96.00 HOUR(S)
	Jail.....:	120.00 DAY(S)

DEF APPEARS W/TAMELER; DDA ZAMARRIPA
SUPERVISED BY PROBATION DEPT; DEF MUST REPORT TO 1120 COURT TODAY
WITHIN 30 DAYS START LEVEL 2 ALCO ED;24 HRS ALCO TX;68 HRS
NO OBJECTION FOR TREATMENT COMPLETED THROUGH VA
ABIDE BY ALL TERMS AND CONDITIONS OF PROBATION DEPT.
CONSUME NO ALCOHOL OR ILLEGAL DRUGS
NO NEW VIOLATIONS OF LAW EXCEPT MINOR TRAFFIC LESS THAN 8 PTS AND FISH/GAME
NO DRIVING WITHOUT VALID LICENSE/INSURANCE
MUST HAVE INTERLOCK ON VEHICLE IF DEF HAS VALID LICENSE
REPORT CHANGES OF ADDRESS TO THE COURT WITHIN 10 DAYS
NO RESTITUTION
RANDOM BA'S/UA'S
MADD VICTIM IMPACT PANEL

SNT DATE	SENTENCE DESCRIPTION	STATUS
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CNT STS STATUTE NUMBER CHARGE DESCRIPTION CLASS
 SOE ON JAIL 6/12/11 AT NOON WORK RELEASE TO BE CONSD
 REPORT TO INTERVENTION FOR COMMUNITY SERVICE TODAY
 BOND RELEASED AND DISCHARGED

IF UNBALE TO PAY COST IN FULL TODAY REPORT COLLECTIONS IN ROOM 137 /TRG

11/27/2012 Sentence Resulting fm Plea Active
 Judicial Officer.....: STEVEN B FIELDMAN
 Alcohol Eval Fee.....: \$200.00
 Victims Assistance Fund...: \$78.00
 Victim Compensation Fund..: \$33.00
 Court Costs.....: \$21.00
 Court Security Cash Fund..: \$5.00
 LEAF Assessment.....: \$90.00
 Brain Injury Fund (Traumat: \$20.00
 Persistent Drunk Driving S: \$50.00
 Genetic Testing Surcharge.: \$2.50

SNT DATE	SENTENCE DESCRIPTION	STATUS		
	Rural Youth Alc/Sub Abuse :	\$5.00		
	Probation.....:	2.00	YEAR(S)	US
	Probation Supervision Fee.:	\$1,200.00		SA
	Community Service.....:	96.00	HOUR(S)	
	Jail.....:	120.00	DAY(S)	
	Probation Supervision Fee.:	\$250.00		WV
	Probation Supervision Fee.:	\$950.00		

DEF APPEARS W/TAMELER; DDA ZAMARRIPA
 SUPERVISED BY PROBATION DEPT; DEF MUST REPORT TO 1120 COURT TODAY
 WITHIN 30 DAYS START LEVEL 2 ALCO ED;24 HRS ALCO TX;68 HRS
 NO OBJECTION FOR TREATMENT COMPLETED THROUGH VA
 ABIDE BY ALL TERMS AND CONDITIONS OF PROBATION DEPT.
 CONSUME NO ALCOHOL OR ILLEGAL DRUGS
 NO NEW VIOLATIONS OF LAW EXCEPT MINOR TRAFFIC LESS THAN 8 PTS AND FISH/GAME
 NO DRIVING WITHOUT VALID LICENSE/INSURANCE

SNT DATE	SENTENCE DESCRIPTION	STATUS
	MUST HAVE INTERLOCK ON VEHICLE IF DEF HAS VALID LICENSE	
	REPORT CHANGES OF ADDRESS TO THE COURT WITHIN 10 DAYS	
	NO RESTITUTION	
	RANDOM BA'S/UA'S	
	MADD VICTIM IMPACT PANEL	

SOE ON JAIL 6/12/11 AT NOON WORK RELEASE TO BE CONSD
 REPORT TO INTERVENTION FOR COMMUNITY SERVICE TODAY
 BOND RELEASED AND DISCHARGED

IF UNBALE TO PAY COST IN FULL TODAY REPORT COLLECTIONS IN ROOM 137 /TRG
 11/27/12 PROBATION TERMINATED EARLY; PORTION OF FEE WAIVED /DCS

FILE DATE	EVENT DESCRIPTION	Event ID	E-Filed
5/17/2010	Affi in Suppt-Warrantless Arr	000001	N
5/17/2010	Summons and Complaint Filed	000002	N
6/01/2010	Notice of Appearance	000003	N

FILE DATE	SCHEDULED EVENT DESCRIPTION	SCHD DATE	TIME	ROOM	PRI
6/01/2010	Appearance on Bond	6/01/2010	08:30 AM	8	
	Officer: DOROTHY A RADAKOVICH		Length: 1.00	Hour(s)	
	Status.: HELD-Hearing Held				
7/01/2010	Appearance of Counsel	7/01/2010	08:30 AM	2	
	Officer: STEVEN B FIELDMAN		Length: 1.00	Hour(s)	
	Status.: HELD-Hearing Held				

FILE DATE	SCHEDULED EVENT DESCRIPTION	SCHD DATE	TIME	ROOM	PRI
7/01/2010	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000004		E-Filed:	N
7/26/2010	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000005		E-Filed:	N
7/26/2010	Appearance of Counsel Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	7/26/2010	08:30 AM	2	Length: 1.00 Hour(s)
8/04/2010	Appearance of Counsel Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	8/04/2010	08:30 AM	2	Length: 1.00 Hour(s)
8/04/2010	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000006		E-Filed:	N
8/06/2010	Appl for Ct Appted Counsel DEF/ SCHIERLING, ERIN JOHN	Event ID: 000007		E-Filed:	N
GRANTED					
8/10/2010	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000008		E-Filed:	N /PJB
8/10/2010	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000009		E-Filed:	N
8/10/2010	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000010		E-Filed:	N
8/10/2010	Entry of Appearance ATY/ TAMELER, KARL S	Event ID: 000011		E-Filed:	N
8/10/2010	Request Filed ATY/ TAMELER, KARL S DEF/ SCHIERLING, ERIN JOHN	Event ID: 000012		E-Filed:	N
FOR DISCOVERY					
8/10/2010	Motion ATY/ TAMELER, KARL S DEF/ SCHIERLING, ERIN JOHN	Event ID: 000013		E-Filed:	N /CDS
TO SUPPRESS STATEMENTS AND OBSERVATIONS					
9/03/2010	Alcohol Eval Ordered	Event ID: 000014		E-Filed:	N /CDS
9/03/2010	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN	Event ID: 000015		E-Filed:	N
9/03/2010	Pre-Trial Conference Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	9/03/2010	09:30 AM	2	Length: 1.00 Hour(s)
1/19/2011	Notice Filed ATY/ TAMELER, KARL S	Event ID: 000016		E-Filed:	N
SUBSTITUTION OF ATTORNEYS FILED BY KARL TAMELER					
PROPOSED ORDER					
1/24/2011	Order	Event ID: 000017		E-Filed:	N /PJB
APPROVING SUBSTITUTION OF ATTORNEY PER JUDGE FIELDMAN					
1/28/2011	Plea & Sentencing Hearing Officer: STEVEN B FIELDMAN Status.: CONT-Continued by Parties	1/28/2011	09:30 AM	2	Length: 1.00 Hour(s) /TRG
3/01/2011	Alcohol Evaluation Filed BY PROBATION DATED 03/01/11	Event ID: 000018		E-Filed:	N
4/08/2011	Case Closed	Event ID: 000019		E-Filed:	N /PJB
4/08/2011	Final Order of Judgment	Event ID: 000020		E-Filed:	N
4/08/2011	Mittimus Issued DEF/ SCHIERLING, ERIN JOHN	Event ID: 000021		E-Filed:	N
4/08/2011	Final Order of Judgment	Event ID: 000022		E-Filed:	N
4/08/2011	Filing Other	Event ID: 000023		E-Filed:	N

FILE DATE	SCHEDULED EVENT DESCRIPTION	SCHD DATE	TIME	ROOM	PRI
4/08/2011	Plea & Sentencing Hearing Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	4/08/2011	09:30 AM	2	/TRG
4/27/2011	Terms & Conditions of Prob				Event ID: 000024 E-Filed: N
5/2/11	APPROVED				/AGM
6/02/2011	Reopened				Event ID: 000025 E-Filed: N
6/02/2011	Notice of Appearance DEF/ SCHIERLING, ERIN JOHN				Event ID: 000026 E-Filed: N
6/02/2011	Request Filed DEF/ SCHIERLING, ERIN JOHN				Event ID: 000027 E-Filed: N
BY DEF FOR HRG @ RQST OF WORK RELEASE					
PROPOSED ORD					
6/08/2011	Order				Event ID: 000028 E-Filed: N /SAW
DEF'S REQUEST DENIED					
6/08/2011	Closed after post jdg activity				Event ID: 000029 E-Filed: N /TRG
6/08/2011	Hearing Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	6/08/2011	03:45 PM	2	Length: 1.00 Hour(s) Note..: RQST
6/13/2011	Request Filed DEF/ SCHIERLING, ERIN JOHN				Event ID: 000030 E-Filed: N
FOR WORK RELEASE					
6/14/2011	Order				Event ID: 000031 E-Filed: N /KLL
GRANTING APPLICATION FOR WORK RELEASE PER JUDGE FIELDMAN					
10/12/2012	Report				Event ID: 000032 E-Filed: N /TRG
TO THE COURT FROM PROB					
10/25/2012	Report				Event ID: 000033 E-Filed: N /CRM
INTERVENTION RPTS SUCCESSFUL COMPLETION OF UPS HRS					
10/31/2012	Minute Order (No Print)				Event ID: 000034 E-Filed: N /CRM
DEF APPRS W/TAMELER; DDA LUCIDO ; PO KIM ROMERO					
COURT MAKES DEF AWARE OF CHANGE IN MJ LAW					
10/31/2012	Review W/Appearance of Parties Officer: STEVEN B FIELDMAN Status.: HELD-Hearing Held	10/31/2012	08:30 AM	2	Length: 1.00 Hour(s) Note..: PO RQST /TRG
11/26/2012	Petition				Event ID: 000035 E-Filed: N
AND ORDER TO TERMINATE ADULT EARLY					
11/27/2012	Order				Event ID: 000036 E-Filed: N /MTA
PETITION FOR EARLY TERMINATION OF PROBATION SUPERVISION GRANTED BY JUDGE FIELDMAN					
11/27/2012	Probation Terminated				Event ID: 000037 E-Filed: N /DCS
SUCCESSFUL					

BOND INFORMATION

Bond Id Number.....: 1 Bond Status.....: BRLD
 Post Date.....: 5/17/2010 Post Amount.....: \$10,000.00 Type: SUR
 Professional Surety: TITUS, JANICE K
 Prof Surety Power #: JKT 4881
 Bond Instructions:
 May use for Fines and Costs:
 May be released to Defendant:

End of Case: 2010 T 001718

INTEGRATED COLORADO ONLINE NETWORK (ICON)

Status: CLSD County Court, Pueblo County
 Case #: 2015 T 000439 Div/Room: FAC Type: Motor Vehicle
 The People of the State of Colorado vs SCHIERLING, ERIN JOHN

Case File Date: 2/10/2015 Case Close Date: 5/27/2015 DV STATUS: Appealed: N
 Confidential Intermediary.....:

Judicial Off....: Bar # Name
 900001 CLERK OF COURT
 Alt Jud Officer: 000000

Description	Stat Date	Time	Rm/D
Trial.....:		0:00	
Next Schd Event: Review	VACT 2/01/2018	7:00	P
Last Schd Event: Appearance on Bond	HELD 5/27/2015	8:30	A
Last Event.....: Filing Other	n/a 5/27/2015		

Attorney(s)....: N

Agency: Pueblo Police Dept Agency Case #: 15-002215
 Ticket/Summons Number(s): E063017 Arrest#:

Warrant.....: RSWT Warrant Date: 5/07/2015 Expired Date:
 Party on Warrant: SCHIERLING, ERIN JOHN
 Change of Venue.: Agency:

Bond(s).....: Y

Sentence Date.....:
 Detention Location.....:
 Supervising Agency.....:
 Probation Officer.....:



----- PARTIES -----

PARTY	ROL	STS	NAME	ATTORNEY	ROL
DEF	1		SCHIERLING, ERIN JOHN	*	
			Date of Birth.....:		
			Sex.....:	Male	
			Race.....:	Caucasian	
			Home Phone.....:		
			Height.....:	505	
			Weight.....:	124	
			Hair Color.....:	Blonde	
			Eye Color.....:	Green	
			Home Address.....:		
				: PUEBLO, CO 81005	

PPL 1 THE PEOPLE OF THE STATE OF C

----- OTHER PEOPLE -----

ROLE	NAME
SRT 2 SRT	PROFESSIONAL CASH BOND AGENT
SRT 1 SRT	TITUS, JANICE K

CNT	STS	STATUTE NUMBER	CHARGE DESCRIPTION	CLASS
1	(D)	42-4-1409(3)	FAILURE TO DISPLAY PROOF OF INSURANCE	T1
Offense Date: From: 1/31/2015 To:			Time:	BAC: .000

CNT	STS	STATUTE NUMBER	CHARGE DESCRIPTION	CLASS
		Arrest Date.....:	Time:	Ticket #: E063017
		Disposition.....:	Dism by DA	Date: 5/27/2015
2	(D)	42-3-114	LICENSE PLATES-EXPIRED	TIB
		Offense Date: From:	1/31/2015 To:	Time: BAC: .000
		Arrest Date.....:	Time:	Ticket #: E063017
		Disposition.....:	Dism by DA	Date: 5/27/2015
FILE DATE	EVENT DESCRIPTION			
2/10/2015	Summons and Complaint Filed			Event ID: 000001 E-Filed: J
	IMP/ Non-Party			
Summons and Complaint				
3/19/2015	Warrant Failur to Appear			Event ID: 000002 E-Filed: N
	DEF/ SCHIERLING, ERIN JOHN			
STATEWIDE EXTRADITION DEF FAILED TO APPEAR FOR ARRG BOND RETURNABLE TO DIV				
FAC PUEBLO COMBINED COURT 501 N ELIZABETH STREET 116 PUEBLO CO 81003 MONDAY				
THRU THURSDAY AT 830 AM OF AN FAC WEEK EXCLUDING HOLIDAYS /RLQ				
BOND TYPE: Cash/Surety/Property				
	Related Event RSWT Return of Service on Warrant			5/07/2015
FILE DATE	SCHEDULED EVENT DESCRIPTION		SCHD DATE	TIME ROOM PRI
3/19/2015	Arraignment		3/19/2015	10:30 AM FAC
	Officer: CLERK OF COURT			Length: 1.00 Hour(s)
	Status.: PFTA-Party Failed to Appear			
5/06/2015	WARANT CANCELED BY LAW ENFORCE			Event ID: 000003 E-Filed: N
Date of Arrest: 05/06/2014 Arrest #: 15T439			Bond Amt: \$.00	
Arresting Agency: WARRANT CANCELED DUE TO ARREST ON 20140506 BY PUEBLO COUNTY SHERIFF OFFICE				
Person Arrested: ERIN JOHN SCHIERLING Msg From: DUNN,BREND				
	Related Event WFTA Warrant Failur to Appear			3/19/2015
5/07/2015	Return of Service on Warrant			Event ID: 000004 E-Filed: N
DEF BONDED				/BAR
	Related Event WFTA Warrant Failur to Appear			3/19/2015
5/07/2015	Appearance Bond			Event ID: 000005 E-Filed: J
	IMP/ Non-Party			
Appearance Bond for 5-18 at 815 am				
5/11/2015	Notice Filed			Event ID: 000007 E-Filed: J
Notice of Appearance				
5/11/2015	Review			2/01/2018 07:00 PM FAC
	Officer: CLERK OF COURT			Length: 1.00 Hour(s)
	Status.: VACT-Vacated			Note..: BW
5/11/2015	Appearance on Bond			5/18/2015 08:15 AM FAC
	Officer: CLERK OF COURT			Length: 1.00 Hour(s)
	Status.: CONT-Continued by Parties			Note..: BND
5/18/2015	Notice of Appearance			Event ID: 000008 E-Filed: N
	DEF/ SCHIERLING, ERIN JOHN			
5/27/2015	Case Closed-Case Dismissed			Event ID: 000009 E-Filed: N
DEF APPRS PRO SE; DDA MATTOON APPRS; DEF WATCHES VIDEO ADVISEMENT				
CASE DISMISSED PER REQUEST OF DDA MATTOON /AAV				
5/27/2015	Filing Other			Event ID: 000010 E-Filed: J
Advisement of Rights and Notice of Next Appearance				
5/27/2015	Appearance on Bond			5/27/2015 08:30 AM FAC
	Officer: CLERK OF COURT			Length: 1.00 Hour(s)
	Status.: HELD-Hearing Held			
BOND RETURN DATE IS NON FAC WEEK; CT CALLED DEF TO RESCHEDULE; MATTER CONT TO				
5-27-15 AT 830 AM; DEF REQUESTED THAT A NOTICE OF APPEARANCE BE MAILED TO HIM;				
/MDB				

BOND INFORMATION
BOND INFORMATION

Bond Id Number.....: 1 Bond Status.....: BRLD
Set Date.....: 3/19/2015 Set Amount.....: \$1,000.00 Type: CSP
Post Date.....: 5/06/2015 Post Amount.....: \$1,000.00 Type: SUR
Professional Surety: TITUS, JANICE K

Bond Instructions:

May use for Fines and Costs:
May be released to Defendant:

Conditions:

NO ALCOH OR DRUGS; NO DRIV W/O VALID LIC; MPO IS COND OF BOND

End of Case: 2015 T 000439

Court records
provided by
Trinidad Police
Department

Date Printed: 07/21/2015

People Of The State Of Colorado Vs. Schierling, Erin John - 2010T1718 - Pueblo County

Summary		
Case #: 2010T1718 (County)	Location: Pueblo County	Date Filed: 2010-05-17
Case Status: Closed;	Date Case Closed: 2011-06-08	Date of Speedy Trial: N/A
Case Type: Driving Under the Influence	Appealed: N	E-Filed: N
Judge or Magistrate: Steven B Fieldman	Division: 304	Bar Number: 22839
Related Cases: N/A		

Participants		
Party Type: Defendant	Person Status: Not Applicable	
Name: Schierling, Erin John	Addresses & Phone Numbers	Attorneys
Alias: Schierling, Erin John Schierling, Erin John Schierling, Erin John	Historical Address ██████████ Pueblo CO 81005 Active Address ██████████ Pueblo CO 81005 Home : ██████████	Attorney Role: Private Attorney Attorney Name: Tameler, Karl S Attorney Bar #: 21012 Primary Attorney: No
Birthdate: ██████████ Gender: M Race: W Drivers License: CO ██████████ SSN: ██████████ StateID:		
Party Type: The People of the State of CO	Person Status: Not Applicable	
Name: The People Of The State Of Colorado,	Addresses & Phone Numbers	Attorneys
Alias:		
Birthdate: Gender: Race: Drivers License: SSN: StateID:		

Charges / Dispositions

Arresting Agency			
Arresting Agency: Pueblo Police Dept		Arrest Date: 2010-05-16	Arrest Time:
Ticket/Summons Number: U213381		Arrest Number: 196437	Case Number: 10-008780
Final Disposition on Charges			
Charge Number: 1	Charge: Careless Driving		Status: Dismissed
Offense Date From: 2010-05-16	Offense Date To: 2010-05-16	Offense Time:	
Class: T2 (Class 2 Traffic Offense)	BAC: 0.000	Statute: 42-4-1402	
Lic. Plate State: CO	Lic. Plate Number: [REDACTED]	Lic. Plate Year: 1910	VIN Number: [REDACTED]
Disposition Date: 2011-04-08	Disposition: Dismissed by DA		
Charge Number: 2	Charge: Failure To Display Proof Of Insurance		Status: Dismissed
Offense Date From: 2010-05-16	Offense Date To: 2010-05-16	Offense Time:	
Class: T1 (Class 1 Traffic Offense)	BAC: 0.000	Statute: 42-4-1409(3)	
Lic. Plate State: CO	Lic. Plate Number: [REDACTED]	Lic. Plate Year: 1910	VIN Number: [REDACTED]
Disposition Date: 2011-04-08	Disposition: Dismissed by DA		
Charge Number: 3	Charge: Driving Under Restraint-alcohol-related		Status: Dismissed
Offense Date From: 2010-05-16	Offense Date To: 2010-05-16	Offense Time:	
Class: M (Unclassified Misdemeanor)	BAC: 0.000	Statute: 42-2-138(1)(d)	
Lic. Plate State: CO	Lic. Plate Number: [REDACTED]	Lic. Plate Year: 1910	VIN Number: [REDACTED]
Disposition Date: 2011-04-08	Disposition: Dismissed by DA		
Charge Number: 4	Charge: Driving While Ability Impaired		Status: Main Charge
Offense Date From: 2010-05-16	Offense Date To: 2010-05-16	Offense Time:	
Class: M (Unclassified Misdemeanor)	BAC: 0.000	Statute: 42-4-1301(1)(b)	
Lic. Plate State: CO	Lic. Plate Number: [REDACTED]	Lic. Plate Year: 1910	VIN Number: [REDACTED]
Plea Date: 2011-04-08	Plea: Plea of Guilty		
Disposition Date: 2011-04-08	Disposition: Guilty		
Sentence Date: 2012-11-27	Sentence Type: Sentence Resulting fm Plea		Sentence Status: Active

<p>Alcohol Eval Fee 200.00 Dollar Amount</p> <p>Victims Assistance Fund 78.00 Dollar Amount</p> <p>Victim Compensation Fund 33.00 Dollar Amount</p> <p>Court Costs 21.00 Dollar Amount</p> <p>Court Security Cash Fund 5.00 Dollar Amount</p> <p>LEAF Assessment 90.00 Dollar Amount</p> <p>Brain Injury Fund (Traumatic) 20.00 Dollar Amount</p> <p>Persistent Drunk Driving Schg 50.00 Dollar Amount</p> <p>Genetic Testing Surcharge 2.50 Dollar Amount</p> <p>Rural Youth Alc/Sub Abuse Surc 5.00 Dollar Amount</p> <p>Probation 2.00 Year(s) Updated Sentence</p> <p>Probation Supervision Fee 1200.00 Dollar Amount Set Aside</p> <p>Community Service 96.00 Hour(s)</p> <p>Jail 120.00 Day(s)</p> <p>Probation Supervision Fee 250.00 Dollar Amount Waived</p> <p>Probation Supervision Fee 950.00 Dollar Amount</p>	<p>No Consecutive / Concurrent sentences.</p> <p>Comments: DEF APPEARS W/TAMELER; DDA ZAMARRIPA SUPERVISED BY PROBATION DEPT; DEF MUST REPORT TO 1120 COURT TODAY WITHIN 30 DAYS START LEVEL 2 ALCO ED;24 HRS ALCO TX;68 HRS NO OBJECTION FOR TREATMENT COMPLETED THROUGH VA ABIDE BY ALL TERMS AND CONDITIONS OF PROBATION DEPT. CONSUME NO ALCOHOL OR ILLEGAL DRUGS NO NEW VIOLATIONS OF LAW EXCEPT MINOR TRAFFIC LESS THAN 8 PTS AND FISH/GAME NO DRIVING WITHOUT VALID LICENSE/INSURANCE MUST HAVE INTERLOCK ON VEHICLE IF DEF HAS VALID LICENSE REPORT CHANGES OF ADDRESS TO THE COURT WITHIN 10 DAYS NO RESTITUTION RANDOM BA'S/UA'S MADD VICTIM IMPACT PANEL SOE ON JAIL 6/12/11 AT NOON WORK RELEASE TO BE CONSD REPORT TO INTERVENTION FOR COMMUNITY SERVICE TODAY BOND RELEASED AND DISCHARGED IF UNBALE TO PAY COST IN FULL TODAY REPORT COLLECTIONS IN ROOM 137 /TRG **11/27/12** PROBATION TERMINATED EARLY; PORTION OF FEE WAIVED /DCS</p>	
<p>Sentence Date: 2011-04-08</p>	<p>Sentence Type: Sentence Resulting fm Plea</p>	<p>Sentence Status: Void</p>
<p>Alcohol Eval Fee 200.00 Dollar Amount</p> <p>Victims Assistance Fund 78.00 Dollar Amount</p> <p>Victim Compensation Fund 33.00 Dollar Amount</p> <p>Court Costs 21.00 Dollar Amount</p> <p>Court Security Cash Fund 5.00 Dollar Amount</p> <p>LEAF Assessment 90.00 Dollar Amount</p> <p>Brain Injury Fund (Traumatic) 20.00 Dollar Amount</p> <p>Persistent Drunk Driving Schg 50.00 Dollar Amount</p>	<p>No Consecutive / Concurrent sentences.</p> <p>Comments: DEF APPEARS W/TAMELER; DDA ZAMARRIPA SUPERVISED BY PROBATION DEPT; DEF MUST REPORT TO 1120 COURT TODAY WITHIN 30 DAYS START LEVEL 2 ALCO ED;24 HRS ALCO TX;68 HRS NO OBJECTION FOR TREATMENT COMPLETED THROUGH VA ABIDE BY ALL TERMS AND CONDITIONS OF PROBATION DEPT. CONSUME NO ALCOHOL OR ILLEGAL DRUGS NO NEW VIOLATIONS OF LAW EXCEPT MINOR TRAFFIC LESS THAN 8 PTS AND FISH/GAME NO DRIVING WITHOUT VALID LICENSE/INSURANCE MUST HAVE INTERLOCK ON VEHICLE IF DEF HAS VALID LICENSE REPORT CHANGES OF ADDRESS TO THE COURT</p>	

Genetic Testing Surcharge	2.50 Dollar Amount	WITHIN 10 DAYS NO RESTITUTION RANDOM BA'S/UA'S MADD VICTIM IMPACT PANEL SOE ON JAIL 6/12/11 AT NOON WORK RELEASE TO BE CONSD REPORT TO INTERVENTION FOR COMMUNITY SERVICE TODAY BOND RELEASED AND DISCHARGED IF UNBALE TO PAY COST IN FULL TODAY REPORT COLLECTIONS IN ROOM 137 /TRG
Rural Youth Alc/Sub Abuse Surc	5.00 Dollar Amount	
Probation	2.00 Year(s)	
Probation Supervision Fee	1200.00 Dollar Amount	
Community Service	96.00 Hour(s)	
Jail	120.00 Day(s)	

Charge Number: 4	Charge: Driving Under The Influence	Status: Amended
Offense Date From: 2010-05-16	Offense Date To: 2010-05-16	Offense Time:
Class: M (Unclassified Misdemeanor)	BAC: 0.000	Statute: 42-4-1301(1)(a)
Lic. Plate State: CO	Lic. Plate Number: [REDACTED]	Lic. Plate Year: 1910
		VIN Number: [REDACTED]

Hearings/Trials					
Date	Time	Room #	Type/Note	Status	Judge/Bar Number
2012-10-31	08:30 AM	2	Review W/Appearance of Parties NOTE: PO RQST	Hearing Held	Steven B Fieldman (22839)
2011-06-08	03:45 PM	2	Hearing NOTE: RQST	Hearing Held	Steven B Fieldman (22839)
2011-04-08	09:30 AM	2	Plea & Sentencing Hearing	Hearing Held	Steven B Fieldman (22839)
2011-01-28	09:30 AM	2	Plea & Sentencing Hearing	Continued by Parties	Steven B Fieldman (22839)
2010-09-03	09:30 AM	2	Pre-Trial Conference	Hearing Held	Steven B Fieldman (22839)
2010-08-04	08:30 AM	2	Appearance of Counsel	Hearing Held	Steven B Fieldman (22839)
2010-07-26	08:30 AM	2	Appearance of Counsel	Hearing Held	Steven B Fieldman (22839)
2010-07-01	08:30 AM	2	Appearance of Counsel	Hearing Held	Steven B Fieldman (22839)
2010-06-01	08:30 AM	8	Appearance on Bond	Hearing Held	Dorothy A Radakovich (14270)

Other Case Activities		
Date	Code	Details/Notes
2012-11-27	ORDR	Order Petition For Early Termination Of Probation Supervision Granted By Judge Fieldman /dcs
2012-11-27	PRTM	Probation Terminated Successful /dcs
2012-11-26	PETN	Petition And Order To Terminate Adult Early /mta
2012-10-31	MINO	Minute Order (no Print) Def Apprs W/tameler; Dda Lucido ; Po Kim Romero Court Makes Def Aware Of Change In Mj Law /trg
2012-10-25	RPRT	Report Intervention Rprts Successful Completion Of Ups Hrs /crm
2012-10-12	RPRT	Report To The Court From Prob /crm
2011-06-14	ORDR	Order Granting Application For Work Release Per Judge Fieldman /trg
2011-06-13	RQST	Request Filed DEF1/ Schierling, Erin John For Work Release /kl
2011-06-08	ORDR	Order Def's Request Denied /trg
2011-06-08	POST	Closed After Post Judgment
2011-06-02	NTOC	Notice Of Appearance DEF1/ Schierling, Erin John
2011-06-02	ROPN	Reopened
2011-06-02	RQST	Request Filed DEF1/ Schierling, Erin John By Def For Hrg @ Rqst Of Work Release Proposed Ord /saw
2011-04-27	TCOP	Terms And Cond Of Probation 5/2/11 Approved /agm
2011-04-08	CLAD	Case Closed
2011-04-08	FOJ	Final Order Of Judgment
2011-04-08	FOJ	Final Order Of Judgment
2011-04-08	FOTH	Filing Other Plea Agreement Rule 5&11 Ups Mitt /trg
2011-04-08	MITI	Mittimus Issued Day Due: 0000000000000000 DEF1/ Schierling, Erin John