



CITY OF TRINIDAD  
TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad,  
Colorado, will be held on Tuesday, June 16, 2015 at 7:00 P.M.  
in City Council Chambers at City Hall

The following items are on file for consideration of Council:

- 1) **ROLL CALL**
- 2) **APPROVAL OF MINUTES**, Regular Meeting of June 2, 2015  
*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.*
- 3) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
- 4) **PUBLIC HEARING**
  - a) New retail marijuana store application filed by Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road
  - b) New retail marijuana cultivation facility application filed by Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road
  - c) New medical marijuana center application filed by Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road
  - d) New medical marijuana optional premise cultivation operation application filed by Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road
  - e) New retail marijuana store application filed by Colorado Cannabis Associates d/b/a The Spot at 453 N. Commercial Street
- 5) **UNFINISHED BUSINESS**
  - a) Public hearing for consideration of an ordinance Repealing Article 3, Non-Conformance, Section 5-23, Non-Conformance, of Chapter 5 ("Buildings") of the Code of the City of Trinidad, Colorado, thereby requiring only the specific renovations made to vacant buildings comply with current building codes unless the use changes, in accordance with the International Code adopted by the City
    - 1) Second reading of an ordinance Repealing Article 3, Non-Conformance, Section 5-23, Non-Conformance, of Chapter 5 ("Buildings") of the Code of the City of Trinidad, Colorado, thereby requiring only the specific renovations made to vacant buildings comply with current building codes unless the use changes, in accordance with the International Code adopted by the City
  - b) Public hearing for consideration of an ordinance repealing and re-enacting Section 9-5 of Chapter 9, Licenses, regarding garage sales
    - 1) Second reading of an ordinance repealing and re-enacting Section 9-5 of Chapter 9, Licenses, regarding garage sales
  - c) Public hearing for consideration of an ordinance amending sections contained in Chapter 4 ("Animals"), of the Code of the City of Trinidad, Colorado, pertaining to licensing of animals in the City of Trinidad
    - 1) Second reading of an ordinance amending sections contained in Chapter 4 ("Animals"), of the Code of the City of Trinidad, Colorado, pertaining to licensing of animals in the City of Trinidad

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The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, June 2, 2015, at 7:00 p.m. in City Council Chambers at City Hall.

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

The pledge of allegiance was recited.

**APPROVAL OF THE MINUTES.** Regular Meeting of May 19, 2015 and Special Meeting of May 19, 2015. A motion to approve the minutes as submitted was made by Councilmember Bonato and seconded by Councilmember Torres. The motion carried unanimously, excepting Mayor Pro-Tem Bolton who abstained from the vote due to her absence from the meetings.

**PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN.** Steve Bolton addressed Council regarding the Tourism Board. He prefaced his remarks by stating that Carol Bolton is unaware of what he is going to discuss with Council and that this is very difficult for him. Mr. Bolton said that a couple of months ago Marsha and Jim Royse remodeled their restaurant in town and hired Bob Bruce as their contractor. Mr. Bruce had a contract to do the work- he did the work, he paid for some materials and paid another contractor. When Mr. Bruce went to get paid, the Royses said they had no money. A second attempt to get paid yielded the same response a week or two later, however the attitude had changed and he was told they had no money and basically he needed to leave. Mr. Bolton said consequently last week having been friends with the Royses he tried to talk to them to try to get it worked out and couldn't remember a time in the past four years, being involved with the politics in this town, that he had ever been treated with such disdain. He said that this issue was really none of his business and certainly it wasn't City Council's business either until he learned Marsha Royse was seeking a seat on the Tourism Board. That made it his and Council's business. It became disturbing to him that a person was seeking a position on a board that is given the responsibility to bring people to Trinidad from out of town, but doesn't even know how to treat people who are already in Trinidad. He continued that four years ago he helped start a movement in town to place people in positions with the City who had honesty, compassion and integrity, most importantly. If a person has integrity, everything else positive follows. Last year he reminded that he and Carol opened their antique store. Several people have gone into their store and commented on what a beautiful store, town and area this is and they were thinking about moving here. He said he would encourage them to go downtown to shop the shops and for lunch but then run like hell. At the time we had an idiot for a City Manager and a Council that had put their heads in the sand and he believed disconnected themselves from the needs of the community. He said until recently he couldn't suggest to anyone to move here. Now he said he is seeing a small light. Recently two couples came into their store during ArtTrek and one said they were thinking about moving here. He said he was able to tell them it is a good time to come here; there's never been greater opportunity on the horizon in Trinidad. In conclusion, Mr. Bolton recommended to Council that they not put Marsha Royse in a seat on the Tourism Board. He said he doesn't feel like she has any of the personality traits of integrity or honesty and he believes that putting good people in these seats and on all of the boards with honesty and integrity is what has been moving us forward. There are good people coming forward to serve on the boards and we don't need to settle for second best. He asked that Council please not consider her to keep his light growing.

Steven Hamer addressed Council regarding ADA non-compliance. Mr. Hamer reminded Council that one year ago he visited with them about the three outdoor cafes, Bella Luna being one. He expressed concerns about the tables and chairs crowding the sidewalks. He and Council agreed to a compromise to an open pathway of four feet of safe travel and to make sure it is kept clear. Sunday was the 113 violation of Bella Luna, he claimed. The other businesses have done well. It was cluttered and there's no enforcement. He said he couldn't get around the chairs and no one came out to help him move the chairs. He urged Council to put teeth into it otherwise it is meaningless. He added that he feels Bella Luna being granted impunity. All pedestrians have a right to unobstructed sidewalks. Mr. Hamer said he sent each Council member an email that clearly shows five pictures where there were tables and chairs into the area that is to remain open. There are also fire hazard considerations. A year later we are still dealing with the issue and he said he is troubled by Bella Luna's arrogance and defiance of the ADA and the City's code. There is a new law in effect in Colorado whereby if a person intentionally discriminates they can be criminally prosecuted. He said he will prosecute. He asked for Council's help in keeping the sidewalks open. The evidence is overwhelming. He said he doesn't know why the police can't drive by and see that those spaces are being occupied by chairs and tables. It is very clear from the street. Mr. Hamer said he knows there is no Code Enforcement Officer and the City is thinking about hiring one at the end of the year, but the needs are immediate. He said a solution to this would be appreciated.

Mark Grindeland signed in to address Council regarding a moratorium for marijuana stores. His comments were deferred until that topic was discussed later in the meeting.

Jeannie Galbraith addressed Council regarding the boardwalk mural project / Marilyn Leuszler, Arts and Culture Advisory Commission, regarding the proposed temporary art project. Ms. Galbraith said that she will be the instructor for a community creations class sponsored through the Trinidad Area Arts Council gallery where approximately 12 youth from Trinidad will participate in the class and in the mural project. She said she wrote a proposal to the bank requesting permission to use their boardwalk for a beautification project and they accepted it. Marilyn Leuszler has been the liaison

between the gallery and the Arts and Culture Advisory Commission. Ms. Galbraith presented an addendum to the proposal which was a budget request, outlining the materials that have been purchased for it, including the receipts, and some prep work she has to accomplish, which takes a lot of time, energy and resources. Mayor Pro-Tem Bolton told Ms. Galbraith that Ms. Leuszler will get a copy of the budget request. She noted that the project has already been approved by the Arts and Culture Advisory Commission. Ms. Galbraith asked what she needs to do to secure the parking in front of the project for their safety while they are working on the boardwalk. Councilmember Bonato asked the total cost. Ms. Galbraith identified the cost to be \$651. She said the boardwalk is 78 feet long and seven feet high. The project includes the ceiling portion and the budget includes \$100 for her preparation and documentation. Councilmember Bonato asked if she is requesting the funding from the City. Mayor Pro-Tem Bolton answered that she is asking for it indirectly through the Arts and Culture Advisory Commission. Ms. Galbraith clarified that this would be beyond what the Trinidad Area Arts Council is paying in the instructor fee. Mayor Pro-Tem Bolton asked if anyone on Council had any opposition to this going forward. No one did. Councilmember Fletcher asked if the bank gave any indication how long the boardwalk will be there and if it is removed if the art will stay intact. City Manager Engeland said the boardwalk could come down by the end of the year or even the end of the summer. Thereafter a new location for the artwork could be found. He also advised that the parking area would be secured while they are working on the project and the Police Department will be notified.

**UNFINISHED BUSINESS.** Public hearing for consideration of an Ordinance Establishing a Historic Preservation Commission through a Certified Local Government. Mayor Pro-Tem Bolton declared the public hearing open and called for comments for or against the ordinance. There being none, the hearing was closed.

Second reading of an Ordinance Establishing a Historic Preservation Commission through a Certified Local Government. The ordinance title was read aloud. A motion to approve the ordinance on second reading was made by Councilmember Bonato and seconded by Councilmember Mattie. The motion carried unanimously upon roll call vote.

#### ORDINANCE NO. 1975

#### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, ESTABLISHING A HISTORIC PRESERVATION COMMISSION THROUGH A CERTIFIED LOCAL GOVERNMENT

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**MISCELLANEOUS BUSINESS.** Medical Marijuana Center license renewal request by M & M Distributing, LLC at 422 N. Commercial Street; Medical Marijuana Optional Premise Cultivation Operation license renewal request by M & M Distributing, LLC at 422 N. Commercial Street. Geri DeAngelis and John Micheliza were present on behalf of the licensee. Councilmember Miles complimented them on running a clean operation. A motion to approve the license renewal was made by Councilmember Mattie and seconded by Councilmember Fletcher. The motion carried with all Council members voting aye with the exception of Councilmember Bonato who cast a dissenting vote.

Special event permit application filed by Trinidad-Las Animas County Chamber of Commerce for 700 Smith Avenue on June 19 and 20, 2015 (Santa Fe Trail Festival). Ron Galasso was present on behalf of the Chamber. Councilmember Bonato said he and Councilmember Fletcher have been involved with organizing the Santa Fe Trail Festival and asked if it was appropriate for them to vote. City Attorney Downs advised that he did not believe there to be a conflict; there's no competing event. Rather they are representatives of Council. A motion to approve the permit was made by Councilmember Bonato and seconded by Councilmember Torres. The motion carried unanimously upon roll call vote.

Special event permit application filed by BPOE Lodge 181 at 120 S. Maple Street for June 27, 2015 (fundraiser). Clint Chavez and Fred Sola were present on behalf of the organization. A motion to approve the permit was made by Councilmember Fletcher and seconded by Councilmember Mattie. Upon roll call vote, the motion carried unanimously.

New Retail Marijuana Product Manufacturing Facility license application filed by The Grow Foundry, Inc. d/b/a CODA Signature at 1105 Constitution Drive; New Medical Marijuana Infused-Products Manufacturer license application filed by The Grow Foundry, Inc. d/b/a CODA Signature at 1105 Constitution Drive. Mark Grindeland, co-founder and CEO of The Grow Foundry addressed Council. He said they are seeking approval of recreational and medical infused-products licenses. A motion to set the two license applications for public hearing on July 7, 2015 at 7:00 p.m. was made by Councilmember Mattie and seconded by Councilmember Miles. The motion carried unanimously upon roll call vote. Councilmember Bonato asked if Constitution Drive is in the Industrial Park and if this will be three in Industrial Park. City Attorney Downs said he believed that to be correct.

Appointment (one vacancy) to the Arts and Culture Advisory Commission. Paper ballots were cast resulting in a tie vote between the two interested parties, Larry Carnes and Camilla Campbell. A motion to table action on this item until the next regular meeting when Mayor Reorda could be present was made by Councilmember Mattie and seconded by Councilmember Fletcher. The motion carried unanimously. (See the ensuing item for outcome)

Appointments (two vacancies) to the Tourism Board. Paper ballots were cast. Lorin Manuel and Camilla Campbell received the highest number of votes. A motion to appoint Ms. Manuel and Ms. Campbell to the Tourism Board and Larry Carnes then to the Arts and Culture Advisory Commission was made by Councilmember Fletcher and seconded by Councilmember Mattie. The motion carried unanimously upon roll call vote.

Appointment (two vacancies) to the Tree Board. A motion to appoint Jon Neil Barclay to the Tree Board was made by Councilmember Mattie and seconded by Councilmember Fletcher. The motion carried unanimously upon roll call vote.

First reading of an ordinance Repealing Article 3, Non-Conformance, Section 5-23, Non-Conformance, of Chapter 5 ("Buildings") of the Code of the City of Trinidad, Colorado, thereby requiring only the specific renovations made to

vacant buildings comply with current building codes unless the use changes, in accordance with the International Code adopted by the City, and setting a hearing date for consideration of said ordinance. Councilmember Miles introduced the ordinance and it was read aloud in its entirety. Councilmember Bonato said he understands that this would ease up on the building codes. He said there was a business that went in before this change and had to spend \$100,000 more for a sprinkler system. He asked what the answer is when they point out that they were made to do this to their building, realizing that it was before the ordinance change. City Manager Engeland said that is the simple answer – it was before the ordinance change. The work was completed under the code at the time. He said that they could let them know that he'd be happy to get with them to see if they can rectify the situation. A motion to approve the ordinance on first reading and consider it further at a public hearing at 7:00 p.m. on June 16, 2015, was made by Councilmember Fletcher and seconded by Councilmember Bonato. The motion carried unanimously upon roll call vote.

ORDINANCE NO.

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

First reading of an ordinance repealing and re-enacting Section 9-5 of Chapter 9, Licenses, regarding garage sales, and setting a hearing date for consideration of said ordinance. Councilmember Miles asked if a person is allowed four consecutive days or four days per year. Asst. City Manager Garrett answered that it is four days per year. Mayor Pro-Tem Bolton asked if anyone else had concerns regarding the need for language in the ordinance regarding signage. She added that it seems appropriate to educate the public regarding signs. Councilmember Mattie said it should at least require them to pick up the signs. City Manager Engeland said the ordinance can be amended to reference the sign code language. Councilmember Fletcher introduced the ordinance and it was 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 June 16, 2015, was made by Councilmember Miles and seconded by Councilmember Torres. The motion carried unanimously upon roll call vote.

ORDINANCE NO.

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

Consideration of amendments to the contract between the City and Noah's Ark Animal Welfare Association. A motion to approve the contract was made by Councilmember Fletcher and seconded by Councilmember Torres. The motion carried unanimously upon roll call vote.

First reading of an ordinance amending sections contained in Chapter 4 ("Animals"), of the Code of the City of Trinidad, Colorado, pertaining to licensing of animals in the City of Trinidad, and setting a hearing date for consideration of said ordinance. Councilmember Miles introduced the ordinance and it was 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 June 16, 2015, was made by Councilmember Bonato and seconded by Councilmember Fletcher. The motion carried unanimously upon roll call vote.

ORDINANCE NO.

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

Consideration of request for proposal received from Short Elliott Hendrickson, Inc. (SEH, Inc.) for the design work at Five Points Roundabout. Public Works/Utilities Director Mike Valentine reminded Council of the discussion at work session. He said this request for proposals was for the design of the roundabout. The City received a grant for energy impact funds from DOLA in the amount of \$75,000, with the City's match being \$25,000. Having the design work complete would make the project shelf ready, should the funding for the work become available. The roundabout, he opined, would alleviate problems and turn Arizona Avenue into a two-way street again. Councilmember Fletcher asked if there is any doubt about the work being funded. PWD/Utilities Director Valentine answered that there are no guarantees. The City can put the project in the long-range CIP funding plan. DOLA has said that design-ready, shovel-ready projects have a better chance. Councilmember Bonato asked if he thought the City should do this design work now. He said he hates to spend the \$25,000 out of the CIP fund with so many other important things on the table, such as deteriorated water and sewer lines. He suggested it could be put off a couple of years. Mayor Pro-Tem Bolton pointed out that the City has \$75,000 from DOLA for the design with the City's match. PWD/Utilities Director Valentine clarified that if the City doesn't provide the match we don't get the money. Councilmember Mattie opined that spending \$25,000 to get \$75,000 make sense. Councilmember Fletcher asked if the design plans could be sat on indefinitely. PWD/Utilities Director Valentine answered that they could. Councilmember Miles made a motion to approve the proposal received from Short Elliott Hendrickson, Inc. (SEH, Inc.) for the design work at Five Points Roundabout in the amount of \$97,540. The motion was seconded by Councilmember Mattie and carried unanimously upon roll call vote.

First reading of an ordinance of the City Council of the City of Trinidad to limit the number of retail marijuana stores

in the downtown Trinidad Historic Preservation zoning district, by imposing a moratorium on such establishments in that district, and setting a hearing date for consideration of said ordinance. Mayor Pro-Tem Bolton called upon those who signed up to speak. Mark Grindeland addressed Council. He told them that he is a big believer in free markets and their benefits to our country. That was certainly the case when alcohol prohibition was overturned. Many great companies were started when that happened. From an economic study published in 2010 he said the alcohol industry employed more than five million people in this country paying wages of \$118 billion. It is responsible for \$57 billion in annual state and local tax revenues. The industry was responsible for a total economic impact of \$522 billion. He said it is hard to quantify the benefits to the communities who were pro-overturning prohibition, but he guessed they were rather substantial. Mr. Grindeland told Council that The Grow Foundry is his fifth start up business and he is more excited about it than the others combined. One of the start ups they took public, another one hit \$100 million revenue in five years. He said he thinks this has more potential than that. The Grow Foundry will invest more than \$3 million in Trinidad this year with the purchase and improvements of real estate. They plan to employ 20 people from Trinidad by the end of this year and hope to have 40 by the end of next year. He said he believes the Federal government will decriminalize and eventually legalize marijuana. When that happens it will open the doors for interstate commerce. They specifically picked Trinidad to be a southwest regional hub. This is the first of four states they are investing in. Trinidad will benefit from licensing fees, real estate purchases, improvements, employment taxes, and dollars spent by those employed in the industry. In addition to starting five companies he said he was an executive at several global companies and a management consultant. He was working with the largest media company in Canada and the CEO shared a story with him. It was about the idea of ditch management, You are driving down the road as a company and you hit a ditch; the natural reaction is to yank the wheel and go in the other direction. Typically companies go in that other direction until they hit the other ditch. Mr. Grindeland concluded that he believes that with vision and careful oversight the industry could be carefully regulated and create great economic benefits. Trinidad is faced with making some adjustments. Care must be taken and in the course to correct he said he hoped we don't fall prey to ditch management.

Susan Martin addressed Council. She said as Council knows, she and Father Raleigh from Holy Innocence Catholic Church have not been in support of marijuana. There was a good letter to the editor by Kerry Nelson a few weeks ago in the Chronicle News outlining how much the homelessness situation has increased since marijuana was legalized here. People come to Trinidad looking to get high, they spend their money on their drugs, they have no food, they have no way to pay for shelter for themselves. Every church in this town is getting between five to 10 homeless every week. Some days they show up all at once and typically when Salvation Army is not open. The churches have been told to send them to the Salvation Army which is open from 9:00 a.m. to 12:00 p.m. She said the operator refuses to keep it open later into the day. She said someone needs to do something about the homeless. Churches don't have the finances to take care of these people. Something is going to have to happen. They can't all be sleeping under the bridge. Salvation Army's attitude is that since it is summer time they won't freeze under the bridge. She suggested they ask the police, fire and ambulance personnel how many times they have had to take care of someone on the street who are drunk or on drugs or both. Ms. Martin told Council that they were elected to represent the people and they have to do that. People in the community don't want to see more marijuana shops. Enough is enough.

Nancy Lackey addressed Council. She said she believes in capitalism and free market trade. It is the backbone of our democratic society. Successes and failures all depend upon the components of the decision making that the public makes. Regulations to promote the lawfulness of the free market are necessary. Governance and regulations are set by elected officials to provide a safe environment for the free market. It is not the role of government to decide when enough is enough if the businesses are operating legally. If that were the case she asked if we would have a per-capita business plan. She provided examples of the suggested number of businesses by type per capita. We are not in a state-run country. Regulations where businesses can operate are set by a zoning map. In 2014 City Council reviewed, discussed and voted and approved the green-zone map showing approved sites for marijuana related businesses. They vote was yes and we all moved forward into this cash cow economy. Ms. Lackey continued that Council advanced marijuana legalization per the will of the voters by majority from medical to recreational. It is quite an advancement and took courageous voting to venture into this new economy. She said she uses pain lotions and spoke to their effectiveness briefly. She said to give Council another perspective on how the marijuana industry has affected our downtown historic area, she interviewed current marijuana business and asked each the same questions. The questions were how much it cost them to open their facility to become compliant with local and state requirements, not including the cost of the building; whether they expect to expand in the next six to 12 months, and the estimated cost if so and for what purpose; how many employees currently and how many are there expected to be in the future, the salary range and customer demographic. The answers were that the costs were \$2.27 million; all but one expect to expand at a cost estimated to be \$1.4 million; employee base is expected to double from 25 to 50 plus; salaries are expected to increase because the grow component of the business requires more knowledge; the after hourly rate is about \$13 for sales people; one said an experienced grower will probably start at \$20 per hour. The baby boom generation is the customer demographic, and primarily for medicinal products. Out of state buyers spend much more per person than locals, but no figures were shared. Economic diversity is heard over and over. She said in her 12 years in this region she has yet to see an industry come to Trinidad purchase so many downtown historic buildings in 12 months nor has she seen so much money spent on these buildings nor such astute business people move to Trinidad to build businesses that the City will benefit from. As Councilmember Bonato stated in the Chronicle News article, only \$55,000 in the first quarter was realized in tax revenues, while forgetting that only two dispensaries were open for two months, February and March. She concluded that if some Council members have determined that their previous marijuana votes are not beneficial to Trinidad, then those Council members should recuse themselves from voting on further moratorium issues. As we learned from the former Planning and Zoning Board voting fiasco, personalized voting does not belong with our elected officials. We need a minimum of one calendar year to collect and analyze the data and revenue from the marijuana industry as well as the lodgers tax revenue that the City of Trinidad will collect. She concluded asking Council not to shoot the cash cow.

Ed Trommeter addressed Council. He told Council that he is speaking in opposition to the proposed moratorium because he thinks it is futile. Goal Academy has preserved our downtown area. He said he supports the legislation that preserves what that has protected. There is no marijuana from Animas Street to Ash Street and from Main Street down Commercial to Cedar Street. If the school wasn't there marijuana would be in Bank of the West, Marty Feeds, Curiosities, the Toltec and Hadad's. He said he has been contacted about all of those locations that are protected already. If you want to do something to substantiate what is already preserved, he said he didn't think people would be opposed. On Cedar Street there is the Lucky Monkey, which is already under contract, the old Mason candy building which has been on the market for seven years, the Salbato building which is under contract, Cedar Street Printing under contract, Smoker Friendly has been on the market for 10 years and has never been finished and they would love to sell it. Also, north of that building with the five

little store fronts is under contract for marijuana business. The old Trinidad Diner is in real disrepair. If they expand to the whole district they will eliminate that area which is kind of a warehouse-transition area. He asked why they would want to eliminate that if there are people who want to come in and invest the money. Mr. Trommeter said he has been here 21 years and with the exception of 2006, we've had very limited financial incentive to buy these buildings. He said while he is not a fan of marijuana but is a fan of the fact that there is an economic reason to buy these buildings and fix them up. Over on Pine Street there's the former Picture These building and the red door building both in bad shape being repaired, all marijuana related. On the other side of Animas Street there's only one or two buildings left that are going to make a difference. The drycleaners is already sold for marijuana. The bar and liquor store next to his business have both been converted from alcohol to marijuana and are not downtown. He reiterated that it is futile to deal with the historic district when you already have the school there preserving it. He asked that they not compromise the ability for some of these old buildings to get repaired.

Councilmember Miles said one of her concerns is if Goal Academy goes away or their status of a school gets challenged we could have marijuana all downtown. She asked if he is saying he would be in favor of something that wouldn't make us dependent on Goal Academy to protect the heart of the heart. Mr. Trommeter answered that he would support a moratorium for that protected area or a change in legislation should Goal Academy go away. City Attorney Downs said they have discussed the possibility of an emergency ordinance should Goal Academy go away without a moratorium or legislation in place to protect that area. Councilmember Miles said she thought that was what they were trying to do was to have an ordinance in place because an emergency ordinance could get challenged in court. She added that she likes the idea of the Corazon District being economically diverse. City Attorney Downs said although there had been previous talk about Goal Academy moving, they are not now. However Council could legislate and preserve the area Goal Academy has by their very existence. Mayor Pro-Tem Bolton spoke in favor of that type of an ordinance that would retain the diversity without putting a burden on buildings that are already under contract or being revamped and there are people who are already making business plans. City Attorney Downs reminded Council that Council decided to treat Goal Academy like a school. Mayor Pro-Tem Bolton said there was also an issue with the ordinance proposed in that Council members thought it would entail both retail and medical marijuana business but was only prepared to address retail stores. She reviewed their options for this evening and going forward. Steve Bolton pointed out that Council hasn't been reminded about residual markets that will come. There is one that he said he believes will be going into the downtown, a large emergicare with an MRI center. He said he thinks there are coming here because of the people coming here for this industry. He suggested downtown will start to fill up with residual companies.

Walt Boulden addressed Council. He said he would probably be in support of what is now being talked about as far as what is protected by the school, but is against the ordinance as it is currently written. He said he is a Trinidad business and property owner. He opined that the moratorium proposed is counterproductive from an economic development perspective. It is contrary to the City's recent efforts. It would single out the one business sector that has successfully accomplishing all of the City's economic development goals, creating new businesses, refurbishing old buildings, creating new jobs and making Trinidad a destination for an increasing number of visitors, without the City having to provide any assistance in their efforts. Rather than leveraging the successes of the legal cannabis business sector, the moratorium will curtail Trinidad's benefits from these successes. The City should be encouraging the visitors to enjoy Trinidad rather than trying to limit their numbers and push them away from our downtown. The Historic District does not need additional regulation. The moratorium only targets two small clusters of buildings. Rather than protecting Trinidad's image at the gateway of the District, the moratorium will stymie the revitalization that is currently occurring in those gateway areas. Mr. Boulden said he owns a building in the West Main cluster being targeted by this moratorium. Before recent renovations to his neighboring buildings, visitors were greeted by boarded up bars and liquor stores, few to no cars parked on the streets, empty store fronts and limited pedestrian traffic. Thanks in part to the business sector this ordinance is discriminating against, we now have refurbished buildings and thriving businesses. He spoke to the improvements for the first time in the seven years he has been here. He questioned the logic behind the moratorium and pointed out that there is no scientific research to support the claims about the increased homelessness. He questioned what business sector is next for those that argue Trinidad has too many dispensaries, exempling art galleries as the possibility. Individuals who want to keep business sectors out can do it themselves rather than expecting the City to enforce their prejudices, just like he and Fumio did - take their life savings and refurbish a building and decide what business can go into that building and who they will sell it to. He urged the City to be careful about interfering with free enterprise and encroaching on the rights of its citizenry to legally manage and sell their own property. He added that the moratorium is not the result of evidence-based decision making and there's no logical or data-driven reason for its creation. It will have a direct negative impact on property values in the targeted areas and jeopardize business transactions now in the works. He suggested it would expose the City to lawsuits as business owners assess their damages and it creates the perception of a conflict of interest for any Council member who owns property in proximity to the affected areas. He asked for Council's careful thought. Councilmember Miles asked if he is in favor of memorializing the Goal Academy area. Mr. Boulden answered that he would because they are not impacting the people who are already there. However, he said most of this argument would apply in that area also.

Councilmember Mattie stated that he has lived in Las Animas County his entire life and 40 years of it in Trinidad. He spoke of there having been three Catholic churches and 6 to 8 priests among them, K-8 and K-12 Catholic schools, additional churches in Aguilar and Segundo and each had their own priest. There were two Safeway stores and at least 10 mom and pop neighborhood stores, three department stores, two 5&10 stores, four men's clothing stores and eight women's clothing stores, three shoe stores, three discount stores, two sporting good stores, two music stores, one camera shop and an electronic sound store, four downtown pharmacies, two with fountains; three hardware stores, two furniture and appliance stores, one with musical instruments; three theatres and a drive in, a religious gift store and a donut shop, two jewelry stores, two or three drycleaners, three bakeries, three funeral homes, three paint stores, two of them sold glass and windows and one repaired automotive glass; seven car dealerships, two farm implement dealers, a taxi service, two shoe repair shops, a hobby shop and a tailor, a functioning bus terminal for Greyhound and Continental, a full-blown train station, two lumber yards, and a feed and farm supply store, babies could be born at our hospital, but now it seems all we can do here is die. Councilmember Mattie said for those like him who have lived here their entire lives and endured the decline of our hometown, he said he has a deeper appreciation for the opportunities that marijuana places before us than recent residents who haven't witnessed the decline. He continued that between 1970 to 2010 the population declined by 7% from 10,000 to 9,200; between 2010 and 2013 it declined another 11% to 8,465. Those declines don't include the very recent declines when we lost 100 people from Pioneer and the UPS employees. He said he's seen a lot of loss in good paying jobs. He witnessed the Colorado State Patrol dispatching center closure that relocated to Pueblo and the troop office that is now a post office. He also saw the nursing home change from a state-run facility with state-paying jobs to a private facility that offers less

skilled care. He also spoke of the coal mining losses and most recently Pepsi, Pioneer and UPS. On the positive side he said he has seen or been told about increased activity for local contractors brought about by the marijuana industry. Additionally, a 19% sales tax increase was seen and \$55,000 in marijuana sales tax revenue realized is nothing to sneeze at. Marijuana is now a legal, highly-regulated commodity. Some say Trinidad is becoming the pot capital of Colorado. If it helps us to reclaim our old buildings, generates traffic off of the interstate into town, puts people to work, and generates tax revenue for the City coffers, he said he welcomes that title. He suggested that perhaps marijuana could do for Trinidad what Coors beer did for Golden. The revenues could help us improve our antiquated infrastructure, which now has taxpayers to support it. It could also help resolve the unfunded vacation/sick obligation the City has to its retiring employees. We could finance the backflow valves, fund efforts towards diverse economic development, provide all the things the City now does for its residents. He continued that he believes in a free enterprise economic system and that it will take care of the numbers and types of marijuana outlets. In the meantime he said we should reap the benefits. We missed the gaming industry opportunity, the transgender industry, failed to develop a positive partnership with the military, the hemp industry that's gone to La Junta, we struggle with building codes. Between May, 2013, to May, 2014, there were four commercial real estate sales. Between 2014 to 2015 there were nine and 14 more are pending – an increase of 173%. There were 110 houses sold between 2013 to 2014. Between 2014 to 2015 there were 120 and 19 are pending – a 26% increase. There hasn't been a surge of business proposals for people to come to here. Our children are forced to leave to make a life elsewhere. Councilmember Mattie said he does VIN verifications at the courthouse and from 2009 to 2013 and averaged 116 per year; in 2014 he said he has done 240-an increase of 50%. He explained that is representative of the increase in people coming in from out of state. Councilmember Mattie said he understands the need for diversity, but we currently don't have that diversity coming into town. He opined that with marijuana businesses that draw people in it will in turn draw in other business that will create diversity. It was pointed out to him that employees were coming to work smelling like marijuana. He submitted that is not a marijuana issue, but rather an employee issue. We can't legislate morality or common sense. He suggested that rather than scoff at the sale tax increase it should be appreciated. He concluded that he can't say that marijuana is the answer, but as a person who previously only mentioned marijuana in the context of a police report, he must now say that marijuana is the only tangible, immediate and viable opportunity knocking on our door. He spoke of the anticipated growth of the industry by 2020. He believes that we need to take advantage of this opportunity to benefit our community and be on the front side of something. He opined that it is better for Trinidad to move forward with marijuana than wring our hands in despair. To blindly vote no on anything marijuana he thought to be a disservice to the citizen and the financial well being of the community.

John Micheliza addressed Council. Mr. Micheliza said people think that marijuana is the answer, but they have been in it one year and opened five and one-half months (with the construction he suggested it was more like three and one-half months). This week Department of Revenue came to their business to do an audit of their business because their volume for the last two months has completely dropped off. He was told by the auditor that the whole state is down in sales and they are auditing everyone within the next two years. They are doing it because the revenue from the marijuana is not there. Mr. Micheliza said he could tell them the same thing. People are not going to get the money they've invested in the business back for a long time. Marijuana will not make this town rich. He concluded that he has been here for 70 years. Through consolidation and forced consolidation everyone has gone out of town and Trinidad isn't going to get these big Fortune 500 companies to come here. Consolidation took care of UPS, all of the beer distributors, the soda pop distributors, all of the gas wells and gas companies, because there are mergers and they are going to pull out. Consolidation is the biggest threat.

Councilmember Bonato said he knows marijuana was approved by a vote of the people. He asked why we can't bring this to the November ballot and let the people of Trinidad decide how many marijuana shops they want. They voted on it in Pueblo. He said he is against marijuana. When he brought this previously to Council he said he felt he didn't get agreement from Council so he thought he'd bring it up again.

Fumio Sawa addressed Council. He said everyone talks about the legalization of marijuana but cigarettes and alcohol are legal. According to scientist cigarette and alcohol kill people. Marijuana doesn't cause any harm. Marijuana oil consumption is helping children. Second hand cigarette smoke can give a person cancer. Alcohol causes cancer, but marijuana doesn't. Councilmember Miles said that they are not debating the merits of alcohol versus marijuana. She said it is about preserving and protecting the heart of the downtown, the historic district. Mr. Sawa said he came here two years ago because Trinidad is such a beautiful town with nice architect and people and weather. It has nothing to do with marijuana. It is one business, nothing else. The ordinance affects only two sections. Councilmember Miles said the primary concern is the heart of the heart and what happens if Goal Academy goes away. Mayor Pro-Tem Bolton said she thinks that is what the focus needs to be, not what is before them tonight. Councilmember Miles commented that sometimes capitalism does need to be fettered. Mr. Sawa concluded that marijuana is not a drug. Alcohol and cigarettes are drugs. This is a meaningless argument.

Danielle Rollo addressed Council. She said that she has been a real estate broker in Trinidad for 17 years and she gets out and beats the streets every day. She sells to people from Trinidad and outside of Trinidad. This year is the first time in 17 years that some local people that own buildings in town have finally had the opportunity to sell them and to have them historically preserved. Without these sales these buildings will fall down. She said she would love to see diversity but no one is beating the doors down. She suggested maybe marijuana tax money can bring some creative things to town. To talk about doing the moratorium right now and the way the current ordinance is structured will be very detrimental to this community. She concluded that she doesn't think it is right or fair.

City Manager Engeland reviewed Council's options – 1) vote on the ordinance as proposed; 2) table it indefinitely or table it and ask staff to prepare changes; 3) vote on this ordinance and ask staff to bring forth an ordinance limiting all types of marijuana in that area; or 4) amend the ordinance as written tonight to a geographic limitation in a proposed area, Goal Academy is what has been talked about. Councilmember Torres made a motion to table the ordinance to the next regular meeting and discuss it at the ensuing work session to give time to think about it. Councilmember Fletcher seconded the motion. The motion carried with all Council members voting aye except Mayor Pro-Tem Bolton who voted no.

#### ORDINANCE NO.

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

Consideration of bid results for the Water Treatment Plant Phase 2 project. Public Works/Utilities Director Valentine told Council that in 2013 a sanitary survey was done by the Department of Health whereby they advised that upgrades were needed to the water treatment system for increased safety. Black & Veatch did the design. Phase 1 is almost complete. Phase 2 is for work to the water storage tank. Four pre-qualified contractors were sent bid specifications. Three bids were received. He pointed to them in Council's packets and noted that the low bid was received from Moltz Construction, Inc. in the amount of \$1,217,000. The City received a grant for Phases 2 and 3 in the amount of \$1,192,500. The engineer's estimate was \$1,594,752. Therefore he pointed out that the bid came in \$380,000 below the engineer's estimate. He recommended the City move forward with Phase 2. Councilmember Bonato said that he talked to Gil Ramirez who said that everything done thus far has been going very well and the time table as well. Councilmember Mattie moved to approve the bid received from Moltz Construction as recommended and Councilmember Bonato seconded the motion. Upon roll call vote the motion carried unanimously.

**COUNCIL REPORTS.** Councilmember Mattie had nothing to report.

Councilmember Fletcher told Council that the Santa Fe Trail Festival committee is meeting faithfully to plan the event on June 19<sup>th</sup> and 20<sup>th</sup>. It is a small group doing a lot of work to pull it off. She said the festival will be reminiscent of how it used to be. They have 21 confirmed vendors, pony rides, a horseshoe tournament, and fishing tournament for the five to 12 year old group. With the City's endorsement she said there will be an inner-tube race in the pond. They will have a shoot-out with water guns, chili cook-offs, a beer garden and back to back bands Friday and Saturday night. The event will run from 5:00 p.m. to midnight on Friday and 10:00 p.m. to midnight on Saturday. A car and bike show will be held on the upper level parking lot. There will also be a square-dancing demonstration and mini lessons and more to be announced.

Councilmember Bonato reported that on Friday, May 29<sup>th</sup>, he and Mayor Reorda went to Pinon Canyon Maneuver Site for a tour. They are always welcomed by the soldiers and staff. Currently there are between 4,000 to 4,500 soldiers on site along with 700 vehicles. He spoke of his admiration for the soldiers. They were told of the community's support of them as they traveled down I-25 and how flags were located along their Highway 160 route. He continued that he wasn't able to go again on Saturday but heard that it was just as busy as Friday. He thanked the three Trinidad Girl Scout Troops and the one from La Junta who presented 900 boxes of Girl Scout cookies to the soldiers. It earned them the Home Town Hero Badge. The support from the community is growing. Colonel Hamilton commented to him that this is the greatest town. He concluded that he is trying to generate soldier visits into Trinidad.

Councilmember Torres said she is excited for the Santa Fe Trail Festival and will be helping with the chili cook-off.

Councilmember Miles reported that she and Councilmember Fletcher attended the ARPA Board meeting recently in Springfield. They have signed a contract with IPP to solicit bids for the decommissioning, deconstruction or otherwise prompt disposal of the facility. ARPA has not taken action to decommission the plant because there is a possibility that it may still be sold. Currently they are doing what is necessary to keep the permitting they have in place to grandfather a prospective purchaser. They have instructed staff to hire a Financial Advisor to refinance a portion of the bonds. \$10 to 15 million of them are callable now and they should be able to refinance them at lower rates. She concluded as the new treasurer or ARPA she wants to explore a possible tender offer to see if we can maximize some cost savings on some bonds.

Councilmember Bolton read aloud a thank you letter from Tom and Linda Perry thanks those who participated and assisted with the Trinidad Water Festival. There were 1,400 students who visited the TSJC campus for the event and attended the event.

**REPORTS BY CITY ATTORNEY.** Urban Renewal. City Attorney Downs advised Council that on May 21<sup>st</sup> there had been a very good meeting of the Trinidad Urban Renewal Authority. At that time they reviewed bids for property they had requested proposals for, located near the CNG station site. Only one response was received from Ray Duran for a total of \$3,000 for the three parcels. The properties can be sold 15 days after the May 21<sup>st</sup> date.

**REPORTS BY CITY MANAGER.** Retreat. City Council was reminded by City Manager Engeland of the Council planning session at Monument Lake from 9:00 a.m. to 5:00 p.m. The meeting is open to the public and media.

Commercial Street project. City Manager Engeland said he has heard from both members of Council and the business owners impacted by the construction on Commercial Street. He said staff is researching through the business retention ordinance if the City can return City sales tax. The matter will be discussed further at next week's work session and he welcomed Council's input.

Responses to questions. City Manager Engeland pointed out in Council's packets the responses to questions posed during the previous meetings. He said staff will start posting those responses on-line as part of the City's transparency portal. They will continue to see them in their Friday packets.

Personnel. City Manager Engeland announced the recent appointment of Tara Marshall as the Development Services Director. She was formerly the intern through the Best and Brightest Program. He said the City actively seeking to fill an intern position again. It is a way for the City to get very talented people working for the City.

Employee Recognition. Human Resources Director Dona Valencich addressed Council and informed them that the City has offered the City employees and their families free tickets to the Triggers' game at 6:00 p.m. on June 13<sup>th</sup>, as a thank you for their hard work. It is being called City night and Council is welcome to join them. She said she has the tickets in her office.

Economic Development. Development Services Director Tara Marshall pointed to a handout at Council's seating places and advised them of a visit that will happen this Saturday. She explained that Dana Crawford, a real estate developer, contacted her and she would like City Council to attend a luncheon at noon on Saturday at Ristras. She will be bringing a couple of other developers with her along with the head of History Colorado. Ms. Crawford will be looking at six or seven large redevelopment projects on Saturday. She is the owner of Urban Neighborhoods and is known for many things, her first project being Larimer Square in Denver. Ms. Crawford is looking at doing a redevelopment project in Trinidad and will be checking on whether the local climate is positive. She will be looking at Trinidad's buildings for the first time and the City should show her that we are very amenable to any kind of investment. Ms. Marshall concluded that this is an incredible opportunity. On a separate note, Ms. Marshall told Council that the Governor signed new Urban Renewal legislation, which staff hoped would be vetoed. It is not favorable to municipalities. She told Council that at a future work session she would bring forth more information. City Attorney Downs and City Manager Engeland will be attending a session regarding urban renewal at the CML annual conference and she will be attending one in August.

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

**PAYROLL,** May 23, 2015 through June 5, 2015. A motion to approve the payroll was made by Councilmember Bonato and seconded by Councilmember Torres. Roll call was taken and the motion carried unanimously.

Councilmember Bonato expressed concern with the extra use of the facilities at Central Park with the Triggers playing there. He recalled there being a previous contract for porta-potties. City Manager Engeland said he believed they were donated last year and the City would be happy to allow their placement again this year.

Councilmember Fletcher thanked City Manager Engeland for the responses they have been receiving in written form to their questions. Councilmember Miles asked the ownership of the parking lot behind the JR's business on West Main Street. Public Works/Utilities Director Valentine said that the City owns the majority of it and the state a part of it. He showed on the map provided the highlighted section owned by the City. Councilmember Miles asked if it could be turned into a parking lot. Public Works/Utilities Director Valentine answered affirmatively, probably graveled.

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

ATTEST:

\_\_\_\_\_  
CAROL BOLTON, Mayor Pro-Tem

\_\_\_\_\_  
KIM MARQUEZ, Asst. City Clerk

4a-d



## COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** June 16, 2015 Regular Meeting  
**PREPARED BY:** Audra Garrett, Asst. City Mngr.  
**PRESENTER:** Les Downs, City Attorney  
**DEPT. HEAD SIGNATURE:** *Audra Garrett*  
**CITY MANAGER SIGNATURE:** *[Signature]*

**SUBJECT: PUBLIC HEARING**

- a) New retail marijuana store application filed by Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road
- b) New retail marijuana cultivation facility application filed by Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road
- c) New medical marijuana center application filed by Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road
- d) New medical marijuana optional premise cultivation operation application filed by Freedom Road Garden LTD d/b/a Freedom Road at 2600 Freedom Road

**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 new licenses.

**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.

4a-d



## INVESTIGATIVE REPORT

**Applicant:** Freedom Road Garden, LTD

**Business Name:** Freedom Road

**Business Address:** 2600 Freedom Road - Industrial zoning

**Officers/Owners:** David Allen Snow, 19435 Broken Fence Way, Monument, CO 80132

**Date of Application:** April 29, 2015

**Date Application Filed with Local Authority:** May 5, 2015

**Type of Request:** New License

**Type of License(s):** Retail Marijuana Store  
Retail Marijuana Cultivation Facility  
Medical Marijuana Center  
Medical Marijuana Optional Premise Cultivation Operation

**Hearing Date:** Tuesday, June 16, 2015, 7:00 p.m.

### APPLICATION CONTENTS -

**Applicant's Documents:** City of Trinidad Retail and Medical Marijuana License Applications  
CUP Approvals  
Commercial Lease Agreement-Consent of Property Owners for the Submission of an Application for Marijuana Business is explicitly identified within the lease  
Articles of Organization  
Company Agreement

Certificate of Good Standing  
Statements of Trade Name  
Sales Tax License  
Diagram of Premises  
Individual History Record  
Fingerprints  
Security Alarm  
Exterior Security Lighting Plan  
Colorado Business Retail Marijuana License Applications  
Colorado Retail and Medical Marijuana License Bond

City Documents: Notice of Public Hearing  
Certificate of Mailing  
Proof Publication on 5/22/15  
Certificate of Posting  
Departmental Reports

**LOCAL FEES -**

**Local Fees Retail Marijuana Store:**

Investigation	\$2500.00
License	<u>2500.00</u>
Total	\$5000.00

**Local Fees Retail Marijuana Cultivation Facility**

Investigation	\$2,500.00
License	2,500.00
\$1/square foot	<u>2,950.00</u>
Total	\$7,950.00

**Local Fees Medical Marijuana Center**

Investigation	\$2,500.00
License	<u>1,000.00</u>
Total	\$3,500.00

**Local Fees Medical Marijuana Optional Premise Cultivation Operation**

Investigation	\$2,500.00
License	<u>1,000.00</u>
Total	\$3,500.00

**TOTAL** \$19,950.00

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 Industrial, 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 4/14/15 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 exists between Aches K Pains, LLC, landlord, and Freedom Road Garden, LTD, tenant. The term extends from April 30, 2015 through April 30, 2020. Regarding consent of the property owners for the submission of an application for a marijuana business, the lease agreement identifies marijuana businesses as the only permitted use under the terms of the agreement.

## **BUSINESS/CORPORATE DOCUMENTS –**

Dated-stamped Articles of Organization for Freedom Road Garden Ltd. 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 Freedom Road as the trade name under which the entity is authorized to transact business or conduct activities or contemplate transacting business or conducting activities. A Company Agreement between David A. Snow as the member and Freedom Road Garden, LTD, as the company is included.

## **SALES TAX LICENSE -**

Sales Tax License #27770016-0000 was verified.

## **DIAGRAM OF PREMISES -**

The diagrams identify the proposed premises. This is a single-level facility. The facility has a public access area/sales room, with a restroom. Additionally identified is an office and employee restroom. Cultivation areas are also located within the facility. The

premises is proposed to be all within the confines of 2600 Freedom Road. 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 7,800 square feet. A security alarm system agreement was provided. The exterior security lighting plan was submitted pursuant to the City's requirements.

#### **OWNERSHIP INFORMATION/BACKGROUNDS FINGERPRINTING -**

Fingerprint cards were submitted to CBI/FBI on 4/29/15. Results were received for David Allen Snow from CBI/FBI and yielded no arrest records. Local database checks done by the TPD likewise found no records/convictions.

#### **RESIDENCY REQUIREMENT -**

David Allen Snow , the owners, meet the two-year Colorado residency requirement to hold a marijuana license.

#### **COLORADO RETAIL AND MEDICAL 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 – 5/14/15.  
Published – 5/22/15.  
Posted on the premises – 5/21/15.

#### **DEPARTMENTAL REPORTS -**

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

Fire Chief Tim Howard on behalf of the Building Department on 6/4/15 indicated that an inspection after construction will be necessary.

Police Chief Charles Glorioso on 6/4/15 also indicates that inspections must be completed by the department after construction. Otherwise, no concerns.

The Health Department has instituted their own licensing procedures. The applicant was advised of the same and advised that he will comply with their requirements.

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 COG Early Learning Center which is 4,790 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, 1505 Santa Fe Trail	Retail Marijuana Store
Canna Company, 3019 Toupal Drive	Retail Marijuana Store
Canna Company, 3019 Toupal Drive	Retail Cultivation Facility

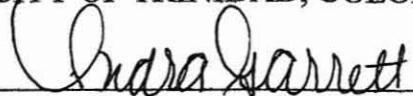
Faragosi Farms, Incorporated, 118 Santa Fe Trail  
Faragosi Farms, Incorporated, 612 Hainlen Street  
Faragosi Farms, Incorporated, 612 Hainlen Street

Dessimals, Inc., 137 W. Cedar Street  
Dessimals, Inc., 137 W. Cedar Street  
Dessimals, Inc., 137 W. Cedar Street  
Dessimals, Inc., 137 W. Cedar Street

Retail Marijuana Store  
Retail Cultivation Facility  
Retail Product  
Manufacturing Facility  
Retail Marijuana Store  
Retail Cultivation Facility  
Medical Center  
Medical Infused-Products  
Manufacturer

Dated this 5th day of June, 2015.

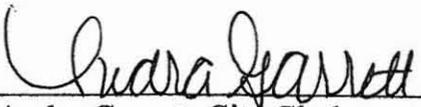
CITY OF TRINIDAD, COLORADO

  
\_\_\_\_\_  
Audra Garrett, City Clerk

**CERTIFICATE OF MAILING**

I hereby certify that on the 5th day of June, 2015, I mailed a copy of the Investigative Report, by Certified Mail, to:

Freedom Road Garden, LTD  
d/b/a Freedom Road  
19435 Broken Fence Way  
Monument, CO 80132  
Certified Mail #7014 2120 0004 1880 9782

  
\_\_\_\_\_  
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 checked="" 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 type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input checked="" 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 Freedom Road Garden LTD

(Corporation/LLC)

Applicant \_\_\_\_\_

(Sole Proprietor)

First Name

Middle Initial

Last Name

Trade Name of Establishment (DBA) Freedom Road Garden LTD

Address of Premise 2600 Freedom Road, Trinidad, CO 81082

Mailing Address 19435 Broken Fence Way, Monument, CO 80132

Telephone 720-350-0076 Email Address d.snow@me.com

Contact Person/Manager David Snow Title Owner

Telephone 720-350-0076 Email Address d.snow@me.com

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

Ownership

Lease

Other (explain in detail)

\_\_\_\_\_  
\_\_\_\_\_

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

Landlord	Tenant	Expires
O'Donnell Investments, LLC	Freedom Road Garden LTD	03/10/20

**\*\*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.

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  - 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 *need Boyd's sig.*~~

~~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~~

*sent from state*

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

1. Name: David Allen Snow Title: Owner  
Address: 19435 Broken Fence Way, Monument, CO 80132  
Financial Interest: 95%

2. Name: Erin Elizabeth Phillips Title: Owner  
Address: 8468 Lewis Court, Arvada, CO 80005  
Financial Interest: 5%

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

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Financial Interest: \_\_\_\_\_

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Financial Interest: \_\_\_\_\_

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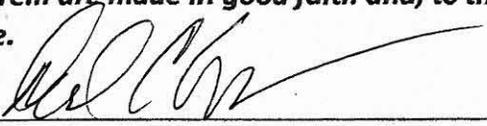
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Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

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

Printed Name: David Allen Snow Date: 4/6/15



City of Trinidad, Colorado  
1876

**CITY OF TRINIDAD, COLORADO  
OFFICE OF THE CITY CLERK**

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

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

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

David A Snow  
Printed Name of Licensee

[Signature]  
Authorized Signature of Licensee/Title

4/29/15  
Date

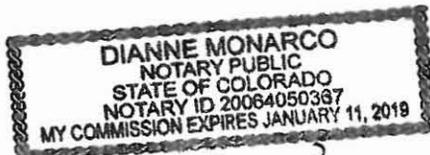
STATE OF Colorado  
COUNTY OF Las Animas

ss.

Subscribed and sworn to before me this 29th day of April, 2015.

[Signature]  
Notary Public Signature

My Commission Expires: 01/11/19





# CITY OF TRINIDAD

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

<b>RETAIL MARIJUANA LICENSE APPLICATION</b>		
<input checked="" type="checkbox"/> New License Application Fee	\$2,500.00	<input checked="" type="checkbox"/> License Fee/Renewal Fee \$2,500.00
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<input type="checkbox"/> \$1.00 per square foot cultivation fee _____	Square feet = \$ _____	
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<input checked="" type="checkbox"/> Marijuana Cultivation Facility	<input type="checkbox"/> Marijuana Testing Facility	
<b>TYPE OF BUSINESS</b>		
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<input checked="" 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)		

2950 sq ft = \$2950.00

Applicant Freedom Road Garden LTD  
(Corporation/LLC)

Applicant \_\_\_\_\_  
(Sole Proprietor) First Name Middle Initial Last Name

Trade Name of Establishment (DBA) Freedom Road Garden LTD

Address of Premise 2600 Freedom Road, Trinidad, CO 81082

Mailing Address 19435 Broken Fence Way, Monument, CO 80132

Telephone 720-350-0076 Email Address d.snow@me.com

Contact Person/Manager David Snow Title Owner

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

- Ownership
  Lease
  Other (explain in detail)

\_\_\_\_\_  
\_\_\_\_\_

R 4/29/15

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

Landlord	Tenant	Expires
O'Donnell Investments, LLC	Freedom Road Garden LTD	03/10/20

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### ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION

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~~2. Lease or Deed – Evidence of Possession~~

~~3. Conditional Use Permit approval~~

~~4. Copy of alarm system contract~~ *need Boyd's signature*

~~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.

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*sent from state*

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

1. Name: David Allen Snow Title: Owner  
Address: 19435 Broken Fence Way, Monument, CO 80132  
Financial Interest: 95%

2. Name: Erin Elizabeth Phillips Title: Owner  
Address: 8468 Lewis Court, Arvada, CO 80005  
Financial Interest: 5%

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

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Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

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Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

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Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

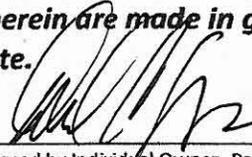
7. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

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

Printed Name: David Allen Snow Date: 4/6/15



**CITY OF TRINIDAD, COLORADO  
OFFICE OF THE CITY CLERK**

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

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

David Allen Snow  
Printed Name of Licensee

[Signature]  
Authorized Signature of Licensee/Title

4/29/15  
Date

STATE OF Colorado,  
COUNTY OF Saw Arinas ss.

Subscribed and sworn to before me this 29<sup>th</sup> day of April, 20 15.

[Signature]  
Notary Public Signature

My Commission Expires: 01/11/19





# 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 checked="" type="checkbox"/> New License Application Fee \$2,500.00	<input checked="" 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 checked="" type="checkbox"/> Medical Marijuana Center	<input type="checkbox"/> Medical Marijuana Infused-Products Manufacturer	
<input type="checkbox"/> Medical Marijuana-Optional Premises Cultivation Operation		
TYPE OF BUSINESS		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input checked="" 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 Freedom Road Garden LTD  
(Corporation/LLC)

Applicant \_\_\_\_\_  
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Trade Name of Establishment (DBA) Freedom Road Garden LTD

Address of Premise 2600 Freedom Road, Trinidad, CO 81082

Mailing Address 19435 Broken Fence Way, Monument, CO 80132

Telephone 720-350-0076 Email Address d.snow@me.com

Contact Person/Manager David Snow Title Owner

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

Ownership  Lease  Other (explain in detail)

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

Landlord	Tenant	Expires
O'Donnell Investments, LLC	Freedom Road Garden LTD	03/10/20

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

R4/29/15

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

*\$39.50, June*

- ~~2. Lease or Deed – Evidence of Possession~~
- ~~3. Conditional Use Permit approval~~ *waiting on*
- ~~4. Copy of alarm system contract~~ *need Boyd's sig.*
- ~~5. Copy of state sales tax license~~
- ~~6. Certificate of Good Standing~~
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Address: \_\_\_\_\_

Financial Interest: \_\_\_\_\_

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Financial Interest: \_\_\_\_\_

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Financial Interest: \_\_\_\_\_

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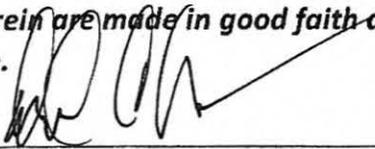
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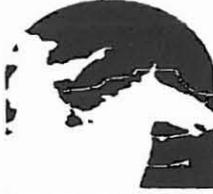
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***I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.***

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

Printed Name: David Allen Snow Date: 4/6/15



City of Trinidad, Colorado  
1878

**CITY OF TRINIDAD, COLORADO  
OFFICE OF THE CITY CLERK**

**LICENSEE'S STATEMENT REGARDING KNOWLEDGE  
OF THE STATE OF COLORADO'S RETAIL MARIJUANA CODES AND  
REGULATIONS AND THE CITY OF TRINIDAD'S ORDINANCES AND LOCAL  
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DAVID A. SNOW  
Printed Name of Licensee

[Signature]  
Authorized Signature of Licensee/Title

4/29/15  
Date

STATE OF Colorado,  
COUNTY OF Bas Armas ss.

Subscribed and sworn to before me this 29th day of April, 2015.

[Signature]  
Notary Public Signature My Commission Expires: 01/11/19





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Financial Interest: 95%

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3. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Financial Interest: \_\_\_\_\_

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Address: \_\_\_\_\_

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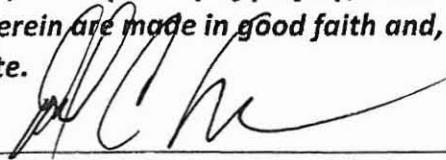
Financial Interest: \_\_\_\_\_

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

Printed Name: David Allen Snow Date: 4/6/15



City of Trinidad, Colorado  
1878

**CITY OF TRINIDAD, COLORADO  
OFFICE OF THE CITY CLERK**

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

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

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

David A Snow  
Printed Name of Licensee

[Signature]  
Authorized Signature of Licensee/Title

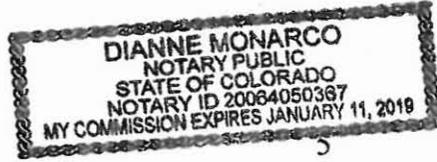
4/29/15  
Date

STATE OF Colorado,  
COUNTY OF Las Animas ss.

Subscribed and sworn to before me this 29th day of April, 2015.

[Signature]  
Notary Public Signature

My Commission Expires: 01/11/19



## **Audra Garrett**

---

**From:** David Snow [d.snow@me.com]  
**Sent:** Friday, June 05, 2015 10:01 AM  
**To:** Audra Garrett  
**Subject:** Ownership Change Freedom Road Garden LTD

Ms. Garrett, please consider this email message as my official notice to the City of Trinidad, Colorado that as of June 1, 2015, Ms. Erin Phillips no longer has any ownership, association, or position of any kind in Freedom Road Garden, LTD.

Should you require more detail as to how or why this change has occurred, please let me know and I will provide an expanded explanation.

Thank you

David Snow  
Managing Member  
Freedom Road Garden, LTD  
720-350-0076  
[d.snow@me.com](mailto:d.snow@me.com)  
19435 Broken Fence Way  
Monument, CO 80132



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

David Snow  
Freedom Road Garden, LTD  
19435 Broken Fence Way  
Monument, CO 80132

April 16, 2015

RE: CUP Application #2015-RMS-05  
CUP Application #2015-RMCF-05  
CUP Application# 2015-OPCO-05  
CUP Application# 2015-MMC-05

Mr. Snow,

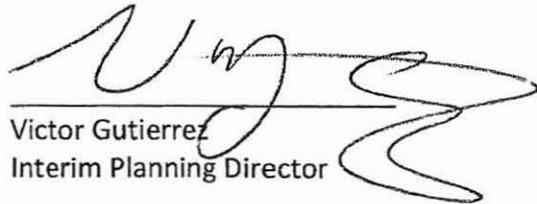
On April 14, 2015 the Planning, Zoning and Variance Commission approved your request for conditional use permits (CUP) to establish and operate a Retail Marijuana Store, Retail Product Manufacturing Facility, Medical Marijuana Center and an Optional Premise Cultivation Operations at 2600 Freedom Rd. 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,



Victor Gutierrez  
Interim Planning Director

CC: Chris Kelley, Building Inspector  
Audra Garrett, Assistant City Manager  
File

LEASE SUMMARY SHEET

LANDLORD:

Name: Aches K Pains, LLC, a Colorado limited liability company, and Aches D Pains, LLC, a Colorado limited liability company, and/or assigns

Notice Address: 5864 Manchester Court  
Pittsboro, IN 46167

Telephone:  
Telecopy:

TENANT:

Name: FREEDOM ROAD GARDEN LTD, a Colorado limited liability company

Notice Address: c/o David Allen Snow  
P. O. Box 380  
Trinidad, CO 81082

Telephone:  
Telecopy:

PREMISES AND APPROXIMATE SQUARE FOOTAGE: The Premises located at 2600 Freedom Road, Trinidad, CO 81082, being more particularly described in the Lease, and which includes a building consisting of approximately 3,000 square feet ("Building No. 1"), and a new building to be built by Landlord consisting of approximately 7,800 square feet, as well as the surrounding land the total of which consisting of approximately 8.56 acres, or all of the premises at that location.

*April DDA KLP*      *April DDA KLA*

TERM: Five (5) years, commencing ~~March 30~~, 2015, and ending ~~March 30~~, 2020, is provided; with two (2) option periods of five (5) years each, the first commencing at the end of the initial five (5) year term.

FIXED MINIMUM RENT:

Year 1:      Building No. 1      \$4.00 per square foot, which is \$12,000.00 for the year, or \$1,000.00 per month.  
                 Building No. 2      \$14.00 per square foot, which is \$109,200.00 for the year, or \$9,100.00 per month.  
  
Years 2 through 5:      Adjusted per lease each year per Lease terms.  
Years 6 through 10:      (First Option Period) Adjusted per lease.  
Years 11 through 15:      (Second Option Period) Adjusted per lease.

OTHER SUMS PAYABLE: Taxes, Insurance, Maintenance, Utilities

TENANT'S PROPORTIONATE SHARE: Tenant's Proportionate Share shall be one hundred percent (100%) of the gross rentable square footage in the Premises.

TENANT TRADENAME: Freedom Road

PERMITTED USE: Retail sales and grow facilities for recreational and medicinal marijuana and marijuana infused products

SECURITY DEPOSIT: \$ 10,100.00

Landlord's Initials DLA KLA /      Page 1 of 1      Tenant's Initials DS /      /      /

LEASE AGREEMENT

THIS LEASE is made this 30 day of ~~March~~ <sup>April</sup>, 2015, by and between Aches K Pains, LLC, a Colorado limited liability company, and Aches D Pains, LLC, a Colorado limited liability company, and/or assigns ("Landlord"), and FREEDOM ROAD GARDEN, LTD, a Colorado limited liability company ("Tenant").

WITNESSETH:

**ARTICLE I - PREMISES**

Section 1.1 PREMISES. The "Premises," as used herein, shall mean the Premises described on the Lease Summary Sheet, and shall include the buildings, improvements, and parking and landscaped areas. Landlord, for and in consideration of the rents, covenants, agreements, and conditions hereinafter set forth, reserved and contained to be paid, kept, observed and performed by Tenant, does hereby demise and lease the Premises unto Tenant, and Tenant hereby takes and rents the Premises from Landlord upon the terms and conditions hereinafter set forth.

**ARTICLE II - TERM**

Section 2.1 TERM. Tenant shall have and hold the Premises for a period of five (5) years, commencing ~~March 30~~ <sup>April</sup>, 2015 ("Commencement Date"), and expiring on ~~March 30~~ <sup>April</sup>, 2020, unless sooner terminated under the conditions of this Lease Agreement.

Section 2.2 LEASE YEAR. The term "Lease Year," as used in this Lease, shall, in the case of the first Lease Year, mean the period from the Commencement Date through the last day of the twelfth (12th) full calendar month following the month of the Commencement Date; which in this case the first Lease Year shall end on ~~March 30~~ <sup>April</sup> 2016. Each subsequent "Lease Year" shall mean the twelve (12) full calendar month period commencing on the first day of the calendar month next following the end of the first Lease Year, and commencing with each subsequent annual anniversary date thereof. The last "Lease Year" shall mean the period commencing with the then current Lease Year and terminating on the date of the termination or cancellation of the term of this Lease. The parties acknowledge and agree that the first Lease Year will include twelve (12) full calendar months, plus the partial month, if any, at the commencement of the term of this Lease if the Commencement Date occurs on a date other than the first day of a calendar month, and that the last Lease Year may be less than twelve (12) full calendar months depending upon the date of the termination or cancellation of the term of this Lease.

Section 2.3 HOLDING OVER. If Tenant remains in possession of the Premises after the expiration or termination of the term hereof, without the execution of a new lease, Tenant shall be a tenant at will, and Landlord shall have no obligation to notify Tenant of any termination of Tenant's possession. Commencing on the date following the date of such expiration or termination, the Fixed Minimum Rent shall, for each month or fraction thereof that Tenant so remains in possession, be twice the Fixed Minimum Rent in effect at the expiration or termination of this Lease, subject to all the other terms and provisions of this Lease. Tenant shall indemnify and hold Landlord harmless from all loss or liability, including any claim made by any successor tenant founded upon Tenant's failure to surrender the Premises on a timely basis.

**ARTICLE III - RENT & SECURITY DEPOSIT**

Section 3.1 RENT. "Rent" shall include Fixed Minimum Rent and Additional Rent as set forth and defined in this Lease Agreement, and is to be paid without demand to Aches D Pains / Aches K Pains, or at such other place and/or person as Landlord may designate in writing. The payment of Rent shall commence three (3) months after (a) the final building inspection, or the certificate of occupancy, if occurring earlier, of Building No. 2, as set forth in the Lease Summary Sheet and in the Landlord's Work in this Lease, and (b) all applicable licenses to operate the Permitted Use set forth in the Lease

Landlord's Initials DDA / KLP Page 1 of 20 Tenant's Initials FR

Summary Sheet.

**Section 3.2 FIXED MINIMUM RENT.** Tenant shall pay to Landlord, without deduction, setoff or demand, as "Fixed Minimum Rent" for the Premises, as set forth in the Lease Summary Sheet, plus applicable state sales, excise and/or use tax, due and payable on or before the first day of each calendar month, during the Term of the Lease. Tenant shall have a five (5) day grace period with regard to the payment of rent and any Additional Rent pursuant to this Lease.

Commencing the first day of the second year of the Lease, and each year thereafter within and through the end of the term period, the Fixed Minimum Rent in this Lease shall be subject to increase in accordance with the changes in the Consumer Price Index ("CPI"). At no time will the annual increase be less than three percent (3%) or greater than five percent (5%). Therefore, in no event shall the Fixed Minimum Rent for a year be less than the Fixed Minimum Rent for the previous year.

**Section 3.3 ADDITIONAL RENT.** All Property Taxes, and other expenses or sums that Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all damages, costs and expenses which Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent ("Additional Rent") and, in the event of nonpayment by Tenant, Landlord shall have all the rights and remedies with respect thereto as Landlord has for nonpayment of the Fixed Minimum Rent. As used herein, the term "Rent" shall mean the Fixed Minimum Rent and Additional Rent.

Property Taxes shall be paid in equal monthly installments at the same place and on the same date on which the Fixed Minimum Rent is payable hereunder. Landlord shall notify Tenant from time to time of the amount which Landlord estimates will be the amount of Tenant's Proportionate Share of Taxes for each calendar year (subject to adjustment by Landlord from time to time during such calendar year); such estimated amount shall be based on the prior year Taxes and will then be used to compute the monthly installments of Taxes payable by Tenant hereunder. After the actual Taxes for the current calendar year has been ascertained, Landlord shall send Tenant a statement setting forth the actual amount of Tenant's Proportionate Share of Taxes for such calendar year and the amount of the resulting deficiency or overpayment, as the case may be. Tenant shall pay any deficiency within ten (10) days after mailing of such notice. Landlord will credit any surplus payments of Taxes against the first monthly estimated payment of Taxes due for the next succeeding calendar year, until such surplus credit has been exhausted.

**Section 3.3.1 PROPERTY TAXES.** Tenant shall pay to Landlord Tenant's Proportionate Share of Property Taxes. "Property Taxes" shall mean all taxes and assessments (special or otherwise), impact fees, sewage charges and other governmental impositions of every kind and nature whatsoever (whether in lieu of the same or not), extraordinary as well as ordinary, foreseen and unforeseen, levied or assessed against the use and/or occupancy of the Premises, including any personalty used in connection therewith, together with any use or other tax be levied, assessed or imposed upon the Fixed Minimum Rent or any other Rent reserved hereunder, imposed by any federal, state or local authority having jurisdiction over the Premises, and shall also include all costs and expenses, including reasonable contingency attorney's fees, incurred by Landlord during negotiations for or contests of the amount of Taxes. In the event the methods of taxation prevailing at the commencement of this Lease shall thereafter be modified so that in lieu of or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed, there shall be levied, assessed or imposed an income or other tax, then the same shall be included in the computation of Taxes.

**Section 3.3.2 PROPERTY INSURANCE.** Landlord shall pay "Property Insurance" which shall mean all premiums and other costs paid by Landlord for insurance on the Premises from time to time, including, but not limited to, property coverage, rental income insurance, malicious mischief and public liability insurance carried by Landlord on the Premises. Tenant shall pay for insurance for its property located on the property of the Premises, as well as the liability and other insurance set forth in §6.1(b) of this Lease.

**Section 3.4 LATE CHARGES.** All payments of Rent shall be made by Tenant without

notice or demand at the office of Landlord or at such other place as Landlord may from time to time designate in writing, and without set-off, deduction or abatement except as otherwise expressly provided herein. Any payments of Rent not received by Landlord on or before the date when due shall be deemed delinquent. Tenant shall pay to Landlord on demand a late charge equal to five percent (5%) of the amount of such Rent if any payment is not received by Landlord within five (5) days after the due date. Tenant acknowledges that such late charge is not a penalty, but is to compensate Landlord for the additional administrative expenses and other expenses incurred by Landlord in handling delinquent payments (which expenses are not readily ascertainable), and is in addition to, not in lieu of, interest on late payments as provided herein and any other remedies that Landlord may have by virtue of Tenant's failure to make payments when due. Interest on any payment of Rent not received by Landlord on or before the date when due shall accrue from the date when due to and including the date such payment is received by Landlord at the rate of twelve percent (12%) per annum, but in no event in excess of the maximum interest rate permitted under applicable law from time to time (the "Default Rate").

**Section 3.5 UTILITIES.** Tenant shall pay all bills and charges for water, gas, electricity, telephone, garbage and trash collection (for trash generated within the Premises), fuel, light, heat and power furnished to or used by Tenant on or about the Premises, and all sewage disposal or sewerage service charges for the Premises ("Utilities"). If Tenant does not pay such bills and charges, Landlord may, but shall not be obligated to, pay the same, and such payment shall be Additional Rent payable upon demand by Landlord. In no event shall Landlord be liable for any interruption or cessation in the supply of any such services or utility services not furnished by Landlord to the Premises nor for any interruption or cessation in the supply of any such services or utility services that are due to fire, accident, strike, acts of God or other causes beyond the control of Landlord, or in order to make alterations, maintenance, repairs or improvements. No disruption or cessation of utility service to the Premises be construed as an eviction of Tenant, work an abatement of rent, or relieve Tenant from fulfillment of any covenant or agreement of this Lease. Tenant may elect to establish its own account for any such utility services with the appropriate provider.

For the first Lease Year, Landlord shall pay the amount of charges for Utilities. At Landlord's option, Tenant shall deduct the amount of the charges for Utilities from the Rent owed and paid to Landlord.

**Section 3.6 SECURITY DEPOSIT.** Tenant, upon obtaining all applicable state and local licenses to operate the Permitted Use provided for in this Lease, shall deposit with Landlord a security deposit in the amount set forth on the Lease Summary Sheet. Such amount shall be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit may be commingled with Landlord's other funds and is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. In the event of a Default by Tenant under this Lease, then Landlord may, at the option of Landlord (but Landlord shall not be required to), appropriate and apply any portion of said deposit to the payment of any overdue Rent. Should the entire deposit, or any portion thereof, be so appropriated and applied by Landlord, Tenant shall deposit with Landlord on demand a sufficient amount in cash to restore said security deposit to the original sum deposited. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the Rent herein provided as it becomes due, the security deposit shall be returned to Tenant at the expiration of the term of this Lease or upon the earlier termination of this Lease, less any portion thereof which may have been utilized by Landlord to cure any Default, any direct monetary damages to Landlord caused by a Default, or applied to any damages to the Premises caused by Tenant, reasonable wear and tear excepted. Neither said deposit nor the application thereof by Landlord, as hereinabove provided, shall be a bar or defense to any action in unlawful detainer or to any action which Landlord may at any time commence for a Default.

**Section 3.7 THREE OR SEVEN DAY NOTICE CHARGE.** Tenant agrees to pay a charge of Two Hundred Fifty Dollars (\$250.00) for the posting of any Three-Day, Seven-Day or other notice required by this Lease or by law. That charge shall be deemed Additional Rent and due and payable at the time the notice is posted. That charge shall be properly included in the dollar amount set forth in any such notice, at the Landlord's option.

**Section 3.8 RETURNED CHECK FEE.** Any returned check shall result in a \$50.00 fee,

Landlord's Initials DEA / KLS

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Tenant's Initials DS

plus applicable sales or other tax, each and every time returned. Any such additional charges shall be deemed Additional Rent.

#### **ARTICLE IV - USE/CONDUCT OF BUSINESS**

**Section 4.1 USE/CONDUCT OF BUSINESS.** (a) Tenant shall use and occupy the Premises exclusively for the Permitted Use, as set forth on the Lease Summary Sheet, and shall not use or permit the use of the Premises for any other purpose whatsoever. Tenant shall not commit waste on the Premises, and shall not use or permit to be used the Premises for any illegal purposes, nor in any manner to create any nuisance or to injure the reputation of the Premises (as determined by Landlord), or to vitiate the insurance or increase the rate of insurance for the Premises. No second-hand, auction, fire, distress or bankruptcy sales may be conducted on the Premises without the prior written consent of Landlord. Tenant shall comply with all state and local laws in effect from time to time prohibiting discrimination or segregation by reason of race, color, creed, age, religion, sex or national origin, or any other class of persons protected under the law. Tenant shall not install any radio or television or other similar device exterior to the Premises and shall not erect any aerial on the roof or exterior walls of any building without the express written consent of the Landlord.

(b) Tenant shall not use or permit to be used the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now or hereafter in force or any restrictions or prohibited uses contained in any document of record affecting the Premises. Tenant shall, at its cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now or hereafter in force, and with the requirements of any board of fire underwriters or other similar bodies relating to or affecting the condition, use or occupancy of the Premises whether now or hereafter in effect. Tenant shall pay for any increase in insurance premiums on insurance carried by Landlord resulting from Tenant's use or occupancy of the Premises within ten (10) days after notice from Landlord.

**Section 4.2 USE OF PREMISES.** Tenant shall have the exclusive right during the term of this Lease to use the Premises for itself, its employees, agents, customers, invitees and licensees for their intended purpose, subject, however, to all the provisions of this Lease. Tenant shall not allow the accumulation of any garbage and/or refuse to in the Premises.

**Section 4.3 EXTERIOR SIGNS.** Tenant shall place no signs, awnings, canopies, advertising manner or other thing of any kind on any exterior door, wall or window, or upon the roof of the Premises except with the prior written consent of Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with all governmental ordinances, rules and regulations governing such signs, and Tenant shall be responsible to Landlord for any damage caused by the installation, use, removal or maintenance of the same or violation of any ordinance, rule or regulation with regard thereto, including complete restoration of the brick storefront, if any. All existing exterior signs serving the Premises shall be deemed to be part of the land, shall not be removed by Tenant and shall be surrendered to Landlord as part of the Premises at the expiration of this Lease. All signs, awnings, canopies, advertising matter or other thing of any kind shall be removed by Tenant prior to the expiration or termination of this Lease, and upon such removal Tenant shall simultaneously repair all damage incidental to such removal at the Landlord's option. All exterior signs, excluding those with Tenant's trade names, shall be deemed to be part of the land, and shall not be removed by Tenant and shall be surrendered to Landlord as part of the Premises at the expiration of this Lease.

**Section 4.4 RIGHT OF ENTRY.** Landlord or Landlord's agents shall have the right to enter the Premises at all times to examine the same for compliance with the terms of this Lease, and to show them to prospective purchasers or tenants of the Premises, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable and which do not affect the Tenant's use of the Premises or which result from Default. Landlord shall be allowed to take all material into and upon the Premises that may be required for repairs, alterations, improvements or additions without the same constituting an eviction of Tenant in whole or in part,

and the Rent shall in no event abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise unless Tenant's access to the Premises or any part thereof is restricted. During the six (6) months prior to the expiration of the Lease term (or any extensions thereof) and provided Tenant has not exercised any option to renew, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices "For Lease or Rent" or "For Sale," which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into the Premises in the event of an emergency, Landlord or Landlord's agents may, after attempting to contact the Tenant, enter the same without rendering Landlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease.

**Section 4.5 SUBORDINATION/ATTORNMENT/ESTOPPEL.** (a) At Landlord's election, this Lease shall be subordinate or superior to any ground lease or to the lien of any present or future mortgage, deed of trust or other security instrument (collectively an "encumbrance") placed by Landlord upon the Premises, irrespective of the time of execution or the time of recording of the encumbrance. From time to time, Landlord may elect that this Lease be subordinate to the lien of any encumbrance, or that this Lease be paramount to the lien of any encumbrance, by giving notice to Tenant. Landlord initially elects and gives notice to Tenant that this Lease shall be subordinate to the lien of any present or future encumbrance placed by Landlord upon the Premises. The exercise of any of the elections provided in this Section shall not affect Landlord's right to elect differently thereafter from time to time; provided, however, Landlord may not change its initial election without the consent of the holder or beneficiary of such encumbrance. The foregoing provisions shall be self-operative and no further instrument shall be required. Tenant shall, within ten (10) days after request therefor by Landlord, execute an instrument confirming that this Lease is subordinate or paramount (as Landlord may elect) to the encumbrance, in a form as may be required by the holder or beneficiary thereof.

(b) If the Premises is encumbered, and the encumbrance, if a ground lease, is terminated or, if a lien, is foreclosed, or if the Premises is sold pursuant to foreclosure or by reason of a default under any encumbrance, the following shall apply notwithstanding the foreclosure, the sale, or the default: (i) Tenant shall not disaffirm this Lease or any of its obligations under this Lease; (ii) at the request of the applicable ground lessor, mortgagee or purchaser at the foreclosure or sale, Tenant shall attorn to the ground lessor, mortgagee or purchaser, and execute a new lease for the Premises setting forth all of the provisions of this Lease, except that the term of the new lease shall be for the balance of the term of this Lease.

(c) Within ten (10) days after request therefor by Landlord, or in the event of any sale, assignment or hypothecation of the Premises, and/or the land thereunder by Landlord, Tenant agrees to deliver in recordable form, an estoppel certificate to any proposed ground lessor, mortgagee or purchaser, or to Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claims by Tenant), the dates to which Fixed Minimum Rent and other Rent has been paid, and such other matters as may be requested. If Tenant fails to deliver such certificate as required herein, Tenant shall be deemed to have conclusively agreed to and be bound by all matters set forth in the certificate as submitted by the requesting party.

(d) Any document to be delivered under this Section may be relied upon by a prospective purchaser or encumbrancer of all or any portion of the Premises. In addition to all other remedies to which Landlord may be entitled on account of Tenant's failure to deliver a document as required herein, Landlord shall be entitled to collect an amount equal to \$25.00 per day for each day after the initial ten (10) day period that Tenant's failure to deliver the document continues. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such document for and on behalf of Tenant in the event Tenant fails to execute same within the time provided herein.

(e) If in connection with obtaining financing for the Premises, Landlord or Landlord's lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay, or defer its consent thereto, provided that such modifications do not increase the monetary obligations of Tenant hereunder or materially

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Tenant's Initials BS /

impair the leasehold interest hereby created.

(f) Tenant agrees to give any ground lessors or mortgage and/or deed of trust holders, as to all or a portion of the Premises, by certified mail, return receipt requested, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice or assignment of rents and leases, or otherwise) of the addresses of such parties. Tenant agrees not to exercise any remedies available by virtue of a Landlord's failure to cure a default within thirty (30) days after receipt of notice of default (or such additional time as may be reasonably necessary to cure such default) unless Tenant has also given such parties a reasonable opportunity to cure such default (including but not limited to foreclosure proceedings if necessary to effect such cure).

**Section 4.6 NO ESTATE IN LAND.** This Lease shall only create the relationship of Landlord and Tenant between the parties hereto and the parties state that they have not created and do not intend to create any relationship between them other than as landlord and tenant.

**Section 4.7 PARKING.** After such time as the parking area has been repaired and is in compliance as of the date of that repair with the Americans with Disabilities Act of 1990, as amended (the "ADA"), and other local, state and federal laws and regulations in effect at the time of that repair, Tenant shall maintain the parking areas for the safety and use of its employees and the general public and shall be fully and solely responsible for maintenance of those areas.

**Section 4.8 HAZARDOUS MATERIALS.** Tenant shall not cause or permit the use, generation, storage or disposal in or about the Premises of any substances, materials or wastes subject to regulation under any federal, state or local law from time to time in effect concerning hazardous, toxic or radioactive materials (hereinafter "Hazardous Materials") unless Tenant shall have received Landlord's prior written consent, which consent Landlord may withhold or at any time revoke at its sole discretion. Landlord and Tenant acknowledge that Landlord consents to the operation of the Permitted Use set forth in this Lease. If Tenant uses, generates, stores or disposes of any Hazardous Materials in or about the Premises, Tenant shall obtain all necessary permits and comply with all statutes, regulations and rules applicable to such activity. Furthermore, if Tenant should operate a restaurant on the Premises, Landlord shall have the right to require that Tenant deliver periodic environmental audits of the Premises evidencing that no violations have occurred. Tenant shall indemnify and hold Landlord harmless from and against all liability, cost, claim, penalty, expense and fees (including court costs and attorney's fees) arising from Tenant's use, generation, storage, or disposal of Hazardous Materials in or about the Premises. This section shall survive the expiration or earlier termination of this Lease. Notwithstanding anything within this Section to the contrary, Tenant shall only be liable for any condition in or about the Premises that was caused by Tenant.

**Section 4.9 QUIET ENJOYMENT.** Upon payment by Tenant of the Rent herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed under this Lease, Tenant shall peaceably hold and enjoy the Premises for the term of this Lease without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

#### **ARTICLE V - CONDITION OF PREMISES; CONSTRUCTION; REPAIRS**

**Section 5.1 CONDITION OF PREMISES.** Tenant accepts the Premises in "as is, where is" condition, and agrees the same are suited for the use intended by Tenant, without any warranties whatsoever by Landlord. Tenant shall perform or cause to be performed any Tenant improvements in a good and workmanlike manner, in accordance with all applicable governmental requirements and the plans and specifications therefor, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Premises.

**Section 5.2 ALTERATIONS AND ADDITIONS.** Tenant shall not make or allow to be made any alterations, additions, or improvements to the Premises or any part thereof without the prior written consent of Landlord. Any alterations, additions or improvements to the Premises, excepting movable furniture and trade fixtures, shall, on the expiration of this Lease, at Landlord's

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option become a part of the realty and belong to Landlord or shall be removed by Tenant. All such alterations and additions shall be made by Tenant at Tenant's sole cost and expense, and any contractor or person selected by Tenant to make the same must first be approved in writing by Landlord. Before commencement of any work, all necessary plans and specifications shall be filed with and approved by, and all necessary permits obtained from, any governmental departments or authorities having jurisdiction, and any public utility company having an interest therein. Landlord has approved the alterations described on Exhibit B hereto.

**Section 5.3 REPAIRS BY LANDLORD.** Landlord shall keep and maintain the structural portions of the Premises, including the exterior walls and the roof and utility and building sprinkler systems, in which the Premises are located (exclusive of all glass, exterior doors and store fronts) in good repair, except that repairs rendered necessary by the acts or omissions of Tenant, Tenant's agents, employees or invitees shall be the responsibility of Tenant. As to electricity and other utilities, Landlord shall only be responsible to provide the facilities necessary to supply electricity and water to the building. Except as expressly provided in this Lease, Landlord shall not be required to make any alteration, repairs or additions to the Premises. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance required of Landlord hereunder unless such failure shall persist for any unreasonable time (including the need for immediate repairs if the operation of Tenant's business is affected) after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

Landlord shall also be required to complete the work or repairs described on Exhibit A hereto.

Landlord shall not be responsible or liable for damages or repairs caused by any unlawful or forced entry. Landlord shall not be responsible or liable to Tenant, or those claiming through Tenant, for loss or damage to their person or property resulting from acts or omissions of other persons, tenants or third persons (including the general public, licensees or invitees), or as a result of breakage, leakage or stoppage of water, sewer, gas, electrical cables and wires or other utilities.

**Section 5.4 MAINTENANCE AND REPAIRS BY TENANT.** (a) Tenant shall, during the term of this Lease, at Tenant's expense, maintain the Premises in good condition and repair, excluding only such repairs as Landlord is expressly obligated to make under this Lease. Tenant's obligation to repair shall include the obligation to maintain and service, regardless of whether the need for the same is foreseen or unforeseen. Without limiting the generality of the foregoing, Tenant agrees that its obligation to repair, maintain, and service shall extend to all landscaping, lighting, signage, electrical, air conditioning, heating, plumbing and plumbing fixtures and sewerage pipes serving the Premises (excluding the free flow to the main sewer line), all fixtures, walls, floors, ceilings, the exterior and interior portion of all doors, windows, plate glass and store front in, upon or forming a part of the Premises, and any tenant finish work or other alterations or improvements performed by Tenant. Tenant shall be responsible for damage, from whatever causes, to all glass or plate glass in the Premises, for all damages to water or steam pipes in the Premises caused by freezing or neglect by Tenant and for damages to the property of other tenants caused by the overflow or breakage of any such pipes. Landlord agrees to assign all warranties Landlord may obtain on the heating, ventilation and air conditioning system serving the Premises to Tenant.

(b) Landlord may, but shall not be obligated to, make any repairs to be made by Tenant hereunder, if not promptly made by Tenant, and all such payments made by Landlord shall be treated as Additional Rent payable upon demand by Landlord, plus an administrative fee of fifteen percent (15%). Any charges under this section shall be deemed Additional Rent.

**Section 5.5 NO LIENS.** Landlord's interest in the Premises shall not be subject to liens for improvements, repairs or alterations made by Tenant, and Tenant shall have no power or authority to create any lien or permit any lien to attach to the Premises or the present estate, reversion or other interest of Landlord in the Premises, or other improvements thereon as a result of improvements made by Tenant or by reason of any other work done on Tenant's behalf or any other act or omission of Tenant. All materialmen, contractors, artists, mechanics and laborers and other persons contracting with Tenant with respect to the Premises or any part thereof, are hereby charged with notice that such liens are expressly prohibited and that they must look solely to Tenant to secure payment for any work done or material furnished for improvements made at the request of Tenant.

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Tenant agrees to provide notice to such effect to any such persons doing work or supplying materials to the Premises. Tenant shall indemnify Landlord against any loss or expenses incurred as a result of the assertion of any such lien, and Tenant covenants and agrees to remove such lien or transfer such lien to a bond or such other security, as may be permitted by applicable law, within twenty (20) days of its assertion. In the event Tenant fails to have such lien removed as required hereunder, Landlord shall have the right to pay such lien and Tenant shall reimburse Landlord for such sum as Additional Rent, plus an administrative fee of fifteen percent (15%) upon demand.

#### ARTICLE VI - INSURANCE/INDEMNITY/CASUALTY

Section 6.1 INDEMNITY AND INSURANCE. (a) Tenant agrees to, and hereby does, indemnify and save Landlord harmless from and against any and all claims, actions, damages, liability, costs and expenses (including attorney's fees and court costs incurred by Landlord) for any injury (including death) to any persons or damage to any property arising from, caused by or in connection with (i) any occurrence in, upon or at the Premises; or in any way arising out of Tenant's use or occupancy of the Premises, or any part thereof; (ii) the negligence, misconduct or any act or omission to act of Tenant, its agents, employees, contractors, subcontractors, subtenants, licensees or concessionaires; or (iii) any breach or default by Tenant in the performance of its obligations under this Lease, or any contract or agreement to which Tenant is a party, or any restriction, law, ordinance, or regulation affecting the Premises or any part thereof or the ownership, occupancy or use thereof. In case of any claim, action, suit or proceeding brought against Landlord due to any such occurrence, Tenant will, at Tenant's expense, defend and resist such claim, action, suit or proceeding, or cause such defense or resistance by counsel reasonably approved by Landlord. Landlord will indemnify and save harmless Tenant against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Tenant for (a) Landlord's negligence or misconduct or act or omission to act, or that of Landlord's agents, contractors, servants, employees, licensees or invitees, (b) any environmental condition existing on the date of the Lease or caused by Landlord or Landlord's agents, contractors, servants, employees, licensees or invitees, and (c) currently existing violations of or suits related to the existing violation of the ADA and other local, state and federal laws and regulations, as well as the compliance by the Premises therewith. Landlord represents there are presently no known or threatened (x) lawsuits against the Landlord or the Premises or (y) city or county code violations.

(b) Tenant shall, at its sole cost, maintain the following insurance at all times during this Lease and at all times when Tenant is in possession of the Premises, in amounts set forth below or as may be reasonably required by Landlord or Landlord's insurer:

- (i) Comprehensive general liability insurance with a combined single limit for personal injury, loss of life and property damage of not less than Three Million and No/100 Dollars (\$3,000,000), and for injury to or death of one person in any one occurrence in an amount not less than One Million and No/100 Dollars (\$1,000,000) per occurrence, and damage to property in the amount of not less than Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000), made by, or on behalf of, any person, firm or corporation arising from, related to or connected with the Premises or any act or omission of the Tenant. Said insurance shall comprehend full coverage of Tenant's obligation to indemnify Landlord under this Lease or otherwise.
- (ii) Property insurance insuring Tenant's leasehold improvements, furnishings, personal property, inventory, fixtures and equipment on an "all risk" basis written on a "special form" policy, or the equivalent, against loss by reason of fire, hazard or other casualty, with extended coverage, to the extent of at least eighty percent (80%) of the value thereof.
- (iii) Plate glass insurance on all plate glass for the Premises insuring both Landlord and Tenant against loss or liability arising as a result thereof.

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- (iv) Worker's compensation insurance as may be required by applicable law.
- (v) In the event Tenant is permitted to make any improvements or alterations on the Premises, builders risk insurance written on a completed value (non-reporting) basis.
- (vi) All insurance shall cover the operations provided for the Permitted Use and Landlord may require insurance which becomes available for the Permitted Use.

(c) All insurance required of Tenant hereunder shall be carried with insurance companies and in form reasonably satisfactory to Landlord. Tenant shall deliver to Landlord prior to the Commencement Date original policies or certificates of all of such insurance, which shall provide that Landlord will be given not less than thirty (30) days written notice prior to cancellation or expiration of the insurance evidenced thereby. Renewals of all of such insurance shall be delivered to Landlord at least thirty (30) days prior to the expiration date of such insurance.

(d) All insurance required of Tenant hereunder shall be on a noncontributory basis and shall name Landlord, and at Landlord's option, any mortgage lender on the Premises, as an additional insured or insured mortgagee as the case may be, and the policies shall contain cross liability endorsements. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Tenant may carry such insurance under a blanket policy; provided, however, such insurance by Tenant shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain such insurance, Landlord may, but shall not be required to, procure and maintain the same, and Tenant shall reimburse Landlord for the cost thereof as Additional Rent, plus an administrative fee of fifteen percent (15%) upon demand. Landlord may require periodic increases in the amounts of Tenant's insurance coverage in accordance with sound and prudent business practice. Any charges under this section shall be deemed Additional Rent

(e) Tenant acknowledges and agrees that Landlord will not obtain or carry insurance on Tenant's personal property, fixtures, equipment, inventory or Tenant's leasehold improvements, and Tenant agrees that Tenant shall be responsible for obtaining and carrying insurance on the foregoing, at its sole cost and expense.

(f) Anything in this Lease to the contrary notwithstanding, Tenant hereby waives any and all rights of recovery, claim, action or cause of action against the Landlord for any loss or damage that may occur to the Premises or any improvements thereto, or any personal property of Landlord or Tenant, arising from any cause that (i) would be insured against under the terms of any insurance required to be carried hereunder; or (ii) is insured against under the terms of any insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. Each party shall obtain any special endorsements, if any, required by their respective insurers to evidence compliance with the aforementioned waiver.

**Section 6.2 CASUALTY.** (a) Subject to the other provisions of this Section, in the event the Premises are damaged by fire or other casualty, this Lease shall remain in full force and effect, and Landlord shall forthwith repair the Premises to a state ready for restoration by Tenant of Tenant's improvements. If, however, the Premises or any material portion thereof are rendered wholly untenable by fire or other cause and such restoration cannot reasonably be completed within 180 days after the date of such casualty, Landlord or Tenant shall have the right to terminate this Lease by providing written notice to the other, whereupon the term of this Lease shall cease and terminate upon the day such notice is given, and Tenant shall vacate the Demised Premises and surrender the same to Landlord within 30 days thereof.

(b) Notwithstanding the foregoing, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when (i) the cost of restoration of the

Premises (whether or not compensated for by insurance) shall exceed the annual Fixed Minimum Rent then payable for the balance of the term of the Lease; (ii) the Premises are damaged to the extent of fifty percent (50%) or more thereof; (iii) the Premises are damaged to the extent of twenty-five percent (25%) or more thereof during the last half of the term of this Lease; (iv) the Premises are damaged during the last two (2) years of the term of this Lease; (v) twenty-five percent (25%) or more of the Premises is damaged; (vi) the insurance available to Landlord is not sufficient to cover the cost of such repair, reconstruction or restoration; or (vii) the holder of the first deed of trust or mortgage encumbering the Premises elects not to permit use of insurance proceeds for reconstruction. Landlord shall notify Tenant in writing within ninety (90) days after the occurrence of such casualty if Landlord intends to so terminate this Lease. Any such termination shall be effective as of the date specified in such notice, which date shall be no more than thirty (30) days after giving such notice, and all Rent shall be accounted for as between Landlord and Tenant as of the date of the damage in the event of the termination of the Lease.

(c) The provisions of this Section with respect to repair by Landlord shall be limited to such repair as is necessary to place the Premises in the condition similar to that as of the Commencement Date of the Lease, normal wear and tear excepted, and when placed in such condition the Premises shall be deemed restored and rendered tenantable. Promptly following Landlord's restoration work Tenant, at Tenant's expense, shall perform the work required to place the Premises in the condition to operate its business, and Tenant shall also repair or replace its stock in trade, fixtures, personal property, furniture, furnishings, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

(d) Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacement of any improvements, or any other property installed in or located on the Premises by Tenant.

(e) Tenant shall be entitled to an abatement in Minimum Annual Rent in proportion to the portion of the Premises that is rendered untenable by such damage; provided, however, if the damage is due to the acts or omissions of Tenant or its employees, there shall be no such abatement. Such abatement shall commence as of the date of such damage and shall terminate on the date Landlord delivers the Premises with Landlord's restoration work completed. Notwithstanding the foregoing in the event that, as a result of a "Casualty" as defined in subparagraph 6.2(a), Tenant is unable to operate its business, Tenant shall be entitled to a complete abatement on rent until such time as Tenant is able to operate its business on the premises.

#### ARTICLE VII - CONDEMNATION

Section 7.1 CONDEMNATION. In the event that all or any part of the leased premises is acquired by a public or quasi-public entity through the use of the power of eminent domain or through a sale in lieu thereof, then, in that event, it is understood Tenant hereby waives and forfeits any and all claims in the nature or apportionment of the compensation paid for the property taken (including, but not limited to, land, building, site, improvements, and fixtures) and damages to the property remaining (including, but not limited to, damage to land, building, site improvements, and fixtures). Tenant shall retain its claims solely for business damages, relocation costs and trade fixtures against the condemning authority. Tenant shall not interfere with the aforesaid rights reserved by Landlord, Landlord's claims, Landlord's defenses to any taking or Landlord's ability to settle with a condemning authority.

#### ARTICLE VIII - ASSIGNMENT/SUBLETTING

Section 8.1 ASSIGNMENT/SUBLETTING. Tenant shall not, without the prior written consent of Landlord, assign, transfer, mortgage or encumber this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Landlord agrees that it will not unreasonably withhold or delay its consent to any assignment or sublease, provided that if Tenant requests Landlord's consent to an assignment of the Lease or to a sublease of all or substantial portion of the Premises, Landlord may, in lieu of granting such consent or reasonably withholding same, terminate this Lease, effective on the effective date of said assignment or on the commencement date specified in the sublease, to which Landlord's consent is requested. A transfer of a majority of the ownership interest or voting control in Tenant whether

by a single transfer or in the aggregate by several transfers shall be considered an assignment subject to this Section. Landlord's consent to any assignment, transfer, mortgage or encumbrance or sublease shall not constitute a waiver of the rights of Landlord under this Section, and all subsequent assignments, transfers, mortgages, encumbrances or subleases shall be made only with the prior written consent of Landlord. Any assignee or transferee of Tenant for all of the Premises, at the option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease, assignment or transfer by Tenant shall relieve Tenant of any liability hereunder. Landlord may consent to subsequent assignments of this Lease or sublettings or amendments or modifications to the Lease with assignees of Tenant without notifying Tenant, or any successor tenant, and without obtaining its or their consent thereto, and any such actions shall not relieve Tenant of liability under this Lease. Any assignment, transfer, mortgage, encumbrance or subletting by Tenant without the prior written consent of Landlord shall be void and shall be deemed a Default. If Landlord consents to a proposed sublease or assignment, Tenant shall submit to Landlord a copy of the executed sublease or assignment, which must provide for the assumption of all of Tenant's obligations under this Lease. Any sums paid by a sublessee or assignee in excess of the amounts due under this Lease shall be the property of and paid to the Landlord. At any time, in the case of the assignment or sublease of all of the Premises, Landlord may require that any rent or other sums paid by a sublessee or assignee be paid directly to Landlord. The Landlord hereby approves the subtenancy of all subtenants presently occupying the Premises.

#### **ARTICLE IX - DEFAULT/REMEDIES/LIABILITY/SURRENDER**

**Section 9.1 DEFAULT.** This Lease is made upon the condition that Tenant shall punctually and faithfully perform all of the covenants, conditions and agreements by it to be performed as in this Lease set forth. The following shall each be deemed to be an event of default (each of which is sometimes referred to as a "Default" in this Lease):

- (a) Tenant shall fail to pay when due any Rent or other sums due any other party under the terms and provisions of this Lease.
- (b) Tenant shall cease to conduct its business activity upon the Premises or abandon the Premises, except as otherwise permitted herein.
- (c) Tenant or any other party liable for the obligations of Tenant under this Lease shall have a permanent receiver appointed for such party's property and such receiver is not removed within 60 days after appointment of such receiver.
- (d) Tenant or any other party liable for the obligations of Tenant under this Lease shall have filed against it any proceedings under any present or future state or federal insolvency or bankruptcy laws or other laws of similar purpose, and such proceeding is not dismissed within 60 days.
- (e) Tenant or any other party liable for the obligations of Tenant under this Lease shall voluntarily commence any debtor relief proceedings under any present or future state or federal insolvency or bankruptcy laws or other laws of similar purpose.
- (f) Tenant or any other party liable for the obligations of Tenant under this Lease shall make an assignment for the benefit of creditors.
- (g) Tenant or any other party liable for the obligations of Tenant under this Lease shall have its property levied upon or attached under process that is not satisfied or dissolved within 60 days after inception of such levy or attachment.
- (h) Tenant shall fail to perform any other covenant, agreement, provision or condition of this Lease, which failure is not cured within seven (7) days after notice from Landlord; provided, however, if such failure by its nature cannot reasonably be cured within such seven (7) day period then no Default shall be deemed to exist as long as Tenant commences curing the failure within such seven (7) day period and thereafter continuously and diligently prosecutes cure to completion.

(i) The repetition or continuation of any failure to timely pay any Rent, where such failure shall continue or be repeated for two (2) consecutive months, or for a total of two (2) months in any period of twelve (12) consecutive months.

(j) The repetition of any failure to observe or perform any of the other covenants, terms or conditions hereof more than three (3) times, in the aggregate, in any period of twelve (12) consecutive months.

**Section 9.2 REMEDIES FOR DEFAULT.** In event of a Default, Landlord at its option may, without further demand or notice, at once, or any time thereafter during continuance of such Default, do one or more of the following:

(a) Landlord may terminate this Lease by written notice to Tenant. If the Lease is so terminated, the remainder of the amounts owed under the Lease shall be accelerated and Tenant shall be obligated to and shall pay Landlord all Rent that would have been payable by Tenant from the date of termination to the date when this Lease would have expired if it had not so terminated, less the fair rental value of the Premises for the same period, both discounted to present value at the discount rate of the Federal Reserve Bank of Atlanta, Georgia, in effect at the time of termination, plus all costs and expenses incurred by Landlord by reason of such Default, including reasonable attorney's fees. The Additional Rent after termination shall be an estimate computed by Landlord, taking into consideration the current estimates of such amounts and the average yearly percentage increase of such amounts over the completed portion of the Lease term. The fair rental value of the Premises shall be based upon the then prevailing rent obtainable for the Premises or for comparable space. No termination of this Lease prior to the scheduled expiration thereof shall affect Landlord's right to collect Rent or Landlord's costs and expenses incurred by reason of such Default, including reasonable attorney's fees, for the period prior to the termination thereof.

(b) Landlord, as Tenant's agent, without terminating this Lease, may enter upon, retake and relet the Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations, for any term Landlord deems appropriate, and Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including without limitation, reasonable attorneys fees, brokers' commissions, expenses of remodeling the Premises and like costs. Tenant shall be liable to Landlord for the deficiency, if any, between all Rent due hereunder and the rent received by Landlord as a result of such reletting or receivership (after first deducting from the rents received from such reletting or receivership the costs incurred by Landlord in connection with such entry, retaking, reletting or receivership and only if such reletting is on arms length and market terms and conditions). No act by Landlord with respect to the Premises shall terminate this Lease, including but not limited to acceptance of the keys, institution of an action for detainer or other dispossessory proceedings; it being understood that this Lease may only be terminated by express written notice from Landlord to Tenant or as otherwise provided herein, and any reletting of the Premises shall be presumed to be for and on behalf of Tenant, and not Landlord, unless Landlord expressly provides otherwise in writing to Tenant.

(c) In addition to all other remedies available to Landlord under this Lease, Landlord may, at Landlord's option, upon Default, pay any sum of money on behalf of Tenant that Tenant has failed to pay in accordance with the terms hereof, or perform on behalf of Tenant any covenant or obligation of Tenant that Tenant has failed duly to keep, observe and perform, and all sums so paid by Landlord and all costs incurred by Landlord in connection with such performance shall become Additional Rent payable hereunder, and shall be repaid by Tenant to Landlord upon demand, together with interest thereon at the Default Rate.

(d) Tenant hereby expressly waives any and all rights of redemption and exemption, including homestead, granted by or under any present or future laws, including constitutions, in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the terms, covenants or obligations of this Lease, or otherwise.

(e) No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by

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statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed or held to be a waiver of any other breach nor waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. Neither the rights herein given to receive, collect, sue for, or distrain for any Rent or to enforce the terms, provisions and conditions of this Lease or to prevent the breach of any other right or remedy hereunder or otherwise granted or arising shall in any way affect, impair, or toll the right or power of Landlord to declare the term herein granted ended and to terminate this Lease as otherwise herein provided. No failure of Landlord to insist upon strict compliance by Tenant with the terms and provisions of this Lease, and no custom or practice of the parties at variance with the terms and provisions hereunder, shall constitute a waiver of Landlord's rights to demand strict compliance by Tenant with the terms and provisions hereof.

(f) If any Rent is collected by or through an attorney at law or upon advise therefrom, or if Landlord retains an attorney at law in connection with enforcement by Landlord of any covenant or obligation of Tenant or of any right or remedy of Landlord hereunder, Tenant agrees to pay the reasonable attorney's fees and costs incurred by Landlord, including all appeals.

(g) A termination of this Lease by Landlord or the recovery of possession of the Premises by Landlord or any voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof, shall not work a merger and shall at the option of Landlord, terminate all or any existing franchises or concessions, licenses, permits, subleases, subtenancies or the like between Tenant and any third party with respect to the Premises, or may, at the option of Landlord, operate as an assignment to Landlord of Tenant's interest in same.

(h) All demands for Rent and all other demands, notices and entries, whether provided for under common law or otherwise, that are not expressly required by the terms hereof, are hereby waived by Tenant.

(i) In order to secure payment of all Rent becoming due hereunder from Tenant, and to secure payment of any damages or loss that Landlord may suffer by reason of the breach of Tenant of any covenant, or condition contained herein, Tenant hereby grants Landlord a security interest upon all equipment and improvements of Tenant presently or hereafter situated in the Premises (the "Collateral"), and all proceeds from the sale or lease thereof, and such property shall not be removed from the Premises without the consent of Landlord, except in the ordinary course of business, until Tenant has paid all arrearages in Rent hereunder and complied with all the agreements and conditions hereof. This Lease is intended as and constitutes a security agreement within the meaning of the Uniform Commercial Code of the state in which the Premises are located. If a Default occurs, Landlord may, in addition to all other remedies provided herein or by law, enter upon the Premises and take possession of any and all of the Collateral and sell the Collateral pursuant to the Uniform Commercial Code provisions of the state in which the Premises are located. Commercially reasonable notice shall be deemed to be at least 20 days' notice prior to any foreclosure sale of the Collateral. The Collateral shall be sold on the Premises or at such other location as may be selected by Landlord in Landlord's sole discretion. Landlord or its assigns may purchase at a public sale, and unless prohibited by law, at a private sale. The proceeds from any disposition pursuant to this subsection, less all expenses connected with the taking of possession and foreclosure, including reasonable attorney's fees and legal expenses, shall be applied as a credit against Tenant's indebtedness to Landlord. Any surplus shall be paid to Tenant or as otherwise required by law. Upon the request by Landlord, Tenant shall execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest granted herein. If Tenant refuses to do so after request from Landlord, Tenant hereby appoints Landlord as Tenant's attorney-in-fact for such purpose, such power being irrevocable and coupled with an interest. This lien shall be subordinate to any lien of a financial institution with a perfected first priority purchase money security interest. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary hereto.

(j) Landlord may demand that all payments made after Default be made by certified, cashier's or bank check or wire transfer.

**Section 9.3 LIABILITY OF LANDLORD.** (a) Notwithstanding anything elsewhere in this Lease to the contrary, the term "Landlord" as used in this Lease means, with regard to the obligations and liabilities of Landlord hereunder, only the owner from time to time of the real property of which the Premises are a part, and upon the sale of said real property, Landlord and each successive owner shall be relieved of all liability hereunder except for liability which arose or accrued while such owner was Landlord. Landlord and, in case Landlord shall be a joint venture, partnership, tenancy-in-common, association or other form of joint ownership, the members of any such joint venture, partnership, tenancy-in-common, association or other form of joint ownership, shall have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Landlord of any of its obligations. Tenant shall look solely to the equity of the owner in the Premises at the time of the breach or default (or if the interest of Landlord is a leasehold interest at that time, Tenant shall look solely to such leasehold interest) for the satisfaction of any claims of Tenant. Such exculpation of liability shall be absolute and without any exception whatsoever. Notwithstanding the foregoing, in the event of failure by Landlord to give any consent, as provided in this Lease, Tenant's sole remedy shall be an action for specific performance at law. Without the written consent of Landlord, Tenant shall not be entitled to set-off against any amounts due to Landlord hereunder, any amounts due to it from Landlord, or the cost to Tenant of fulfilling any obligation of Landlord hereunder which is not timely performed by Landlord. As a condition precedent to Tenant applying a set-off, Tenant shall provide written notice to Landlord of the obligation Tenant claims Landlord's responsibility, or the amount Tenant claims Landlord owes Tenant. Landlord shall have thirty (30) days to perform the obligation or pay the amount to Tenant before Tenant may fulfill any such obligation or set-off that amount. If the obligation is one that will take longer than thirty (30) days to complete, Landlord shall have timely commenced the work to complete the obligation and continue to timely pursue completion.

(b) Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of Landlord or Tenant, neither Tenant or Landlord shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of Landlord or Tenant, as the case may be. Tenant or Landlord shall not be responsible or liable for any such delays and the doing or performing of any such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period equal to the period of such delay.

**Section 9.4 SURRENDER OF PREMISES.** (a) Tenant may (if not in Default) prior to the expiration or this Lease or any extension thereof, remove all personal property, trade fixtures and equipment which Tenant has placed in the Premises or such property which is owned by Tenant, provided Tenant simultaneously repairs all damage to the Premises caused by such removal. If Tenant is in Default at the time of any termination of this Lease, Tenant shall not be entitled to remove any of such personal property, trade fixtures, or equipment, and Landlord shall have all rights therein as are then available to Landlord by law. Notwithstanding the foregoing, Tenant shall not be permitted to remove any other alterations, additions or improvements to the Premises without Landlord's consent, including but not limited to wall coverings, floor coverings, fixtures (other than trade fixtures). Upon the expiration or earlier termination of this Lease, Tenant shall, at Landlord's option, restore the Premises to its condition upon deliver of the Premises by Landlord to Tenant.

(b) Upon the expiration or earlier termination of this Lease or the reentry by Landlord of the Premises following Default, Tenant shall at once surrender possession of the Premises to Landlord in the same condition as the Premises were at the date Tenant opened the Premises to the public, reasonable wear and tear excepted, shall surrender all keys for the Premises to Landlord, and shall remove all Tenant's effects therefrom subject to and as provided in subsection (a). Should any property of Tenant remain in or about the Premises following such expiration or termination (or upon reentry by Landlord following Default), then such property shall be conclusively deemed to have been abandoned by Tenant, and Landlord shall have the right, after notice to Tenant, at the expense of Tenant, to dispose of said property without liability for damages or otherwise. Any proceeds from such disposition may be applied by Landlord to the expense of

removal, storage or sale and to any amounts due under this Lease, with the balance to be returned to the Tenant.

#### ARTICLE X - NOTICES

Section 10.1 NOTICES. Any notice required or permitted to be given hereunder shall be deemed sufficient if in writing and sent by United States registered or certified mail, postage prepaid, nationally recognized overnight courier, hand-delivery or telecopy followed by another copy sent in one of the preceding fashions to the party being given notice, at the addresses set forth on the Lease Summary Sheet. Either party hereto may change its address for notices or may designate other or additional persons to receive such notices by giving the other party notice of such change. Notice given as herein above provided shall be deemed received by the party to whom it is addressed on the third day after the day on which said notice, properly addressed and bearing sufficient postage, is deposited in the United States mail, the day after deposit with an overnight courier, or when delivered by hand or telecopy to such party at the address set forth herein.

#### ARTICLE XI - MISCELLANEOUS

Section 11.1 DEFINITIONS. The term "Landlord" as used in this Lease shall include the party signing this Lease as Landlord and its assigns and successors in title to the Premises. The term "Tenant" shall include the party signing this Lease as Tenant and its administrators, legal representatives, successors, and, if this Lease shall be validly assigned or if the Premises should be sublet, shall also include Tenant's assignees or sublessees, as to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" shall include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

Section 11.2 CAPTIONS. The marginal captions in this Lease are for convenience of reference only, and are not to be considered a part hereof and shall not limit or otherwise affect any of the terms of this Lease.

Section 11.3 RECORDING OF LEASE. This Lease shall not be recorded, but a short form memorandum hereof may be recorded at the expense of the requesting party setting forth the parties to the Lease, the description of the Premises, the Commencement Date and termination date of the Lease and such other information as may be necessary for the recording of a short form lease. Neither party shall set forth in such short form lease the amount of rental to be paid by Tenant to Landlord or the term of the Lease. At such time as this Lease terminates or expires for any reason, Tenant agrees to execute such instruments as necessary to release any short form lease of record. If Tenant refuses to do so after request from Landlord, Tenant hereby appoints Landlord as Tenant's attorney-in-fact for such purpose, such power being irrevocable and coupled with an interest.

Section 11.4 TIME. Time is of the essence of this Lease.

Section 11.5 SEVERABILITY. If any provision of this Lease or the application of any provision of this Lease to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 11.6 COMPLETE AGREEMENT. This Lease and the exhibits attached hereto set forth all the terms, conditions, provisions and agreements between Landlord and Tenant concerning the Premises, and there are no promises, agreements or undertakings, either oral or written, between the parties concerning the Premises other than as set forth herein. No amendment, modification or addition to this Lease shall be binding upon the parties unless in writing and executed by the parties.

Section 11.7 APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado.

Section 11.8 DISCRETION. Any reference in the Lease concerning Landlord's discretion shall mean Landlord's absolute and sole discretion, unless otherwise defined in that section.

Landlord's Initials DPA / KLV

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Tenant's Initials DB

Section 11.9 NO BROKERS. Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease other than with Landlord's broker, if any, and Tenant covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions or charges claimed by any broker or agent, other than Landlord's broker, if any, with respect to the negotiation or execution of this Lease.

Section 11.10 AUTHORIZED PERSONS. Each individual executing this Lease on behalf of Tenant represents and warrants that such individual has been duly authorized by Tenant to do so. Tenant agrees to provide Landlord with all documentation requested by Landlord in order to satisfy Landlord that Tenant is a duly organized entity, with the power and authority to enter into this Lease, and the financial ability to meet its obligations hereunder.

Section 11.11 COUNTERPARTS. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Lease shall not be deemed fully executed until a fully executed document has been delivered to Tenant.

Section 11.12 WAIVER OF JURY TRIAL. TENANT INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY.

Section 11.13 RADON DISCLOSURE. Landlord makes the following disclosure:

Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Colorado. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 11.14 OPTION TO RENEW. Provided that Tenant is not in default of this Lease, Tenant shall have two (2) consecutive options to renew this Lease for five (5) years each. Tenant must provide Landlord with a one hundred twenty (120) days written notice prior to the expiration of the initial term and each subsequent option of its intent to exercise said option. The terms and conditions during the option periods shall be the same as set forth in the original term except as to the Fixed Minimum Rent. The Fixed Minimum Rent for the initial year of an Option Period shall be five percent (5%) greater than the final year of the earlier lease term. For the following years within that Option Period, the Fixed Minimum Rent in this Lease shall be subject to increase in accordance with the changes in the Consumer Price Index ("CPI"). At no time will the annual increase be less than three percent (3%) or greater than five percent (5%).

If at the date of commencement of the option period, the Fixed Minimum Rent for the first year of that option period has not been determined, then, pending determination, Tenant shall pay to Landlord the Fixed Minimum Rent at a sum equal to the Fixed Minimum Rent paid for the year preceding that option period.

Section 11.15 ADDITIONAL TERMS. This Lease is contingent on Landlord closing on the purchase of the Premises, of which it is currently under contract to do. Should Landlord not close under that contract, Landlord shall provide Tenant with written notice of termination of this Lease at which time this Lease shall be void and neither party shall be liable to the other under the Lease.

This Lease is contingent on Tenant obtaining all applicable state and local licenses to operate the Permitted Use provided in the Lease. Should Tenant not be able to obtain those licenses within one hundred and twenty (120) days of the date of this Lease, either party may provide the other with written notice of termination of this Lease at which time this Lease shall be void and neither party shall be liable to the other under the Lease. Tenant shall incur all costs and expenses in applying for and obtaining those licenses. Should this Lease be terminated due to the failure of the contingencies listed in this Section, Tenant shall bear those costs and expenses and Landlord shall not be liable for

Landlord's Initials DA KLA

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Tenant's Initials JS

those costs and expenses in any way.

Landlord shall construct a building ("Building No. 2"), as may be more fully described in Exhibit A, on the Premises which shall be an approximately 5000 square feet building to include retail space and a grow facility. Tenant shall review and sign off on all building plans and documents, and do so in a timely manner as to now delay the building process.

IN WITNESS WHEREOF, the parties have hereunto set their hands or caused this instrument to be executed, by and through their duly authorized officers, officials or representatives, as of the day and year first above written.

WITNESSES:  
As to Landlord

LANDLORD:  
ACHES K PAINS, LLC

Ashley Ahrens  
Signature Witness #1  
Print Name: Ashley Ahrens

Address: 5864 MANCHESTER CT  
PITTSBURG IN 46167

Michael Ahrens  
Signature Witness #2  
Print Name: Michael Ahrens

By: Karen L Ahrens  
Title: MANAGER  
Date: 4/30/15

ACHES D PAINS, LLC

Ashley Ahrens  
Signature Witness #1  
Print Name: Ashley Ahrens

Address: 5864 Manchester Ct  
Pittsburg, IN 46167

Michael Ahrens  
Signature Witness #2  
Print Name: Michael Ahrens

By: [Signature]  
Title: Manager  
Date: 4-30-2015

As to Tenant

TENANT:

FREEDOM ROAD GARDEN, LTD

PO Box 380

Address: Trinidad, CO 81082

\_\_\_\_\_  
Signature Witness #1  
Print Name:

David A  
Snow

Digitally signed by David A Snow  
DN: cn=David A Snow, o=Freedom  
Road Garden, Ltd  
by David A Snow  
DN: cn=David A Snow  
email=d.snow@me.com, c=US  
16072590070018:54-07'00'

By: \_\_\_\_\_

Title: Manager

\_\_\_\_\_  
Signature Witness #2  
Print Name:

Date: 5/1/15

Landlord's Initials DA / \_\_\_\_\_ /

Tenant's Initials DS /

Exhibit A  
Landlord Work or Repairs

1. Building No. 1. Landlord shall renovate the existing building of approximately 3,000 square feet, including site security, surveillance, and fence installation, as well as parking area repair.
2. Building No. 2. Landlord shall construct a new building of approximately 7,800 square feet to include both retail space (approximately 1,000 square feet) and a grow facility (approximately 6,800 square feet). The construction shall include the retail space buildout, as well as the lighting, HVAC, water filtration, CO2 system, and utility connections for the grow facility.

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Exhibit B  
Approved Alterations

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Tenant's Initials J /



Colorado Secretary of State  
 Date and Time: 02/13/2015 11:22 AM  
 ID Number: 20151104196  
 Document number: 20151104196  
 Amount Paid: \$50.00

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](http://www.sos.state.co.us).

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

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

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

**Freedom Road Garden Ltd**

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "L.L.C.", "Llc", or "Ltd.". See §7-90-601, C.R.S.)*

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

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

Street address **19435 Broken Fence Way**  
*(Street number and name)*

---

**Monument** **CO** **80132**  
*(City) (State) (ZIP/Postal Code)*

---

**CO** **United States**  
*(Province - if applicable) (Country)*

Mailing address **19435 Broken Fence Way**  
 (leave blank if same as street address) *(Street number and name or Post Office Box information)*

---

**Monument** **CO** **80132**  
*(City) (State) (ZIP/Postal Code)*

---

**CO** **United States**  
*(Province - if applicable) (Country)*

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

Name **Snow** **David** **Allen**  
 (if an individual) *(Last) (First) (Middle) (Suffix)*

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

Street address **19435 Broken Fence Way**  
*(Street number and name)*

---

**Monument** **CO** **80132**  
*(City) (State) (ZIP Code)*

Mailing address **19435 Broken Fence Way**  
 (leave blank if same as street address) *(Street number and name or Post Office Box information)*



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

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

<u>Snow</u>	<u>David</u>	<u>Allen</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>19435 Broken Fence Way</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Monument</u>	<u>CO</u>	<u>80132</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u>CO</u>	<u>United States</u>		
<small>(Province – if applicable)</small>	<small>(Country)</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:**

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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,

**Freedom Road Garden Ltd**

is a **Limited Liability Company** formed or registered on 02/13/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151104196.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/10/2015 that have been posted, and by documents delivered to this office electronically through 03/12/2015 @ 10:25:24.

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 03/12/2015 @ 10:25:24 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9122428.



A handwritten signature in cursive script, reading "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: 03/13/2015 11:29 AM  
 ID Number: 20151177887  
 Document number: 20151177887  
 Amount Paid: \$20.00

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 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>20151104196</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Freedom Road Garden Ltd</u>
Form of entity	<u>Limited Liability Company</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

Freedom Road

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

Retail Sales

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

This document contains additional information as provided by law.

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

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

The delayed effective date and, if applicable, time of this document are \_\_\_\_\_  
*(mm/dd/yyyy hour:minute am/pm)*

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

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

Snow	David	Allen	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
19435 Broken Fence Way			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
Monument	CO	80132	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
CO	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:**

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**COMPANY AGREEMENT  
OF  
FREEDOM ROAD GARDEN, LTD**

This Company Agreement of Freedom Road Garden, LTD (this "Agreement") is entered into by and between David A. Snow ("David") as the member, and Freedom Road Garden, LTD, a Colorado limited liability company, as the company (the "Company").

**Article I  
Formation**

1. **Formation.** The Certificate of Formation of Freedom Road Garden, LTD dated February 13, 2105 (the "Certificate") was filed with the Secretary of State for the State of Colorado. Upon the filing of the Certificate, the Company was established as a Colorado limited liability company pursuant to the Colorado Business Organizations Code, as amended (the "Code").

2. **Office Address; Registered Office and Agent.** The principal place of business and the principal office of the Company will be 19435 Broken Fence Way, Monument, Colorado 80132, or at such other place as is determined by the Managing Member (defined below). The registered office of the Company shall be at 19435 Broken Fence Way, Monument, Colorado 80132, and the registered agent will be David.

3. **Characterization.** For federal income tax purposes, the Company shall be characterized as an association taxable as a partnership if there is more than one member (as determined for federal income tax purposes), otherwise it will be disregarded. However, for state law purposes, the Company shall not be characterized as, nor treated as, a partnership (nor disregarded), nor shall any Member be characterized as, nor treated as, a partner. The Managing Member shall operate the Company in a manner consistent with such characterizations and no Member shall take any act, or fail to take any act, which is not consistent with such characterizations.

**Article II  
Name, Purpose and Term**

1. **Company Name.** The business of the Company shall be conducted under the name "Freedom Road Garden, LTD."

2. **Purpose.** The principal purpose of the Company will be as set forth in the Certificate.

3. **Term.** The term of the Company shall be perpetual unless earlier wound up and liquidated as provided in this Agreement or the Certificate.

**Article III  
Capital Contributions**

**3.1 Capital Contributions.** Following the filing of the Certificate, the initial Member shall be deemed to have contributed cash and property to the Company in the amount and on the date set forth in the Company's books and records. No interest shall be paid by the Company by reason of any capital contribution made by a Member, whether consisting of property, services or cash.

2. **Additional Contributions.** No Member shall be required to make any additional capital contributions to the Company. The Managing Member may, however, accept capital contributions from the Members from time to time as he determines appropriate.

3. **Capital Accounts.** During such period of time that the Company is taxed as a partnership for federal income tax purposes, the Company shall establish and maintain a capital account ("Capital Account") for each Member in accordance with Section 704(b) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section I.704-1(b)(2)(iv).

#### **Article IV Members**

1. **Initial Members.** A "Member" (so called) shall mean an individual, organization or entity (a "Person") that has been admitted as, and continues as, a member of the Company. The initial Member of the Company is David.

2. **Member Interests.** Each Member's percentage interest in the income, gains, losses, deductions, voting rights and distributions, as may be affected by the terms of this Agreement are referred to in this Agreement as "Interests." Initially, David has a 100% Interest.

3. **Liability.** No Member shall be bound by, or personally liable for, obligations or liabilities of the Company beyond the amount of his or her required contributions to the capital of the Company, and no Member shall be required to contribute any capital to the Company in excess of the contributions for which he or she is personally liable under Article III.

4. **Management.** No Member, other than the Managing Member, shall participate in the operation or management of the business of the Company.

5. **Annual Meeting.** If called by the Managing Member, Members holding more than ten percent (10%) of the Interests, or if required by the Code, an annual meeting of the Members, commencing in calendar year 2015, shall be held at the office of the Company, or such other place as determined by the Managing Member, on a date to be determined by the Managing Member. At such meeting the Members shall transact such business as may properly be brought before the meeting.

6. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, the Certificate or this Agreement, may be called by the holders of at least ten percent (10%) of all Interests entitled to vote at such meetings. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

7. **Notice.** Written or printed notice stating the place, day and hour of a meeting of Members, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days or, in the event of a merger or consolidation, not less than twenty (20) days, nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the individual calling the meeting, to each Member entitled to vote at the meeting.

8. **Quorum.** At each meeting the holders of a majority of the Interests issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy, shall be required and shall constitute a quorum of the Members for the transaction of business, unless a smaller percentage is otherwise provided by statute, the Certificate or this Agreement, but in no event shall a quorum consist of the holders of less than one-third of the Interests entitled to vote at such a meeting. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote at such meeting, present in person or represented by proxy, shall have power to adjourn the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

9. **Voting by Members.** With respect to any matter other than a matter for which the affirmative vote of the holders of a specified portion of the Interests entitled to vote is required by the Code or this Agreement, the affirmative vote of the holders of a majority of the Interests represented in person or by proxy at a meeting of Members at which a quorum is present shall be the act of the Members.

10. **Voting Procedure.** At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person, by proxy appointed by an instrument in writing subscribed by such Member, or by his or her duly authorized attorney-in-fact. No form of proxy or power of attorney bearing a date more than eleven (11) months prior to said meeting shall be valid, unless said instrument provides for a longer period. Each proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Such proxy shall be filed with the Secretary of the Company prior to or at the time of the meeting.

11. **Action Without Meeting; Telephone Meetings.**

(a) Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of Interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all Interests entitled to vote on the action were present and voted.

(b) Subject to applicable notice provisions and unless otherwise restricted by the Certificate, Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all individuals

participating in the meeting can hear each other, and participation in such meeting shall constitute presence in person at such meeting, except where an individual's participation is for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

## **Article V Management**

1. **Powers and Duties.** The Company shall be managed by its Managing Member (so called). David is designated the Managing Member of the Company. The Managing Member shall be solely responsible for the operation and management of the business of the Company, and, except as otherwise expressly provided in this Agreement, shall possess all rights and powers generally conferred by applicable law or deemed by the Managing Member as necessary, advisable or consistent in connection therewith. Specifically, the Managing Member shall have the power to do all things and perform all acts necessary and appropriate for successful accomplishment of the business purposes outlined in Section 2.2, including, without limitation: (a) to acquire, own, lease and sell property or investments on behalf of the Company and any entity in which it holds a direct or indirect ownership interest (a "Subsidiary"), (b) to obtain any and all financing of the Company and its Subsidiaries, whether interim, permanent or otherwise, including loans from Members, (c) to replace, repair, sell or otherwise dispose of the assets of the Company and its Subsidiaries, or any portion of them, (d) to issue and sell Interests in the Company on such terms as determined appropriate by the Managing Member, and to amend this Agreement to admit such Person(s) as Members, (e) to cause the Company and its Subsidiaries to enter into contracts approved by the Managing Member in his sole discretion, and (f) to negotiate, execute and deliver all documents in conjunction with the accomplishment of any of the foregoing.

2. **Compensation of Managing Member.** Unless otherwise approved by a majority in Interest of the Members, the Managing Member shall not be entitled to receive any compensation for the services he performs for the Company. The Managing Member shall be reimbursed for actual expenditures incurred in the administration of the Company's business.

3. **Third Party Reliance.** The Managing Member has full, complete and absolute authority over the Company's affairs. Any Person dealing with the Company shall rely completely and exclusively upon the authority of the Managing Member and shall accept any document, agreement, check or other instrument executed by the Managing Member on behalf of the Company as authorized under this Agreement.

4. **Indemnification and Advance of Expenses.**

(a) The Company shall indemnify and/or advance expenses to any Person who was, is, or is threatened to be made a named defendant or respondent in a legal proceeding because such Person is or was a Member or Managing Member, EVEN IF SUCH INDEMNITY OR EXPENSES ARE ATTRIBUTABLE TO SUCH PERSON'S OWN

NEGLIGENCE, to the fullest extent provided by, and in accordance with the procedures set forth in Section 101.401 and Chapter 8 of the Code and any other applicable laws; provided, however, that Chapter 8 of the Code shall be modified in the following respects as applied to the Company:

(i) Indemnification of any Person who has satisfied the standard of conduct set forth in Section 8.101 of the Code shall be mandatory rather than optional. The determination under Section 8.101 of the Code that indemnification shall be made shall also constitute authorization of indemnification under Section 8.103.

(ii) Advance of expenses to a Person who has satisfied the requirements of Section 8.104 of the Code shall be mandatory rather than optional.

(iii) Payment or reimbursement of expenses to a Person pursuant to Section 8.106 of the Code in connection with his appearance as a witness or other participation in a proceeding shall be mandatory rather than optional.

(b) Subject to Section 8.151 of the Code, the Company may purchase and maintain insurance or other arrangements on behalf of any Person who is or was a Member or Managing Member against any liability asserted against him or incurred by him in such a capacity or arising out of his status as such a Person, whether or not the Company would have the power to indemnify him against that liability under this Section 5.4 or otherwise.

(c) The indemnification set forth in this Section 5.4 shall not cause the Members or Managing Member to incur any personal liability of the Members or Managing Member to any third party.

5. **Tax Matters Partner.** The Managing Member is designated the "tax matters partner" of the Company and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities.

6. **Officers.** The Managing Member may, at any time in his discretion, designate individuals to serve as officers of the Company. Any individual serving as an officer of the Company shall have such title, authority, duties and responsibilities as determined by the Managing Member in his sole discretion. Each and every officer of the Company shall be indemnified by the Company to the extent permitted by law, but under no circumstances shall the indemnity be lesser in scope than that provided for officers of the Company under its organizational documents, or the Managing Member under Section 5.4. Unless otherwise modified by the Managing Member, the following officers shall have the following scope of authority:

-5-

(a) **President.** The President shall be the chief executive officer of the

Company and, subject to the provisions of this Agreement, shall have general supervision of the affairs of the Company and shall have general and active control of all its business. The President shall have general authority to execute bonds, deeds and contracts in the name of the Company; to cause the employment or appointment of such employees and agents of the Company as the proper conduct of operations may require, and to fix their compensation, subject to the provisions of this Agreement; to remove or suspend any employee or agent who shall have been employed or appointed under his authority or under authority of an officer subordinate to him; to suspend for cause, pending final action by the authority which shall have elected or appointed him, any officer subordinate to the President; and, in general, to exercise all the powers and authority usually appertaining to the chief executive officer of a corporation, except as otherwise provided in this Agreement.

(b) Vice President. Each Vice President shall have only such powers and perform only such duties as the Managing Member may from time to time prescribe or as the President may from time to time delegate to such Vice President.

(c) Secretary. The Secretary shall attend all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members and shall perform such other duties as may be prescribed by the President under whose supervision the Secretary shall be.

(d) Treasurer. The Treasurer, if any, shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Managing Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Managing Member, taking proper vouchers for such disbursements, and shall render to the President and the Managing Member, at the regular meetings of the Members, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Company, and shall perform such other duties as the Managing Member may prescribe. If required by the Managing Member, the Treasurer shall give the Company a bond in such form in such sum, and with surety or sureties as shall be satisfactory to the Managing Member for the faithful performance of the duties of such office and for the restoration to the Company, in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to the Company.

## **Article VI**

### **Income, Loss and Distributions**

1. Accounting Records. The Company shall keep books and records, using the method of accounting determined by the Managing Member, in accordance with accepted

accounting principles. The books and records shall be open for inspection and copying by any Member. The fiscal year of the Company shall be as determined by the Managing Member.

2. **Profits and Losses.** Except as provided in Section 8.2, all income, gains, losses and deductions of the Company shall be allocated, for financial accounting and tax purposes, among the Members pro rata in accordance with their Interests.

3. **Distributions to Members.** All distributions of cash or property of the Company to the Members shall be made to the Members pro rata in accordance with their Interests.

4. **Limitations on Allocations.** Notwithstanding the provisions contained in Sections 6.2 and 6.3 of this Agreement, during such times as the Company is taxed as a partnership for federal income tax purposes, should any provision conflict with the provisions contained in Treasury Regulations §1.704-1(b)(2)(iv), the provisions of said Treasury Regulations shall apply so as to cause the Company's provisions relating to allocations and distributions to be in compliance with such Treasury Regulations.

#### **Article VII Transfer of Interests**

1. **General Prohibition.** No Member may sell, assign, transfer, encumber or otherwise dispose of his or her Interest (a "Transfer"), or any part thereof, without the prior written consent of the other Members.

2. **Effect of Article.** Any purported Transfer of full Interest consummated in violation of this Article shall be null and void and of no force or effect. Any transferee acquiring full Interest in the Company shall acquire the same subject to all the terms and provisions of this Agreement.

#### **Article VIII Winding Up and Liquidation**

1. **Winding Up.** The Company shall wind up upon the expiration of its term as set forth in the Certificate, or if sooner upon the happening of one of the following events: (a) any event which, in the opinion of the Managing Member, would make it in the best interest of the Company to be terminated; (b) the withdrawal of the last remaining Member, or (c) the sale or other disposition of all or substantially all of the assets and operations of the Company, and the receipt of all payments with respect to such sale.

2. **Liquidation.** Upon liquidation, the Managing Member shall proceed diligently to wind up the business and affairs of the Company, allocate income and loss among the Members and distribute its properties and assets, if any; provided, however, if the Company liquidates as a result of the occurrence of the withdrawal of the last remaining Member, the Company can reconstitute itself and continue if the legal representative or successor of the

last remaining Member agrees (a) to continue the Company, and (b) either (i) to become a Member effective as of the date of the withdrawal, or (ii) to designate another Person who agrees to become a Member effective as of the date of the withdrawal. Distributions to Members upon the liquidation of the Company shall be made pro rata among the Members in accordance with the Members' Interests. Items of income, gain, loss and deduction in the year of liquidation shall be allocated among the Members in such manner as the Managing Member determines appropriate to cause the Capital Account balances of the Members to equal the respective amounts they are to receive in distributions upon liquidation of the Company. The manner in which the Company is liquidated shall be within the absolute discretion of the Managing Member.

3. **Deficit Capital Account Balances.** Upon liquidation of the Company, no Member with a deficit balance in his or her Capital Account shall have any obligation to restore such deficit balance, or to make any contribution to the capital of the Company, except to the extent such Member is personally liable to make contributions to the capital of the Company pursuant to Article III of this Agreement.

#### **Article IX Miscellaneous**

1. **Amendments.** This Agreement may only be amended or restated by an instrument executed by all Members.

2. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

3. **Successors and Assigns.** The provisions of this Agreement, including any amendments hereto, shall be binding upon and shall inure to the benefit of the Members and their respective beneficiaries, legal representatives, successors and assigns.

4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

5. **NOTICE OF INDEMNIFICATION.** THE MEMBERS ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONTAINS CERTAIN INDEMNIFICATION PROVISIONS PURSUANT TO SECTION 5.4.

*[signature page follows]*

This Agreement was executed this 3rd day of March, 2015, but it is effective for all purposes as of the date the Certificate was filed with the Secretary of State for the State of Colorado.

**THE COMPANY:**

FREEDOM ROAD GARDEN, LTD  
a Colorado limited liability company

BY:   
David A. Snow  
Its: President

**MEMBER:**

  
David A. Snow

38762/1 -418703.1

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**FREEDOM ROAD GARDEN, LTD**

720-350-0076  
d.snow@me.com

2600 Freedom Road  
Trinidad, Co 81082

March 13, 2015

To Whom It may Concern

**Regarding Company Agreement for Freedom Road Garden, LTD**

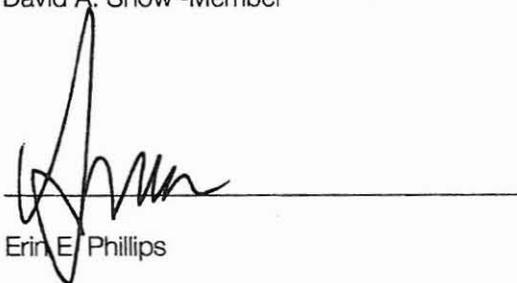
I David A. Snow being the authorized member for Freedom Road Garden, LTD hereby designate that Erin E. Phillips is hereby granted 5% ownership in Freedom Road Garden, LTD in exchange for intellectual property.

Executed this 13th day of March 2015



A handwritten signature in black ink, appearing to read 'D.A. Snow', is written over a horizontal line.

David A. Snow -Member



A handwritten signature in black ink, appearing to read 'Erin E. Phillips', is written over a horizontal line.

Erin E Phillips

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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	
27770016-0000	05	0102	017	L	110115	Mar	24	15	2015

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: 2600 FREEDOM RD TRINIDAD CO 81082-4102

**THIS LICENSE IS NOT  
TRANSFERABLE**



FREEDOM ROAD GARDEN LTD  
ATTN: DAVID SNOW  
19435 BROKEN FENCE WAY  
MONUMENT CO 80132-9304

Executive Director  
Department of Revenue

▲ **Detach Here** ▲

**Letter Id: L1464068544**

### Important Verification Process

If you are new to Colorado sales tax visit: [www.Colorado.gov/revenue/salestaxbasics](http://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](http://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](http://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: L1464068544

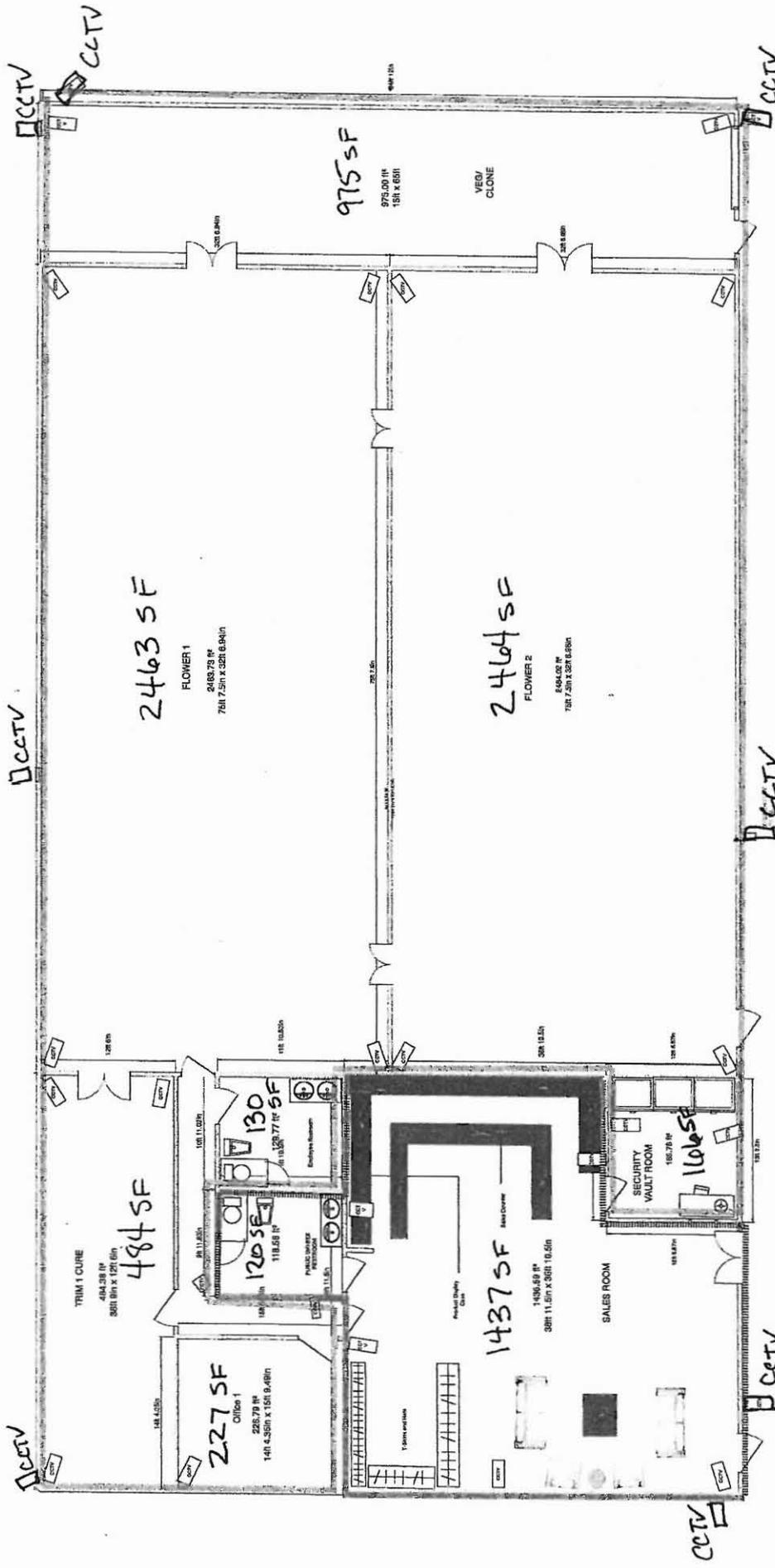
Then click the **Submit** button. You will see a confirmation page on your screen. You should receive a confirmation email from the Colorado Department of Revenue. If you do not, check your Junk email folder. Once you have your Authorization Code return to Revenue Online via the link in your email. Enter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

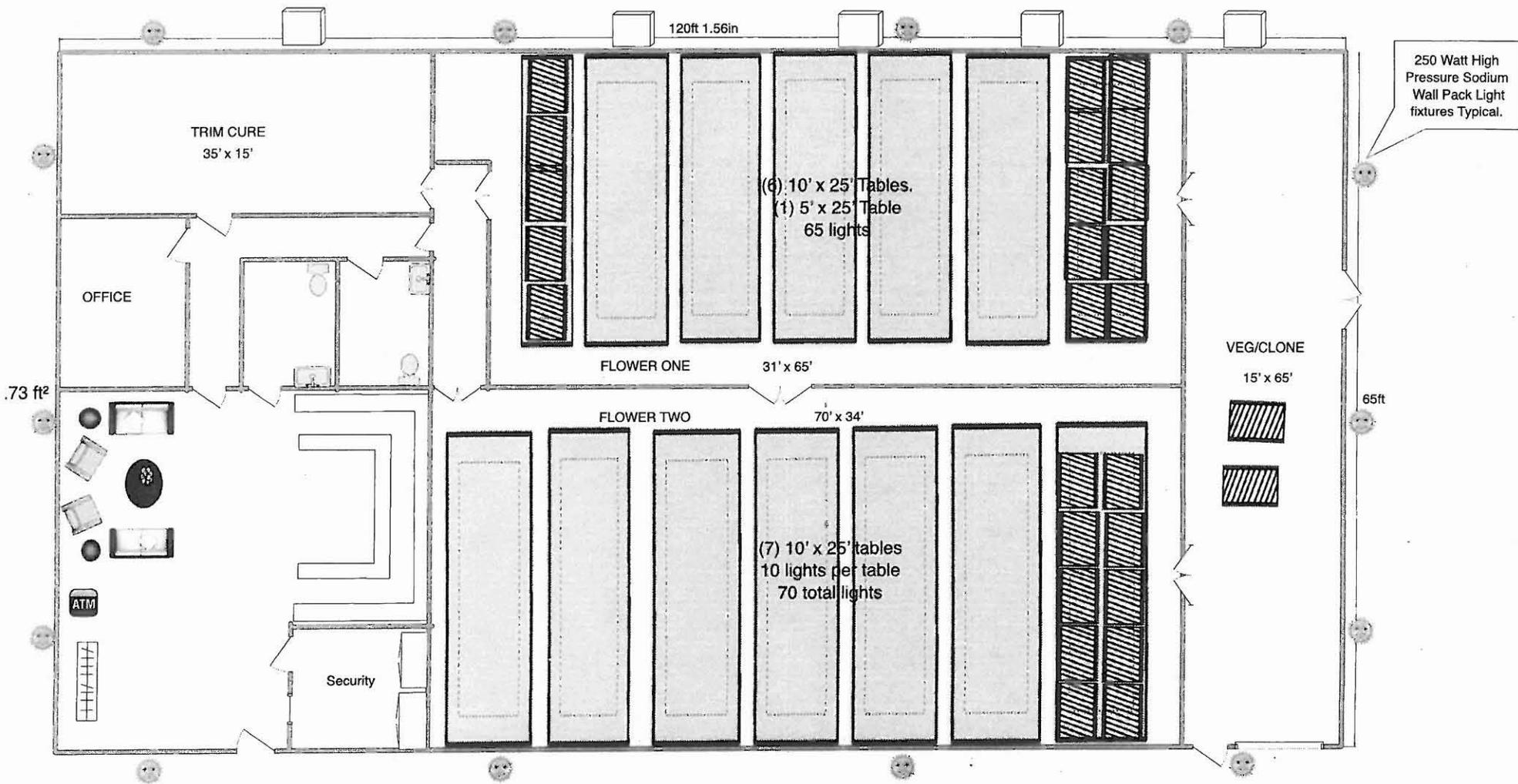
### Filing Returns

To file a return, go to Revenue Online ([www.Colorado.gov/RevenueOnline](http://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](http://www.TaxSeminars.state.co.us)



RESTRICTED ACCESS  
 LIMITED ACCESS  
 CCTVs CAMERA 8 EXTERIOR 23 INTERIOR

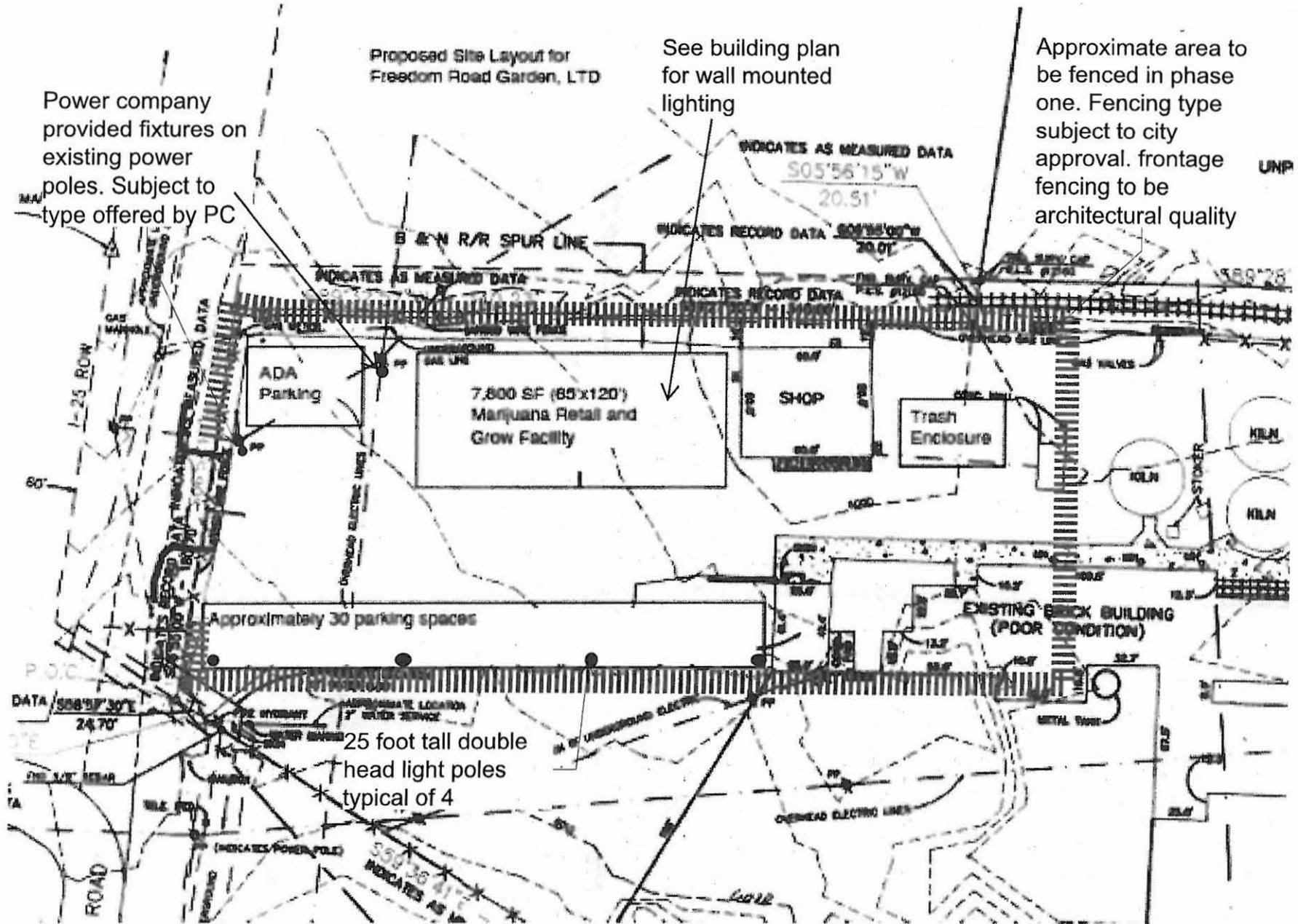


Proposed Site Layout for  
Freedom Road Garden, LTD

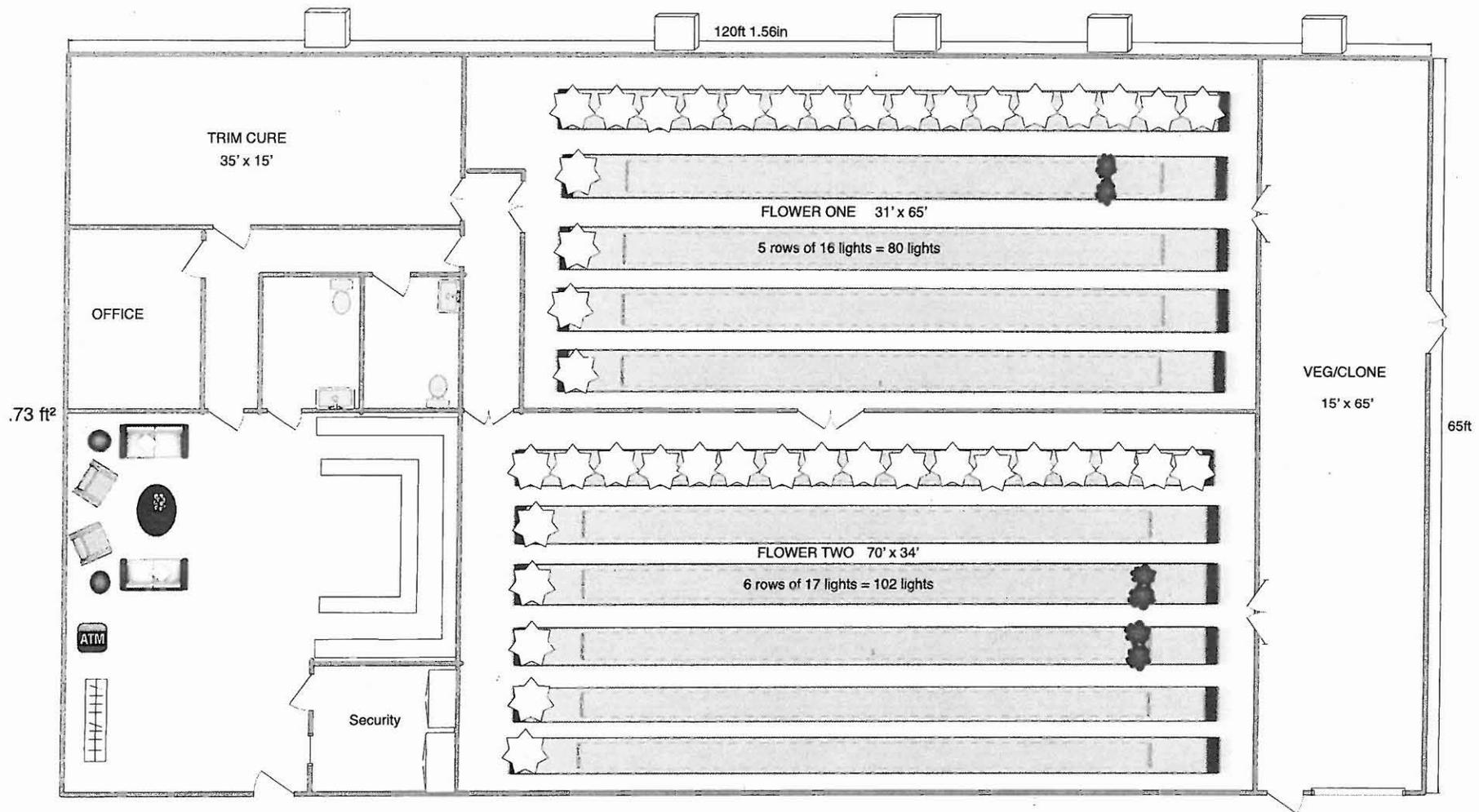
See building plan  
for wall mounted  
lighting

Approximate area to  
be fenced in phase  
one. Fencing type  
subject to city  
approval. frontage  
fencing to be  
architectural quality

Power company  
provided fixtures on  
existing power  
poles. Subject to  
type offered by PC



UNP



182 lights x .625 = 113.75  
pounds per/month

**AGREEMENT FOR SERVICE**

**THIS AGREEMENT FOR SERVICE (this "Agreement") dated this \_\_9\_\_ day of March, 2015**

**BETWEEN**

Freedom Road Garden, LTD., 2600 Freedom Road, Trinidad, CO 81082  
(the "Customer")  
**OF THE FIRST PART**

**- AND -**

Leif Alert LLC of P.O. Box 611, Evergreen, Colorado, 80437  
(the "Service Provider")  
**OF THE SECOND PART**

**BACKGROUND:**

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Services Provided**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of burglar and CCTV installation. These services will include the installation of security alarm devices and cameras; all of which are compliant with the state of Colorado's current regulations for Medical Marijuana Centers and Grow Facilities. After completion of all installation, training, and labor, the installed system shall be fully compliant with state of Colorado's current Medical Marijuana required regulations. All devices carry a two year warranty by the manufacturer. I will provide free service for all equipment for three months after installation is completed regardless of reason. A detailed drawing will be provided and all instructions will be in a security folder as required. Also, I will do my best to get each facility fully compliant. If the DOR or MMED states that additional equipment is required for you to be compliant, it is your responsibility to go above and beyond the initial job proposal to become state compliant. There may be additional costs to totally complete job. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

**Term of Agreement**

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for 3 months from the date of the Agreement, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

**Performance**

3. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

#### **Compensation**

4. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation on the following basis: Half of invoice is required up front; half upon completion of system. Monthly monitoring is being provided 24/7 by UL Listed All American Monitoring of Sarasota, Florida. Monthly fee of \$30 per month is billed quarterly.
5. This compensation will be payable upon completion of the agreed to services.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

#### **Additional Compensation**

7. The Service Provider understands that the Service Provider's compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the Service Provider and for the performance of all the Service Provider's promises and obligations under this Agreement.

#### **Provision of Extras**

8. The Customer agrees to provide, for the use of the Service Provider in providing the Services, the following extras: A secure room is needed for placement of all burglar alarm and surveillance equipment. A Static IP address is also required at each location.

#### **Reimbursement of Expenses**

9. The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement.

#### **Payment Penalties**

10. No late payment penalty will be charged if the Customer does not comply with the rates, amounts or dates of pay provided in this Agreement.

#### **Performance Penalties**

11. No performance penalty will be charged if the Service Provider does not perform the Services within the time frame provided by this Agreement.

#### **Confidentiality**

12. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

#### **Assignment**

13. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

#### **Capacity/Independent Contractor**

14. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

#### **Modification of Agreement**

15. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.





Colorado Marijuana Licensing Authority  
**Retail Business License Application**

<b>License Types &amp; Fees</b> (See Application Checklist for details on license types and fees.)			
<input checked="" type="checkbox"/> Retail Marijuana Store	<input type="checkbox"/> Tier 1 = 3600 or fewer plants <input type="checkbox"/> Tier 2 = 3601 – 6000 plants <input type="checkbox"/> Tier 3 = 6001–10200 plants	<input type="checkbox"/> Retail Marijuana Products Manufacturer	
<input type="checkbox"/> Retail Marijuana Cultivation		<input type="checkbox"/> Conversion	
<input type="checkbox"/> Retail Marijuana Test Facility		<input checked="" type="checkbox"/> Retail/Medical Marijuana Combined Use	<input type="checkbox"/> Affiliated Business
Applicant's Legal Business Name (Please Print) Freedom Road Garden LTD		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) Freedom Road		Website Address	
<b>Physical Address</b>			
Street Address of Marijuana Business 2600 Freedom Road		City Trinidad	State ZIP CO 81082
Business Phone Number 720-350-0076	Business Fax Number	Email Address d.snow@me.com	
<b>Mailing Address (if different from Business Address)</b>			
Address 19435 Broken Fence Way		City Monument	State ZIP CO 80132
Primary Contact Person for Business David Snow		Title Owner	Primary Contact Phone Number 720-350-0076
Primary Contact Address (city, state ZIP) 19435 Broken Fence Way, Monument, CO 80132		Primary Contact Fax Number	
Federal Taxpayer ID 47-3121996	Colorado Sales Tax License # 27770016-0001	Email Address d.snow@me.com	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust <input type="checkbox"/> Other _____
State of Incorporation or Creation of Business Entity Colorado			Date 02/13/2015
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) 02/13/15			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business			
List all Trade Names used by the Business Entity (other than above) Freedom Road			
Attach copies of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such. If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.			

1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes	No	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);			
(a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If you answered yes to 2a, b or c, explain in detail on a separate sheet.			
3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 O'Donnell Investments, LLC	Tenant Freedom Road Garden, LLC	Expires March 10, 2020	
Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)			
5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money; inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.			
<b>Name</b>	<b>Date of Birth</b>	<b>FEIN OR SSN</b>	<b>Interest</b>
NA			
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.			
<b>Local Licensing Authority (To be filled out by Applicant)</b>			
Local Licensing Authority/Department City of Trinidad		Address P.O. Box 880	
Local Licensing Authority contact name Dona Valencich		Contact Phone 719-846-9843	Contact Email dona.valencich@trinidad.co.gov
6. Has the Applicant filed for a retail marijuana cultivation?			Yes No
			<input checked="" type="checkbox"/> <input type="checkbox"/>
What City or County? (Fill out a separate and complete application) Trinidad			
7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5,000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?			<input checked="" type="checkbox"/> <input type="checkbox"/>
Printed Legal Business Name Freedom Road Garden LTD		Printed Trade Name (DBA) Freedom Road	

### 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 David Allen Snow		Title Owner		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address 19435 Broken Fence Way		City Monument		State CO		ZIP 80132		Phone Number 720-350-0076	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant 95%		
Name Erin Elizabeth Phillips		Title		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address 8468 Lewis Court		City Arvada		State CO		ZIP 80005		Phone Number 303-961-2204	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant 5%		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		

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

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

Printed Legal Business Name Freedom Road Garden LTD	Printed Trade Name (DBA) Freedom Road
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
<b>Financial History</b>	
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 David Snow	Title Owner
Address 19435 Broken Fence Way, Monument, CO 80132	Phone Number 720-350-0076
Person who prepares Applicant's tax returns, government forms & reports David Snow	Title Owner
Address 19435 Broken Fence Way, Monument, CO 80132	Phone Number 720-350-0076
Location of financial books and records for Applicant's business 2600 Freedom Road Trinidad, CO 81082	

## Affirmation & Consent

I, David Allen Snow, 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:**

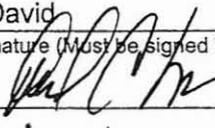
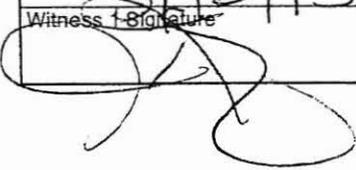
Applicant's Business Name <b>Freedom Road Garden LTD</b>		Trade Name (DBA) <b>Freedom Road</b>	
Legal Agent Last Name (Please Print) <b>Snow</b>	Legal Agent First Name <b>David</b>	Legal Agent Middle Name <b>Allen</b>	
Signature 			Date <b>3/13/2015</b>

## Investigation Authorization Authorization to Release Information

I, David Allen Snow, 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 <b>Freedom Garden Road LTD</b>		Trade Name (DBA) <b>Freedom Road</b>
Legal Agent Last Name (Please Print) <b>Snow</b>	Legal Agent First Name <b>David</b>	Legal Agent Middle Name <b>Allen</b>
Legal Agent Title <b>Owner</b>	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) <b>3/13/15</b>	City <b>Lakewood</b>	State <b>CO</b>
Witness Signature 		

## Applicant's Request to Release Information

TO: Marijuana Enforcement Division	FROM: (Applicant's Printed Name) David Allen Snow
------------------------------------	--

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.

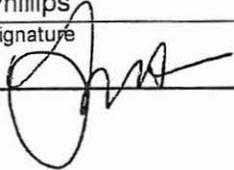
**Print Full Legal Name of Authorized Agent clearly below:**

Legal Agent Last Name (Please Print) Snow	Legal Agent First Name David	Legal Agent Middle Name Allen
Legal Agent Title Owner	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 3/13/15	City Lakewood	State CO
Witness 1 Signature 		
Signature of Marijuana Enforcement Division agent presenting this request 		Date

## Affirmation & Consent

I, Erin Elizabeth Phillips, 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:**

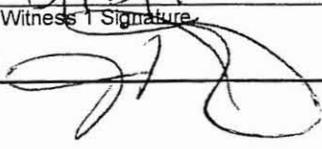
Applicant's Business Name Freedom Road Garden LTD		Trade Name (DBA) Freedom Road	
Legal Agent Last Name (Please Print) Phillips	Legal Agent First Name Erin	Legal Agent Middle Name Elizabeth	
Signature 		Date 3/13/15	

## Investigation Authorization Authorization to Release Information

I, Erin Elizabeth Phillips, 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:**

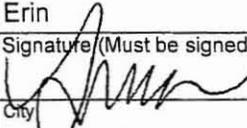
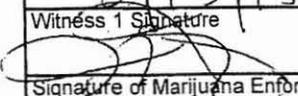
Applicant's Business Name Freedom Road Garden LTD		Trade Name (DBA) Freedom Road	
Legal Agent Last Name (Please Print) Phillips	Legal Agent First Name Erin	Legal Agent Middle Name Elizabeth	
Legal Agent Title owner	Signature (Must be signed in front of one witness) 		
Date (MM/DD/YY) 3/13/15	City Lakewood	State CO	
Witness 1 Signature 			

## Applicant's Request to Release Information

TO: Marijuana Enforcement Division	FROM: (Applicant's Printed Name) Erin Elizabeth Phillips
---------------------------------------	---

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) Phillips	Legal Agent First Name Erin	Legal Agent Middle Name Elizabeth
Legal Agent Title owner	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 3/13/15	City Lakewood	State CO
Witness 1 Signature 		
Signature of Marijuana Enforcement Division agent presenting this request		Date

Freedom Road Garden, LTD  
2600 Freedom Road  
Trinidad, CO 81082

March 11, 2015

Marijuana Enforcement Division  
455 Sherman Street #390  
Denver, CO 80204

Re: Notes, security instruments and written/oral agreements.

To Whom It May Concern:

With regards to the question referenced above, the answer is No. There are no other parties in which a note, security instrument or any written or oral agreement has occurred.

Only the company will receive money or profits from this business.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Snow', with a long horizontal flourish extending to the right.

David Snow  
Owner

Freedom Road Garden, LTD  
2600 Freedom Road  
Trinidad, CO 81082

March 9, 2015

Marijuana Enforcement Division  
455 Sherman Street #390  
Denver, CO 80204

Re: List of financial institutions accounts

To Whom It May Concern:

Our company does not have any bank accounts or other financial accounts.  
If you need any further information, please let me know.

Sincerely,



David Snow  
Owner

Freedom Road Garden, LTD  
2600 Freedom Road  
Trinidad, CO 81082

March 11, 2015

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

Re: Application page 6, item #9 and #10 operating accounts, investment accounts,  
outstanding loans and financial obligations.

To Whom It May Concern:

With regards to the question referenced above, our company has no operating accounts,  
investment accounts, outstanding loans or financial obligations.

If you need any further information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Snow', with a long horizontal line extending to the right.

David Snow  
Owner

Freedom Road Garden, LTD  
2600 Freedom Road  
Trinidad, CO 81082

March 11, 2015

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

To Whom It May Concern:  
Re: Explanation funding sources

To Whom It May Concern:

Our company will be using funds obtained from revenues gained by my other business, Snow and Associates. If necessary, I will be drawing additional funds from my 401K Plan.

If you need any further information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Snow', with a long horizontal line extending to the right.

David Snow  
Owner

Freedom Road Garden, LTD  
2600 Freedom Road  
Trinidad, CO 81082

March 9, 2015

Marijuana Enforcement Division  
455 Sherman Street #390  
Denver, CO 80204

Re: Application page 6, FINANCIAL HISTORY item #7 (Has the applicant prepared financial statements in the last 2 years?)

To Whom It May Concern:

With regards to the question referenced above, the answer is No.

This company was just formed in March, 2015 and therefore does not have any financial history to report.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Snow', with a long horizontal line extending to the right.

David Snow  
Owner

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	
27770016-0000	05	0102	017	L	110115	Mar	24	15	2015

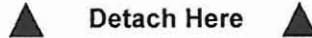
THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: 2600 FREEDOM RD TRINIDAD CO 81082-4102

**THIS LICENSE IS NOT  
TRANSFERABLE**



FREEDOM ROAD GARDEN LTD  
ATTN: DAVID SNOW  
19435 BROKEN FENCE WAY  
MONUMENT CO 80132-9304

Executive Director  
Department of Revenue



**Detach Here**

**Letter Id: L1464068544**

### Important Verification Process

If you are new to Colorado sales tax visit: [www.Colorado.gov/revenue/salestaxbasics](http://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](http://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](http://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: L1464068544

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](http://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](http://www.TaxSeminars.state.co.us)

David-Ke

## Colorado Marijuana Enforcement Division

### Associated Key Application Instructions

### **APPLICATION CHECKLIST**

**1 License Types**

Associated Key: Any stockholder holding an interest in a marijuana licensee, or any officer or director, who also acts as a Key executive, employee or agent while physically working in a licensed establishment, Optional Premises or Infused Products Manufacturer location.

**2 Application Completed & Signed**

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. Sign and date the application.

**Notice:** You are required by state law to provide your social security number. If you do not have a social security number, you must complete a sworn statement stating you do not have a social security number.

**3 Bring in Application**

You must call to make an appointment and bring in application and all attachments to:

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

**4 Application Fees**

See fee table on website: [www.colorado.gov/revenue/med](http://www.colorado.gov/revenue/med)

Marijuana License Number (Leave Blank)

### Associated Key License Application Form

Applicant's Last Name (Please Print) Snow		First Name (Please Print) David		Full Middle Name Allen	
Maiden/Married Names Used (Full Name) (Attach separate sheet if necessary) N/A			Nicknames, Ailases, Etc. Used (Full Name) (Attach separate sheet if necessary) N/A		
Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F	Race White	Date of Birth [REDACTED]	Social Security Number [REDACTED]	Other Social Security Numbers Used <input type="checkbox"/> Yes (If yes attach details) <input checked="" type="checkbox"/> No	
Place of Birth: City Reno		State NV	Country United States		Drivers License Number and State+ [REDACTED] CO
Physical Appearance →	Height 6'9"	Weight 325	Hair Color Brown	Eye Color Brown	Scars/Tattoos <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes explain on a separate sheet</i>
U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CO Resident <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Residency 11/28/99	*If "No", include details here: (Attach separate sheet if necessary)		Alien Registration Number N/A
<b>Physical Address</b>					
Address 19435 Broken Fence Way		City Monument	County El Paso	State CO	ZIP 80132
Length of time at this Address: Year(s) Month(s) 8		Home Phone Number (720) 350-0076	Cell Phone Number (720) 350-0076	Email Address d.snow@me.com	
<b>Mailing Address (if different from Physical Address)</b>					
Address Same		City	State	ZIP	
List all addresses where you have lived during the last 10 years, not including present address, (attach separate sheet if necessary)					
Street and Number		City/State/ZIP		From	To
2630 Timberchase Trail		Highlands Ranch, CO 80216		02/00	07/14
Name of licensed Marijuana business associated with Freedom Garden Road LTD		Work Phone Number (720) 350-0076		Job Title Owner	
Name of present employer, if different from above Snow & Associates		Work Phone Number (720) 350-0076		Occupation or Job Title Owner	
Do you currently possess a Colorado Marijuana license or are you an associated person in any other type of Colorado Marijuana license?					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*If "Yes", indicate license type and number here:					
Have you ever applied before for a Marijuana license in this or any other jurisdiction, domestic or foreign, whether or not the license was ever issued? (Not including a medical marijuana patient card)					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*If "Yes", explain here:					
Have you ever been denied a Marijuana license, withdrawn a Marijuana license application or had any disciplinary action taken against any Marijuana license that you have held, either individually or as part of an ownership group, in this or any other jurisdiction?					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*If "Yes", explain here:					
Applicant's Signature 				Date 3/13/2015	

Applicant's Last Name (Please Print) Snow	First Name (Please Print) David	Full Middle Name Allen
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**NOTICE:** The Associated Key License Application Form is an official document. If you provide false information on your Marijuana license application and/or do not disclose all information the application asks, your license is subject to denial or revocation, and you may be subject to criminal prosecution. The Marijuana Enforcement Division will conduct a complete background investigation and will check all sources of information.

If you need clarification of any of the following questions, please contact the Investigations Section at any Marijuana Enforcement Division office.

1. Have you ever been convicted of a felony at anytime regarding the possession, distribution, or use of a controlled substance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Have you served a sentence, including probation or parole, within the past 5 years upon conviction for any felony, even if the conviction occurred more than 5 years ago?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Have you failed to remedy an outstanding delinquency for taxes owed, an outstanding delinquency for judgements owed to a government agency, or an outstanding delinquency for child support?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Are you a licensed Physician making patient recommendations?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Have you had your authority to act as a primary caregiver revoked by the State Health Agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Are you under 21 years of age at the time of this application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Are you the spouse or child living in the household of any person employed by the Colorado Marijuana Enforcement Division?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Are you an officer, reserve police officer, agent, or employee of any law enforcement agency of the State of Colorado?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



If you answered YES to any of the above questions, by Colorado law you cannot obtain or hold a Colorado Marijuana license.

I have thoroughly read and understand the questions above, and understand that I cannot hold a Colorado Marijuana license if at any time in the future I can ever answer "Yes" to any of the questions above.

Applicant's Signature

*[Handwritten Signature]*

Date

3/13/2015

Applicant's Last Name (Please Print) Snow	First Name (Please Print) David	Full Middle Name Allen
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**Education**

High School Name Douglas County High School	Location Gardenerville, Nevada
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Major N/A	Dates Attended From 1971 To 1975	Graduate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned None
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College/No-Tech Name (Submit diploma copy) University of Idaho	Location Moscow, Idaho
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Major N/A	Dates Attended From 1975 To 1976	Graduate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Degree Earned None
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Other College/School Name (Submit diploma copy) Northern Nevada Community College	Location Carson City, Nevada
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Major N/A	Dates Attended From 09/77 To 12/77	Graduate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Degree Earned None
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Other College/School Name (Submit diploma copy) University of Nevada, Reno	Location Reno, Nevada
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Major N/A	Dates Attended From 01/78 To 06/78	Graduate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Degree Earned None
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**Criminal History**

1. Have you, after turning 18 years of age, ever been arrested, served a criminal summons, charged with, or convicted of ANY crime regarding the possession, distribution, or use of a controlled substance?  Yes  No

2. In the last 10 years have you ever been arrested, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner in this or any other country?  Yes  No

- You must include ALL arrests, charges, and convictions in the last 10 years but not prior to the age of 18 regardless of the outcome, even if the charges were dismissed or you were found not guilty.
- You must include ALL arrests, charges, and convictions regardless of the class of crime (felonies, misdemeanors, and/or petty offenses).
- You must include ALL serious traffic offenses, including DUI; DWAI; reckless driving; leaving the scene of an accident (hit and run); driving under denial, suspension or revocation; or any other offense which resulted in your being taken into custody.
- **NOTICE:** Do not rely upon your understanding that an arrest or charge is "not supposed to be on your record." A criminal record was not cleared, erased, sealed or expunged unless you were given, and have in your possession, a written order from a judge directing that action. If yes, give details below. List all cases without exception, including bankruptcies:

\*If you answered YES, explain in detail on a separate sheet and attach it to your application. For each offense for which you were arrested or charged, YOU MUST OBTAIN OFFICIAL DOCUMENTATION FROM THE COURT WHERE YOU APPEARED, SHOWING THE FINAL DISPOSITION (OUTCOME) OF YOUR CASE. This information will include whether you were found guilty or not guilty; and the penalty (money fine, time in jail or prison, or probation or deferred sentence). If you received a deferred judgment, a deferred sentence, or probation, your documentation must include the date that you were discharged or released from probation or other supervision.

3. Have you ever received a pardon or its equivalent for any criminal offense in this or any other country?  Yes  No

4. Have you, as an individual, as a member of a partnership or other form of domestic or foreign business entity, or as owner, director, or officer of a corporation, ever been a party to a lawsuit (other than divorces), either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country?  Yes  No

\*If you answered YES to any of the preceding questions, explain in detail on a separate sheet and attach it to your application.

Applicant's Initials

Applicant's Last Name (Please Print) Snow	First Name David	Full Middle Name Allen
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DR 8520 (09/10/14)  
**COLORADO DEPARTMENT OF REVENUE**  
 Marijuana Enforcement Division

## Arrest Disclosure Form

If, since turning age 18, you have ever been arrested, served a criminal summons, charged with, or convicted of ANY crime regarding the possession, distribution or use of a controlled substance, you must disclose this information to the Marijuana Enforcement Division. If you have been arrested in the past 10 years, given a summons, or been convicted of any offense, you must disclose this information to the Marijuana Enforcement Division.

Any person licensed by the Marijuana Enforcement Division, must make written notification to the Division's office of any criminal conviction and/or criminal charge pending against such person within 10 days of such arrest, summons, or conviction. This includes:

- Being taken into custody for any offense, including traffic offenses
- Being issued a summons or citation for any offense except for minor traffic offenses
- Failing to comply with your sentencing requirements
- Failing to appear for a court proceeding and having a bench warrant issued
- Having your driver's license suspended or revoked
- Being alleged to have driven under the influence or impairment of intoxicating liquor or drugs

Failure to disclose an arrest or citation may result in disciplinary action, up to and including the denial of your license application.

### Please List Each Offense Separately

<b>1</b>	Date of Offense approximately 1978	Place of Offense Reno, Nevada
Arresting Agency Reno Police Department		
Original Charge Traffic Violation		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense). Approximately 6 to 8 months after receiving a traffic ticket for running a red light due to faulty brakes, I was arrested for failing to pay it. The events were as follows; upon being pulled over, the officer discovered that I had not paid the previous red light violation. I spent 24 hours in jail and was released upon paying the appropriate fines.		
<b>2</b>	Date of Offense N/A	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
Signature 		Date 3/13/2015

Applicant's Last Name (Please Print) Snow	First Name David	Full Middle Name Allen
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DR 8520 (09/08/14)  
 COLORADO DEPARTMENT OF REVENUE  
 MEDICAL MARIJUANA ENFORCEMENT DIVISION

## Arrest Disclosure Form

(Continued)

**Please List Each Offense Separately**

<b>3</b>	Date of Offense N/A	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
<b>4</b>	Date of Offense N/A	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
Signature		
	Date	3/13/2015

Applicant's Last Name (Please Print) Snow	First Name David	Full Middle Name Allen
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**Employment and Business Association History**

Beginning with your current employment, list all jobs you have held in the past 10 years, but not prior to age 18. Also, list all businesses with which you have been associated, including all corporations, partnerships or any other business ventures with which you have been associated, including as an officer, director, stockholder, partner, limited partner, member, or in any other related capacity.

Employer/Business Name Snow & Associates	Dates (from-to) 2004 - present	Title Owner	Description of Duties	Reason for Leaving N/A
Address (include ZIP code) 19435 Broken Fence Way, Monument, CO 80132			Supervisor's Name Self	
Employer/Business Name Crosslands Construction	Dates (from-to) 2003	Title Vice President	Description of Duties	Reason for Leaving resigned to start own business
Address (include ZIP code) 4601 DTC Blvd., Denver, CO 80237			Supervisor's Name Jeff Durban	
Employer/Business Name Red Robin Gourmet Burgers	Dates (from-to) 1992 - 2002	Title VP of Design & Construction	Description of Duties	Reason for Leaving New opportunity
Address (include ZIP code) 5575 DTC Parkway, Suite 110, Englewood, CO 80111			Supervisor's Name Mike Snider	
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
Address (include ZIP code)			Supervisor's Name	
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
Address (include ZIP code)			Supervisor's Name	
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
Address (include ZIP code)			Supervisor's Name	

**Character References**

List three character references who have known you five or more years. Do not include relatives, present employer, or employees.

<b>1</b>	Last Name Smith	First Name Jeff	Middle Name	Residence Phone (972) 679-6127
Years Known 26	Address 17616 Squaw Valley Dr.	City Dallas	State TX	ZIP 75252
Employer Twin Peaks Restaurants	Address 5151 Beltline Road, Ste. 1200			Business Phone (972) 905-7139
City Dallas		State TX	ZIP 75254	
<b>2</b>	Last Name Carville	First Name Richard	Middle Name	Residence Phone (303) 8681814
Years Known 6	Address 609 Huntington Drive	City Highlands Ranch	State CO	ZIP 80126
Employer Truevine Marketing and Communications	Address 609 Huntington Drive			Business Phone (303) 868-1814
City Highlands Ranch		State CO	ZIP 80126	
<b>3</b>	Last Name Horton	First Name Jesse	Middle Name	Residence Phone (719) 491-9144
Years Known 8	Address 3640 Tapestry Terrace	City Colorado Springs	State CO	ZIP 80918
Employer Christofferson Commercial Builders, Inc.	Address 3235 Fillmore Ridge Heights			Business Phone (719) 548-0999
City Colorado Springs		State CO	ZIP 80907	

Applicant's Initials

Applicant's Last Name (Please Print) Snow	First Name David	Full Middle Name Allen
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**Financial History**

1. Are you delinquent in the filing of any tax return with any taxing agency anywhere?  Yes  No
2. Are you delinquent in the payment of any taxes, interest, or penalties due to any taxing agency anywhere?  Yes  No
3. Are you delinquent in the payment of any judgments due to any governmental agency anywhere?  Yes  No
4. Are you delinquent in the repayment of any government-insured student loans?  Yes  No
5. Are you delinquent in the payment of any child support?  Yes  No
6. Check any of the following privileged or professional licenses you have held individually or as part of an ownership group in this state or any other domestic or foreign jurisdiction:  Yes  No

<input type="checkbox"/> Liquor	<input type="checkbox"/> Real Estate Broker/Sales	<input type="checkbox"/> Accountant
<input type="checkbox"/> Lawyer	<input type="checkbox"/> Physician	<input checked="" type="checkbox"/> Insurance
<input type="checkbox"/> Racing	<input type="checkbox"/> Lottery	<input type="checkbox"/> Securities Dealer
<input type="checkbox"/> Other: _____		
7. Have you ever been denied a privileged or professional license, withdrawn a privileged or professional license application or had any disciplinary action taken against any such license that you have held, either individually or as part of an ownership group?  Yes  No
8. Have you, as an individual, principal of any form of business entity, or as an owner, officer or director of a corporation, ever filed a bankruptcy petition, had such a petition filed against you or the business entity or the corporation; or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for you or the business entity or corporation?  Yes  No
9. Do you now own, have ever owned, or otherwise derive a benefit from assets held outside the United States, whether held in your own name or another name, on your behalf or for another person or entity, or through other individuals or business entities, or in trust, or in any other fashion or status?  Yes  No
10. Are you currently a party, or ever been a party, in any capacity, to any trust instrument?  Yes  No
11. 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 you or a business entity of which you were a principal or against a corporation for which you were an owner, officer or director.  Yes  No

\*If you answered YES to any of the questions above or checked any boxes above, give details on separate sheet, including license number and dates license held for licenses marked on question 6. Include any items currently under formal dispute or legal appeal. Attach any documents to prove your settlement on any of these issues.

Applicant's Initials

Applicant's Last Name (Please Print) Snow	First Name David	Full Middle Name Allen
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**Personal Financial**

1. Annual Income \$140,000 - \$150,000

Salary (Source): Snow & Associates, LLC Construction Consulting	\$ 140,000 - 150,000
Salary (Source):	\$
Interest (Source):	\$
Interest (Source):	\$
Dividends (Source):	\$
Dividends (Source):	\$
Other (Source):	\$
Other (Source):	\$
Total	\$

Please submit all executed agreements or documents that grant you any right to any percent of ownership or percent of income from the Colorado Marijuana business with which you are associated.

2. Amount to be invested in business:	\$40,000 - \$60,000
3. Percentage of ownership this amount represents:	95 %

4. Investment will be derived from the following sources:

Ongoing income stream from Snow & Associates consulting business. Liquidation of individual retirement account.

5. Has your interest in this Marijuana establishment been assigned, pledged or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged or sold, either in part or whole?  Yes  No

If YES, explain:

Applicant's Initials 



## Affidavit - Restrictions on Public Benefits

I, David Allen Snow, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

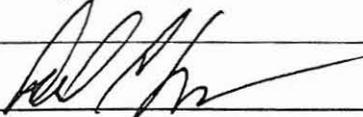
Date

3/13/2015

## Affirmation & Consent

I, David Allen Snow, state under Penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Associated Key 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 of a temporary Marijuana application or the revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114. 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 your Full Legal Name clearly below:**

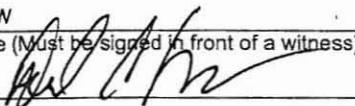
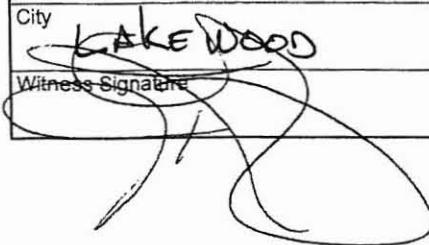
Legal Last Name (Please Print)	Legal First Name	Legal Middle Name
Snow	David	Allen
Signature	Date	
	3/13/2015	

## Investigation Authorization Authorization to Release Information

I, David Allen Snow, 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 your Full Legal Name clearly below:**

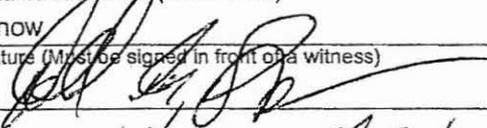
Legal Last Name (Please Print) Snow	Legal First Name David	Legal Middle Name Allen
Signature (Must be signed in front of a witness) 		
Dated this <u>13</u> (day) day of <u>March</u> (month), 20 <u>15</u> (year), at <u>11:10 AM</u> (time)		
City <u>LAKEWOOD</u>		State <u>COLORADO</u>
Witness Signature 		

## Applicant's Request to Release Information

TO: Marijuana Enforcement Division

FROM: (Applicant's Printed Name) David Allen Snow

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.

Applicant's Last Name (Please Print) <u>Snow</u>	First Name <u>David</u>	Middle Name <u>Allen</u>
Signature (Must be signed in front of a witness) 		
Dated this <u>14</u> day of <u>March</u> , 20 <u>15</u> , at <u>12:50 pm</u> <small>(day) (month) (year) (time)</small>		
City <u>Palmer Lake</u>		State <u>CO</u>
Witness Signature <u>[Signature]</u>		
Spouse's Last Name (Please Print) <u>Snow</u>	Spouse's First Name <u>Julie</u>	Middle Name <u>D.</u>
Spouse's Signature (Must be signed in front of a witness) <u>[Signature]</u>		
Dated this <u>14</u> day of <u>March</u> , 20 <u>15</u> , at <u>12:51 pm</u> <small>(day) (month) (year) (time)</small>		
City <u>Palmer Lake</u>		State <u>CO</u>
Witness Signature <u>[Signature]</u>		
Signature of Marijuana Enforcement Division agent presenting this request		Date



**COLORADO**  
Department of Revenue  
Enforcement Division - Marijuana

John W. Hickenlooper  
Governor

Barbara J. Brohl  
Executive Director

Dear Applicant:

Thank you for your interest in becoming an Associated Key with a licensed business in the Marijuana industry. Before you submit your application, we want to make you aware of a few facts.

The Marijuana industry in Colorado is one of the most scrutinized businesses in the state, because Colorado citizens want the industry and everyone involved in it free from even the hint of any corruption or deceit. That's why we take our regulation of the industry very seriously, including the issuance of licenses.

During the licensing process, we will conduct a thorough check of your background. If you pass our qualifications, you will be found suitable as an associated key that will allow you to work in the Marijuana Industry. You should know that a Marijuana license is a privilege, not a right. And one thing you must do to obtain this privilege is be completely honest on your license application.

In particular, we ask you on page 4 of the application: "In the past 10 years, but not prior to age 18 have you been arrested, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner in this or any other country?" The application goes on to tell you to explain ALL such arrests or charges no matter the final outcome.

Did you list ALL arrests and charges in the past 10 years? Are you clear about what you need to disclose? If not, then ask someone at the front desk to assist you and answer any questions you might have. Here are some of the excuses we have heard from people who have failed to disclose arrests to us:

- My attorney told me I didn't have to disclose.
- I didn't think I was arrested, because I only got a ticket.
- I didn't think the arrest had anything to do with Medical Marijuana.
- I didn't think that was still on my record.

But there is no excuse not to disclose an arrest. You have been informed throughout the application to disclose ALL arrests. And you have just been informed again: You will not necessarily be denied a license if you have ever been arrested, but you will be denied if you fail to disclose any arrest.

I have read and understand this letter.

Signed

Date

3/13/2015



**COLORADO**  
Bureau of Investigation  
Department of Public Safety

Identification  
690 Kipling Street, Suite 3000  
Lakewood, CO 80215  
303-239-4208

Page 1 of 1

PROFESSIONAL INVESTIGATORS, INC.  
7718 GRANDVIEW  
ARVADA, CO 80002

Date: 03/09/15 03:59:30(MT)

RE: SNOW, DAVID ALLEN      DOB: 060957

**No Colorado Record of arrest has been located based on information provided.**

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.

***The results attached are based on a name search which may or may not be the subject of this inquiry. This search does not include a fingerprint comparison, which is the only means of positive identification.*** Since an arrest record may be established after this inquiry, an arrest record is only valid at the time of the current request. To ensure the most current available information in regards to subsequent arrest after an initial inquiry, it is recommended another query 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



## Confidential Investigative Report

To: Strainwise, Inc.  
Attn: Hillary Hetzner

From: Professional Investigators, Inc.

RE: David A Snow

Date: March 13, 2015

---

### Background Investigation:

David Allen Snow

[REDACTED]

DOB: [REDACTED]

#### 1. Colorado Criminal History:

None

#### 2. Colorado Court History:

2-18-09

Traffic – Speeding 15-19 over limit

Case # 8768315

Denver, CO

#### 3. Nevada Criminal History:

Inquiry made – must have signed request by Mr. Snow

Professional Investigators, Inc.

REPORT DATE: March 9, 2015  
PERMISSIBLE PURPOSE: Locate Criminal or Civil Witnesses & Victims  
FILE REF:  
SEARCH REQUEST: 530566934

# SSN SEARCH RESULTS

Mega People Search 2.0 8 results - showing first 5:

NAME	ADDRESS	FIRST REPORT	LAST REPORT	PHONE
DAVID ALLEN SNOW	[REDACTED] 1943S BROKEN FENCE WAY MONUMENT, CO 80132 MAP   SAT   COUNTY: EL PASO FREE PUBLIC RECORD LOOKUPS	[REDACTED]	[REDACTED]	(720) 350-0076 CELL PHONE (720) 344-8285 LANDLINE (214) 686-6296 CELL PHONE
<b>ADDITIONAL DATA:</b>				
DAVID A SNOW DAVID SNOW A DAVID DAVID ALLEN SNOW DAVID J SNOW	[REDACTED] NONE REPORTED [REDACTED] NONE REPORTED	[REDACTED]	[REDACTED]	[REDACTED]
davidsnow@estreet.com	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ANTHONY EUGENE SNOW (07/1958) DEREK DENNIS SNOW (02/1993) JULIE D SNOW (02/1958) JULIE D SNOW (02/1958) TRAVIS ALLEN SNOW (04/1991)	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Newest address reported (\$1)				

DAVID ALLEN SNOW	[REDACTED] 2630 TIMBERCHASE TRL HIGHLANDS RANCH, CO 80126 MAP   SAT   COUNTY: DOUGLAS FREE PUBLIC RECORD LOOKUPS	[REDACTED]	[REDACTED]	(720) 350-0076 CELL PHONE (720) 344-8285 LANDLINE (214) 686-6296 CELL PHONE
<b>ADDITIONAL DATA:</b>				
DAVID A SNOW DAVID SNOW A DAVID DAVID ALLEN SNOW DAVID J SNOW	[REDACTED] NONE REPORTED [REDACTED] NONE REPORTED	[REDACTED]	[REDACTED]	[REDACTED]
davidsnow@estreet.com	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ANTHONY EUGENE SNOW DEREK DENNIS SNOW JULIE D SNOW JULIE D SNOW TRAVIS ALLEN SNOW	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Click thumbnail for street view (\$1)				

AGE: ●

MAP | SAT | COUNTY:  
DOUGLAS  
FREE PUBLIC RECORD  
LOOKUPS

CELL  
PHONE  
(720) 344-8285  
LANDLINE  
(214) 686-6296  
CELL  
PHONE

ADDITIONAL DATA:

- DAVID A SNOW
- DAVID SNOW
- A DAVID
- DAVID ALLEN SNOW
- DAVID J SNOW

 NONE REPORTED

 NONE REPORTED

 [davidsnow@estreet.com](mailto:davidsnow@estreet.com) 

- ANTHONY EUGENE SNOW
- DEREK DENNIS SNOW
- JULIE D SNOW
- JULIE D SNOW
- TRAVIS ALLEN SNOW

 NONE REPORTED



Click thumbnail for street view (51)

DAVID ALLEN SNOW

DOB: [REDACTED] 1652 W CANAL CIR UNIT [REDACTED]  
AGE: [REDACTED] 511

LITTLETON, CO 80120  
MAP | SAT | COUNTY:  
ARAPAHOE  
FREE PUBLIC RECORD  
LOOKUPS

(720) 350-0076  
CELL  
PHONE  
(720) 344-8285  
LANDLINE  
(214) 686-6296  
CELL  
PHONE

ADDITIONAL DATA:

- DAVID A SNOW
- DAVID SNOW
- A DAVID
- DAVID ALLEN SNOW
- DAVID J SNOW

 NONE REPORTED

 NONE REPORTED

 [davidsnow@estreet.com](mailto:davidsnow@estreet.com) 

- ANTHONY EUGENE SNOW
- DEREK DENNIS SNOW
- JULIE D SNOW
- JULIE D SNOW
- TRAVIS ALLEN SNOW

 NONE REPORTED



Click thumbnail for street view (51)

DAVID ALLEN SNOW

SSN: [REDACTED] 621 RUBY CV [REDACTED]  
DOB: [REDACTED] LITTLE ELM, TX 75068  
AGE: ● MAP | SAT | COUNTY:  
DENTON

FREE PUBLIC RECORD  
LOOKUPS

(720) 350-0076  
CELL  
PHONE  
(720) 344-8285  
LANDLINE  
(214) 686-6296  
CELL  
PHONE

ADDITIONAL DATA:

- DAVID A SNOW
- DAVID SNOW
- A DAVID
- DAVID ALLEN SNOW
- DAVID J SNOW

 NONE REPORTED

 NONE REPORTED

 [davidsnow@estreet.com](mailto:davidsnow@estreet.com) 

- ANTHONY EUGENE SNOW
- DEREK DENNIS SNOW

 NONE REPORTED

JULIE D SNOW [REDACTED]  
TRAVIS ALLEN SNOW [REDACTED]



Click thumbnail for street view (\$1)

DAVID ALLEN SNOW

SSN: [REDACTED] 6820 LYNDON B JOHNSON [REDACTED]  
DOB: [REDACTED] FWY  
AGE: [REDACTED] DALLAS, TX 75240  
MAP | SAT | COUNTY: DALLAS  
FREE PUBLIC RECORD  
LOOKUPS

(720)  
350-0076  
CELL  
PHONE  
(720)  
344-8285  
LANDLINE  
(214)  
686-6296  
CELL  
PHONE

ADDITIONAL DATA:

DAVID A SNOW  
DAVID SNOW  
A DAVID  
DAVID ALLEN SNOW  
DAVID J SNOW

[REDACTED]  
NONE REPORTED  
[REDACTED]  
NONE REPORTED

davidsnow@estreet.com [REDACTED]

ANTHONY EUGENE SNOW [REDACTED]  
DEREK DENNIS SNOW [REDACTED]  
JULIE D SNOW [REDACTED]  
JULIE D SNOW [REDACTED]  
TRAVIS ALLEN SNOW [REDACTED]



Click thumbnail for street view (\$1)

DAVID ALLEN SNOW

[REDACTED] 1609 SONNET DR [REDACTED]  
DALLAS, TX 75229  
MAP | SAT | COUNTY: DALLAS  
FREE PUBLIC RECORD  
LOOKUPS

(720)  
350-0076  
CELL  
PHONE  
(720)  
344-8285  
LANDLINE  
(214)  
686-6296  
CELL  
PHONE

ADDITIONAL DATA:

DAVID A SNOW  
DAVID SNOW  
A DAVID  
DAVID ALLEN SNOW  
DAVID J SNOW

[REDACTED]  
NONE REPORTED  
[REDACTED]  
NONE REPORTED

davidsnow@estreet.com [REDACTED]

ANTHONY EUGENE SNOW [REDACTED]  
DEREK DENNIS SNOW [REDACTED]  
JULIE D SNOW [REDACTED]  
JULIE D SNOW [REDACTED]  
TRAVIS ALLEN SNOW [REDACTED]



Click thumbnail for street view (\$1)

DAVID ALLEN SNOW

SSN: [REDACTED] 3100 OWEN LN [REDACTED]  
DOB: [REDACTED] MESQUITE, TX 75150  
AGE: [REDACTED] MAP | SAT | COUNTY: DALLAS  
FREE PUBLIC RECORD  
LOOKUPS

(720)  
350-0076  
CELL  
PHONE  
(720)  
344-8285  
LANDLINE  
(214)  
686-6296  
CELL  
PHONE

ADDITIONAL DATA:

DAVID A SNOW  
DAVID SNOW  
A DAVID  
DAVID ALLEN SNOW

[REDACTED]  
NONE REPORTED  
[REDACTED]

03/15/2015 22:59 3034239848

SECURE

PAGE 06/13

davidsnow@estreet.com



ANTHONY EUGENE SNOW [REDACTED] NONE REPORTED

DEREK DENNIS SNOW [REDACTED]

JULIE D SNOW [REDACTED]

JULIE D SNOW [REDACTED]

TRAVIS ALLEN SNOW [REDACTED]



Click thumbnail for street view (\$1)

**DATA WARNING:** Information contained herein is derived from records that may have errors and/or not always be accurate or complete. Data is sometimes entered poorly, processed incorrectly and may not be free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. All searches are subject to legal restrictions, terms of use, and applicable law. Individuals on this website are innocent until proven guilty by a court of law. This information is not to be used for any purpose described in the Fair Credit Reporting Act (FCRA).

**State of Issuance:** Nevada

**Approx. Date of Issuance:** 1971

**Issuance Status:** According to Social Security Administration data, this SSN has been issued.

**SSA Death Masterfile:** No record as of 03-25-2014, the date when SSDI data became restricted. To check most recent available death data, please use Mega People 2.0. Please note a GLB permissible purpose is required.

oCourts : SPEEDING 15-19 OVER LIMIT:TIA

https://cocourts.com/cocourts/secure/authenticated/SearchData...

### SPEEDING 15-19 OVER LIMIT:TIA

Case Number: B768315 Date Filed: 02/18/2009

<b>Summary</b>	Case Number	B768315
	Status	CLOSED
	Case Type	INFRACTION
	Case Type	TIViol
	Code	
	Division	
	Domestic Violence	NO
	Violation Date	2/18/2009
	Date Filed	2/18/2009
	Courtroom	
	Pay Amount	155.00
	Reduced Pay Amount	130.00
	Location	8100 BLK I/B PENA BLVD WEST
	Arrest Booking	
	General Offense	
<b>Case Status</b>	<b>CLOSED</b>	
<b>Judge or Magistrate</b>		
<b>Agency</b>		
<b>Related Cases</b>		
<b>Participants</b>	<b>Party Number</b>	1
	Party Type	DEFENDANT
	Last Name	SNOW
	First Name	DAVID
	Middle Initial	A
	Suffix Name	
	Date Of Birth	[REDACTED]

oCourts : SPEEDING 15-19 OVER LIMIT:TIA

<https://cocourts.com/cocourts/secure/authenticated/SearchData...>

Party Status  
 Race WHITE  
 Hair BROWN  
 Weight 330  
 Height 6'09"  
 Eyes BROWN  
 Attorney Name  
 Disposition

**Charges**

Colorado Revised Statute 54-156  
 Description SPEEDING 15-19 OVER LIMIT:TIA  
 Points 4  
 Disposition DISMISSED/AMENDED  
 Disposition Code Y  
 Colorado Revised Statute 54-68(a)  
 Description OPERATING UNSAFE VEHICLE:TIA  
 Points 2  
 Disposition GUILTY/AMENDED  
 Disposition Code X

**Scheduled Events**

**Proceedings**

Action Date 04/01/2009  
 Action ARRAIGNMENT  
 Action Code ARRG  
 Division  
 Judicial Officer MAGISTRATE  
 Court Room 104BN  
 Judge Name  
 Status VACATE  
 Status Code COURT DATE  
 Status Code VACATE

ToCourts : SPEEDING 15-19 OVER LIMIT:TIA

Action Date 04/01/2009  
 Action DMV GUILTY  
 Action Code DMVCG  
 Division  
 Judicial Officer  
 Court Room AILM  
 Judge Name  
 Status DMV  
 ACCEPTED  
 RECORD  
 Status Code DMVACC  
 Action Date 04/01/2009  
 Action DEF IS PAYING  
 IN FULL TODAY  
 Action Code PREPAY  
 Division  
 Judicial Officer  
 Court Room AILM  
 Judge Name  
 Status PAID IN FULL  
 Status Code PDINFL  
 Action Date 02/20/2009  
 Action CASE ENTERED  
 Action Code ENTRED  
 Division  
 Judicial Officer  
 Court Room 9A  
 Judge Name  
 Status  
 Status Code

**Judgments**

**Bond**

**Information**

**Financial  
Summary**

<b>Fine And Costs Code</b>	<b>FINETR</b>
	MOVING
Description	VIOLATION
	FINE
Imposed Amount	\$125.00
Paid Amount	\$125.00
Due	\$0.00

Courts : SPEEDING 15-19 OVER LIMIT:TIA

<https://cocourts.com/cocourts/secure/authenticated/SearchData...>

Fine And Costs Code	BURETR
Description	BUREAU
Imposed Amount	COSTS (TR)
Paid Amount	\$10.00
Due	\$10.00
Fine And Costs Code	\$0.00
Description	VAS
Imposed Amount	VAS/V.A.L.E.
Paid Amount	(SURCHARGE)
Due	\$20.00
	\$20.00
	\$0.00

# Colorado Marijuana Enforcement Division

## Associated Key Application Instructions

### ***APPLICATION CHECKLIST***

**1 License Types**

Associated Key: Any stockholder holding an interest in a marijuana licensee, or any officer or director, who also acts as a Key executive, employee or agent while physically working in a licensed establishment, Optional Premises or Infused Products Manufacturer location.

**2 Application Completed & Signed**

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. Sign and date the application.

**Notice:** You are required by state law to provide your social security number. If you do not have a social security number, you must complete a sworn statement stating you do not have a social security number.

**3 Bring in Application**

You must call to make an appointment and bring in application and all attachments to:

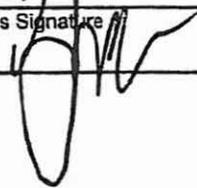
Marijuana Enforcement Division  
455 Sherman Street, Suite 390  
Denver, CO 80203

**4 Application Fees**

See fee table on website: [www.colorado.gov/revenue/med](http://www.colorado.gov/revenue/med)

Marijuana License Number (Leave Blank)

### Associated Key License Application Form

Applicant's Last Name (Please Print) <b>PHILLIPS</b>		First Name (Please Print) <b>ERIN</b>		Full Middle Name <b>ELIZABETH</b>	
Maiden/Married Names Used (Full Name) (Attach separate sheet if necessary) <b>ERIN ELIZABETH ROMNEY, ERIN ELIZABETH LOGAN</b>			Nicknames, Aliases, Etc. Used (Full Name) (Attach separate sheet if necessary)		
Sex <input type="checkbox"/> M <input checked="" type="checkbox"/> F	Race <b>WHITE</b>	Date of Birth [REDACTED]	Social Security Number [REDACTED]	Other Social Security Numbers Used <input type="checkbox"/> Yes (If yes attach details) <input checked="" type="checkbox"/> No	
Place of Birth: City <b>AURORA</b>		State <b>CO</b>	Country <b>USA</b>		Drivers License Number and State+ CO # [REDACTED]
Physical Appearance ⇨	Height <b>5'4"</b>	Weight <b>180</b>	Hair Color <b>BROWN</b>	Eye Color <b>BROWN</b>	Scars/Tattoos <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes explain on a separate sheet</i>
U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CO Resident <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Residency [REDACTED]	*If "No", include details here: (Attach separate sheet if necessary)		Alien Registration Number <b>N/A</b>
<b>Physical Address</b>					
Address <b>8468 LEWIS COURT</b>		City <b>ARVADA</b>	County <b>JEFFERSON</b>	State <b>CO</b>	ZIP <b>80005</b>
Length of time at this Address: Year(s) <b>8</b> Month(s)		Home Phone Number <b>(303) 961-2204</b>	Cell Phone Number <b>(303) 961-2204</b>	Email Address <b>ELOGAN3750@GMAIL.COM</b>	
<b>Mailing Address (if different from Physical Address)</b>					
Address		City	State	ZIP	
List all addresses where you have lived during the last 10 years, not including present address, (attach separate sheet if necessary)					
Street and Number		City/State/ZIP		From	To
13975 W 72ND PLACE		ARVADA, CO 80005		05/2006	05/2007
25212 E INDORE DRIVE		AURORA, CO 80016		02/2004	05/2006
17201 E OBERLIN PLACE		AURORA, CO 80013		06/2000	02/2004
Name of licensed Marijuana business associated with <b>FREEDOM ROAD GARDEN, LTD</b>			Work Phone Number <b>(303) 961-2204</b>	Job Title <b>OWNER</b>	
Name of present employer, if different from above <b>STRAINWISE, INC</b>			Work Phone Number <b>(303) 736-2442</b>	Occupation or Job Title <b>PRESIDENT</b>	
Do you currently possess a Colorado Marijuana license or are you an associated person in any other type of Colorado Marijuana license? *If "Yes", indicate license type and number here: <b>OCCUPATIONAL KEY #:M02203</b>					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever applied before for a Marijuana license in this or any other jurisdiction, domestic or foreign, whether or not the license was ever issued? (Not including a medical marijuana patient card) *If "Yes", explain here:					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been denied a Marijuana license, withdrawn a Marijuana license application or had any disciplinary action taken against any Marijuana license that you have held, either individually or as part of an ownership group, in this or any other jurisdiction? *If "Yes", explain here:					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Applicant's Signature 				Date <b>03/13/2015</b>	

Applicant's Last Name (Please Print) PHILLIPS	First Name (Please Print) ERIN	Full Middle Name ELIZABETH
--	-----------------------------------	-------------------------------

**NOTICE:** The Associated Key License Application Form is an official document. If you provide false information on your Marijuana license application and/or do not disclose all information the application asks, your license is subject to denial or revocation, and you may be subject to criminal prosecution. The Marijuana Enforcement Division will conduct a complete background investigation and will check all sources of information.

If you need clarification of any of the following questions, please contact the Investigations Section at any Marijuana Enforcement Division office.

1. Have you ever been convicted of a felony at anytime regarding the possession, distribution, or use of a controlled substance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Have you served a sentence, including probation or parole, within the past 5 years upon conviction for any felony, even if the conviction occurred more than 5 years ago?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Have you failed to remedy an outstanding delinquency for taxes owed, an outstanding delinquency for judgements owed to a government agency, or an outstanding delinquency for child support?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Are you a licensed Physician making patient recommendations?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Have you had your authority to act as a primary caregiver revoked by the State Health Agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Are you under 21 years of age at the time of this application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Are you the spouse or child living in the household of any person employed by the Colorado Marijuana Enforcement Division?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Are you an officer, reserve police officer, agent, or employee of any law enforcement agency of the State of Colorado?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



If you answered YES to any of the above questions, by Colorado law you cannot obtain or hold a Colorado Marijuana license.

I have thoroughly read and understand the questions above, and understand that I cannot hold a Colorado Marijuana license if at any time in the future I can ever answer "Yes" to any of the questions above.	
Applicant's Signature 	Date 03/13/2015

Applicant's Last Name (Please Print) PHILLIPS	First Name (Please Print) ERIN	Full Middle Name ELIZABETH
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**Education**

High School Name OVERLAND HIGH SCHOOL	Location 12400 EAST JEWELL AVENUE AURORA, CO 80012
--	---

Major GENERAL STUDIES	Dates Attended From 1990 To 1994	Graduate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned GENERAL
--------------------------	-------------------------------------	---	--------------------------

College/Vo-Tech Name (Submit diploma copy) BRIGHAM YOUNG UIVERSITY	Location PROVO, UTAH
---	-------------------------

Major PRE-MED	Dates Attended From 1994 To 1997	Graduate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Degree Earned N/A
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Other College/School Name (Submit diploma copy)	Location
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Major	Dates Attended From To	Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned
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Other College/School Name (Submit diploma copy)	Location
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Major	Dates Attended From To	Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned
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**Criminal History**

1. Have you, after turning 18 years of age, ever been arrested, served a criminal summons, charged with, or convicted of ANY crime regarding the possession, distribution, or use of a controlled substance?  Yes  No

2. In the last 10 years have you ever been arrested, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner in this or any other country?  Yes  No

- You must include ALL arrests, charges, and convictions in the last 10 years but not prior to the age of 18 regardless of the outcome, even if the charges were dismissed or you were found not guilty.
- You must include ALL arrests, charges, and convictions regardless of the class of crime (felonies, misdemeanors, and/or petty offenses).
- You must include ALL serious traffic offenses, including DUI; DWAI; reckless driving; leaving the scene of an accident (hit and run); driving under denial, suspension or revocation; or any other offense which resulted in your being taken into custody.
- NOTICE:** Do not rely upon your understanding that an arrest or charge is "not supposed to be on your record." A criminal record was not cleared, erased, sealed or expunged unless you were given, and have in your possession, a written order from a judge directing that action. If yes, give details below. List all cases without exception, including bankruptcies:

\*If you answered YES, explain in detail on a separate sheet and attach it to your application. For each offense for which you were arrested or charged, YOU MUST OBTAIN OFFICIAL DOCUMENTATION FROM THE COURT WHERE YOU APPEARED, SHOWING THE FINAL DISPOSITION (OUTCOME) OF YOUR CASE. This information will include whether you were found guilty or not guilty; and the penalty (money fine, time in jail or prison, or probation or deferred sentence). If you received a deferred judgment, a deferred sentence, or probation, your documentation must include the date that you were discharged or released from probation or other supervision.

3. Have you ever received a pardon or its equivalent for any criminal offense in this or any other country?  Yes  No

4. Have you, as an individual, as a member of a partnership or other form of domestic or foreign business entity, or as owner, director, or officer of a corporation, ever been a party to a lawsuit (other than divorces), either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country?  Yes  No

\*If you answered YES to any of the preceding questions, explain in detail on a separate sheet and attach it to your application.

Applicant's Initials EEP

Applicant's Last Name (Please Print) <b>PHILLIPS</b>	First Name <b>ERIN</b>	Full Middle Name <b>ELIZABETH</b>
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DR 8520 (09/10/14)  
**COLORADO DEPARTMENT OF REVENUE**  
 Marijuana Enforcement Division

## Arrest Disclosure Form

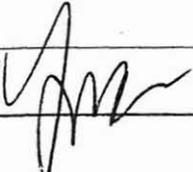
If, since turning age 18, you have ever been arrested, served a criminal summons, charged with, or convicted of ANY crime regarding the possession, distribution or use of a controlled substance, you must disclose this information to the Marijuana Enforcement Division. If you have been arrested in the past 10 years, given a summons, or been convicted of any offense, you must disclose this information to the Marijuana Enforcement Division.

Any person licensed by the Marijuana Enforcement Division, must make written notification to the Division's office of any criminal conviction and/or criminal charge pending against such person within 10 days of such arrest, summons, or conviction. This includes:

- Being taken into custody for any offense, including traffic offenses
- Being issued a summons or citation for any offense except for minor traffic offenses
- Failing to comply with your sentencing requirements
- Failing to appear for a court proceeding and having a bench warrant issued
- Having your driver's license suspended or revoked
- Being alleged to have driven under the influence or impairment of intoxicating liquor or drugs

Failure to disclose an arrest or citation may result in disciplinary action, up to and including the denial of your license application.

### Please List Each Offense Separately

<b>1</b>	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
<b>2</b>	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
Signature 		Date 03/13/2015

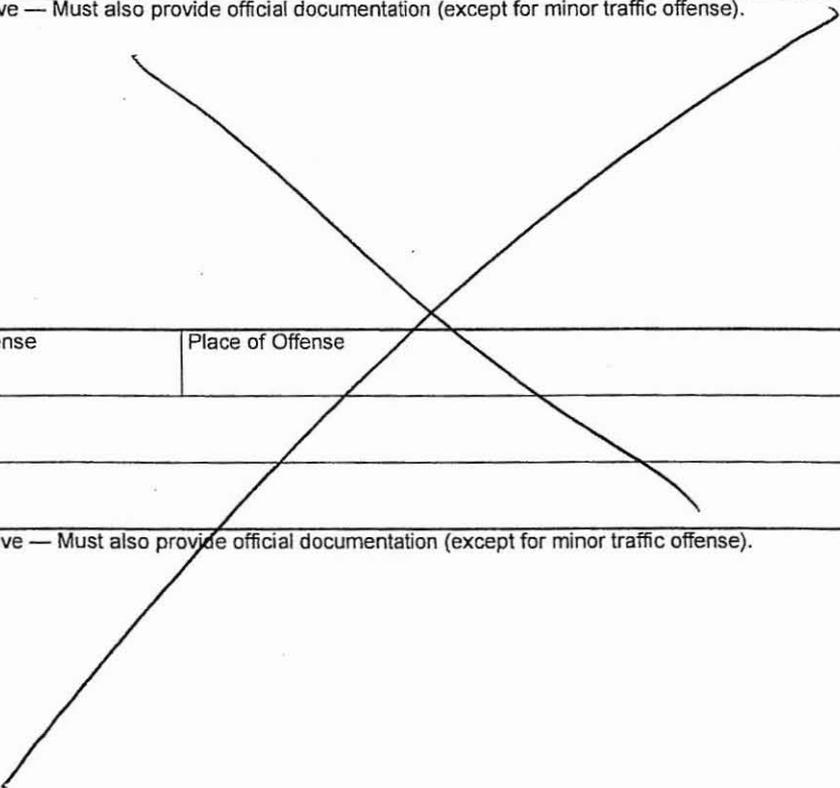
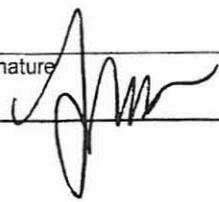
Applicant's Last Name (Please Print) <b>PHILLIPS</b>	First Name <b>ERIN</b>	Full Middle Name <b>ELIZABETH</b>
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DR 8520 (09/08/14)  
**COLORADO DEPARTMENT OF REVENUE**  
 MEDICAL MARIJUANA ENFORCEMENT DIVISION

## Arrest Disclosure Form

(Continued)

**Please List Each Offense Separately**

<b>3</b>	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
		
<b>4</b>	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
Signature 		Date <b>03/13/2015</b>

Applicant's Last Name (Please Print) PHILLIPS	First Name ERIN	Full Middle Name ELIZABETH
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### Employment and Business Association History

Beginning with your current employment, list all jobs you have held in the past 10 years, but not prior to age 18. Also, list all businesses with which you have been associated, including all corporations, partnerships or any other business ventures with which you have been associated, including as an officer, director, stockholder, partner, limited partner, member, or in any other related capacity.

Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
STRAINWISE, INC.	02/2012-CURRE	PRESIDENT		N/A
	Address (include ZIP code) 1350 INDEPENDENCE #300 LAKEWOOD, CO			Supervisor's Name N/A
5110 RACE, LLC	05/2009-CURRE	OPS. MGR	RETAIL MGMT	N/A
	Address (include ZIP code) 5110 RACE STREET DENVE, CO 80216			Supervisor's Name SHAWN PHILLIPS
FIRST CHARTER FINANCIAL	2007-2010	L.O.	MTG. BROKER	CLOSED COMPANY
	Address (include ZIP code) 5125 S. KIPLING ST LITTLETON, CO 80120			Supervisor's Name WENDELL TUCKER
OASIS BROKER SERVICES	2002-2008	OWNER	MTG. PROCESS	CLOSED COMPANY
	Address (include ZIP code) 5400 WARD RD ARVADA. CO 80002			Supervisor's Name N/A
LEGACY FUNDING CORP	2001-2008	PROCESS	MTG. PROCESS	CLOSED COMPANY
	Address (include ZIP code) 5400 WARD RD ARVADA, CO 80002			Supervisor's Name SHAWN PHILLIPS
	Address (include ZIP code)			Supervisor's Name

### Character References

List three character references who have known you five or more years. Do not include relatives, present employer, or employees.

<b>1</b>	Last Name ASHURST	First Name GARY	Middle Name	Residence Phone (303) 90-6711
Years Known 10	Address 8793 SELLY ROAD		City PARKER	State CO
	ZIP 80134		Employer DOOR TO DOOR ORGANICS	Business Phone (877) 711-3636
	Address 1215 ROCK CREEK CIRÇLE		City LOUISVILLE	State CO
	ZIP 80026			
<b>2</b>	Last Name OSTRANDER	First Name DONALD	Middle Name	Residence Phone (303) 841-5704
Years Known 9	Address 5551 PONDEROSA DRIVE		City PARKER	State CO
	ZIP 80134		Employer HAMRE, RODRIGUEZ, OSTRANDER & DINGESS P.C.	Business Phone (303) 779-0200
	Address 3600 YOSEMITE STREET		City DENVER	State CO
	ZIP 80237			
<b>3</b>	Last Name CARSON	First Name PATRICK	Middle Name	Residence Phone (720) 870-1120
Years Known 25	Address 5375 S JERICHO		City AURORA	State CO
	ZIP 80015		Employer UNEMPLOYED	Business Phone ( )
	Address		City	State
	ZIP			

Applicant's Last Name (Please Print) PHILLIPS	First Name ERIN	Full Middle Name ELIZABETH
<b>Financial History</b>		
1. Are you delinquent in the filing of any tax return with any taxing agency anywhere?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Are you delinquent in the payment of any taxes, interest, or penalties due to any taxing agency anywhere?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Are you delinquent in the payment of any judgments due to any governmental agency anywhere?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Are you delinquent in the repayment of any government-insured student loans?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Are you delinquent in the payment of any child support?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Check any of the following privileged or professional licenses you have held individually or as part of an ownership group in this state or any other domestic or foreign jurisdiction:  <input type="checkbox"/> Liquor <input type="checkbox"/> Real Estate Broker/Sales <input type="checkbox"/> Accountant <input type="checkbox"/> Lawyer <input type="checkbox"/> Physician <input type="checkbox"/> Insurance <input type="checkbox"/> Racing <input type="checkbox"/> Lottery <input type="checkbox"/> Securities Dealer <input checked="" type="checkbox"/> Other: <u>Colorado Mortgage Broker</u>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Have you ever been denied a privileged or professional license, withdrawn a privileged or professional license application or had any disciplinary action taken against any such license that you have held, either individually or as part of an ownership group?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Have you, as an individual, principal of any form of business entity, or as an owner, officer or director of a corporation, ever filed a bankruptcy petition, had such a petition filed against you or the business entity or the corporation; or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for you or the business entity or corporation?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9. Do you now own, have ever owned, or otherwise derive a benefit from assets held outside the United States, whether held in your own name or another name, on your behalf or for another person or entity, or through other individuals or business entities, or in trust, or in any other fashion or status?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Are you currently a party, or ever been a party, in any capacity, to any trust instrument?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. 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 you or a business entity of which you were a principal or against a corporation for which you were an owner, officer or director.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*If you answered YES to any of the questions above or checked any boxes above, give details on separate sheet, including license number and dates license held for licenses marked on question 6. Include any items currently under formal dispute or legal appeal. Attach any documents to prove your settlement on any of these issues.		

Applicant's Initials EEP 

Applicant's Last Name (Please Print) PHILLIPS	First Name ERIN	Full Middle Name ELIZABETH
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**Personal Financial**

1. Annual Income

Salary (Source): STRAINWISE, INC.	\$	180,000.00
Salary (Source):	\$	
Interest (Source):	\$	
Interest (Source):	\$	
Dividends (Source):	\$	
Dividends (Source):	\$	
Other (Source):	\$	
Other (Source):	\$	
Total		\$ 180,000.00

Please submit all executed agreements or documents that grant you any right to any percent of ownership or percent of income from the Colorado Marijuana business with which you are associated.

2. Amount to be invested in business: INTELLECTUAL EQUITY	\$	0.00
3. Percentage of ownership this amount represents:		5.0 %
4. Investment will be derived from the following sources: KNOWLEGDE OF THE INDUSTRY, RETAIL SALES, AND GENERAL BUSINESS WILL BE USED AS INTELLECTUAL EQUITY FOR BUY IN TO THE COMPANY.		
5. Has your interest in this Marijuana establishment been assigned, pledged or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged or sold, either in part or whole?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If YES, explain: N/A		

Applicant's Initials EEA



## Affidavit - Restrictions on Public Benefits

I, ERIN ELIZABETH PHILLIPS, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

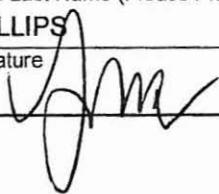
Date

03/13/2015

## Affirmation & Consent

I, ERIN ELIABETH PHILLIPS, state under Penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Associated Key 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 of a temporary Marijuana application or the revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114. 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 your Full Legal Name clearly below:**

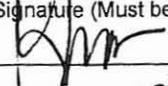
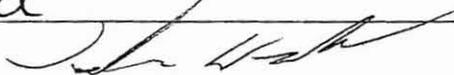
Legal Last Name (Please Print)	Legal First Name	Legal Middle Name
PHILLIPS	ERIN	ELIZABETH
Signature	Date	
	3/13/15	

## Investigation Authorization Authorization to Release Information

I, ERIN ELIZABETH PHILLIPS, 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 your Full Legal Name clearly below:**

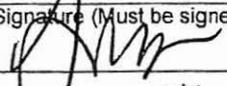
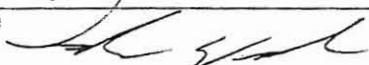
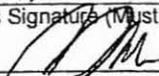
Legal Last Name (Please Print) <b>PHILLIPS</b>	Legal First Name <b>ERIN</b>	Legal Middle Name <b>ELIZABETH</b>
Signature (Must be signed in front of a witness) 		
Dated this <u>13<sup>th</sup></u> (day) day of <u>March</u> (month), 20 <u>15</u> (year), at <u>4:50 pm</u> (time)		
City <u>Lakewood</u>		State <u>CO</u>
Witness Signature 		

## Applicant's Request to Release Information

TO: MARIJUANA ENFORCEMENT DIVISION, DEPARTMENT OF REVENUE STATE OF COLORADO

FROM: (Applicant's Printed Name) ERIN ELIZABETH PHILLIPS

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.

Applicant's Last Name (Please Print) <b>PHILLIPS</b>	First Name <b>ERIN</b>	Middle Name <b>ELIZABETH</b>
Signature (Must be signed in front of a witness) 		
Dated this <u>13<sup>th</sup></u> (day) day of <u>MARCH</u> (month), 20 <u>15</u> (year), at <u>4:50pm</u> (time)		
City <u>Lakewood</u>		State <u>CO</u>
Witness Signature 		
Spouse's Last Name (Please Print) <b>PHILLIPS</b>	Spouse's First Name <b>SHAWN</b>	Middle Name <b>D</b>
Spouse's Signature (Must be signed in front of a witness) 		
Dated this <u>13<sup>th</sup></u> (day) day of <u>MARCH</u> (month), 20 <u>15</u> (year), at <u>4:50 pm</u> (time)		
City <u>Lakewood</u>		State <u>CO</u>
Witness Signature 		
Signature of Marijuana Enforcement Division agent presenting this request		Date



**COLORADO**  
Department of Revenue  
Enforcement Division - Marijuana

John W. Hickenlooper  
Governor

Barbara J. Brohl  
Executive Director

Dear Applicant:

Thank you for your interest in becoming an Associated Key with a licensed business in the Marijuana industry. Before you submit your application, we want to make you aware of a few facts.

The Marijuana industry in Colorado is one of the most scrutinized businesses in the state, because Colorado citizens want the industry and everyone involved in it free from even the hint of any corruption or deceit. That's why we take our regulation of the industry very seriously, including the issuance of licenses.

During the licensing process, we will conduct a thorough check of your background. If you pass our qualifications, you will be found suitable as an associated key that will allow you to work in the Marijuana Industry. You should know that a Marijuana license is a privilege, not a right. And one thing you must do to obtain this privilege is be completely honest on your license application.

In particular, we ask you on page 4 of the application: "In the past 10 years, but not prior to age 18 have you been arrested, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner in this or any other country?" The application goes on to tell you to explain ALL such arrests or charges no matter the final outcome.

Did you list ALL arrests and charges in the past 10 years? Are you clear about what you need to disclose? If not, then ask someone at the front desk to assist you and answer any questions you might have. Here are some of the excuses we have heard from people who have failed to disclose arrests to us:

- My attorney told me I didn't have to disclose.
- I didn't think I was arrested, because I only got a ticket.
- I didn't think the arrest had anything to do with Medical Marijuana.
- I didn't think that was still on my record.

But there is no excuse not to disclose an arrest. You have been informed throughout the application to disclose ALL arrests. And you have just been informed again: You will not necessarily be denied a license if you have ever been arrested, but you will be denied if you fail to disclose any arrest.

I have read and understand this letter.

Signed

Date 03/13/2015

Federal Corridor, Inc.  
9462 Federal Blvd.  
Federal Heights, CO 80260

March, 13, 2015

Marijuana Enforcement Division  
455 Sherman Street #390  
Denver, CO 80204

Re: Application page 7, FINANCIAL HISTORY item #8 (Has the applicant ever filed bankruptcy?)

To Whom It May Concern:

With regards to the question referenced above, the answer is Yes.

I have filed a Chapter 7 (personal) bankruptcy.

I have a child with special needs who, when younger, required a lot of extraordinary medical expenses.

My ex-husband carries the insurance and when we divorced, he did not pay any of those expenses.

I filed bankruptcy to clean those up along with all of our old joint accounts.

I have attached a copy of my bankruptcy paperwork for your review.

Sincerely,



Erin Phillips  
Owner

Federal Corridor, Inc.  
9462 Federal Blvd.  
Federal Heights, CO 80260

March, 13, 2015

Marijuana Enforcement Division  
455 Sherman Street #390  
Denver, CO 80204

Re: Application page 7, FINANCIAL HISTORY item #8 (Has the applicant ever filed bankruptcy?)

To Whom It May Concern:

With regards to the question referenced above, the answer is Yes.

I have filed a Chapter 7 (personal) bankruptcy.

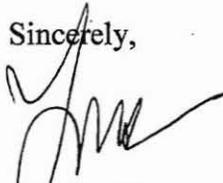
I have a child with special needs who, when younger, required a lot of extraordinary medical expenses.

My ex-husband carries the insurance and when we divorced, he did not pay any of those expenses.

I filed bankruptcy to clean those up along with all of our old joint accounts.

I have attached a copy of my bankruptcy paperwork for your review.

Sincerely,



Erin Phillips  
Owner



## 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 checked="" type="checkbox"/> Retail Marijuana Cultivation  <input type="checkbox"/> Retail Marijuana Test Facility	<input checked="" type="checkbox"/> Tier 1 = 3600 or fewer plants <input type="checkbox"/> Tier 2 = 3601 – 6000 plants <input type="checkbox"/> Tier 3 = 6001–10200 plants	<input type="checkbox"/> Retail Marijuana Products Manufacturer <input type="checkbox"/> Conversion <input checked="" type="checkbox"/> Retail/Medical Marijuana Combined Use <input type="checkbox"/> Affiliated Business	
Applicant's Legal Business Name (Please Print) <b>Freedom Road Garden LTD</b>		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) <b>Freedom Road</b>		Website Address	
Physical Address			
Street Address of Marijuana Business <b>2600 Freedom Road</b>		City <b>Trinidad</b>	State <b>CO</b>
ZIP <b>81082</b>		Email Address <b>d.snow@me.com</b>	
Business Phone Number <b>720-350-0076</b>		Business Fax Number	
Mailing Address (if different from Business Address)			
Address <b>19435 Broken Fence Way</b>		City <b>Monument</b>	State <b>CO</b>
ZIP <b>80132</b>		Primary Contact Phone Number <b>720-350-0076</b>	
Primary Contact Person for Business <b>David Snow</b>		Title <b>Owner</b>	
Primary Contact Address (city, state ZIP) <b>19435 Broken Fence Way, Monument, CO 80132</b>		Primary Contact Fax Number	
Federal Taxpayer ID <b>47-3121996</b>		Colorado Sales Tax License # <b>27770016-0001</b>	
Type of Business Structure <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Publicly Traded Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other _____		Email Address <b>d.snow@me.com</b>	
State of Incorporation or Creation of Business Entity <b>Colorado</b>			Date <b>02/13/2015</b>
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) <b>02/13/15</b>			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business			
List all Trade Names used by the Business Entity (other than above) <b>Freedom Road</b>			
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>		
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state); (a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)? <input type="checkbox"/> <input checked="" type="checkbox"/> (b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> (c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> If you answered yes to 2a, b or c, explain in detail on a separate sheet.			
3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee. <input type="checkbox"/> <input checked="" type="checkbox"/>			
4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc. <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ (a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord O'Donnell Investments, LLC	Tenant Freedom Road Garden, LLC	Expires March 10, 2020	
Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)			
5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.			
<b>Name</b>	<b>Date of Birth</b>	<b>FEIN OR SSN</b>	<b>Interest</b>
NA			
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.			
<b>Local Licensing Authority (To be filled out by Applicant)</b>			
Local Licensing Authority/Department City of Trinidad		Address P.O. Box 880	
Local Licensing Authority contact name Dona Valencich		Contact Phone 719-846-9843	Contact Email dona.valencich@trinidad.co.gov
6. Has the Applicant filed for a retail marijuana cultivation?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
What City or County? (Fill out a separate and complete application) Trinidad			
7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5,000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?			<input checked="" type="checkbox"/> <input type="checkbox"/>
Printed Legal Business Name Freedom Road Garden LTD		Printed Trade Name (DBA) Freedom Road	

### 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 David Allen Snow		Title Owner		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address 19435 Broken Fence Way		City Monument		State CO		ZIP 80132		Phone Number 720-350-0076	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant 95%		
Name Erin Elizabeth Phillips		Title		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address 8468 Lewis Court		City Arvada		State CO		ZIP 80005		Phone Number 303-961-2204	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant 5%		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		

Are there any outstanding options and warrants?

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

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

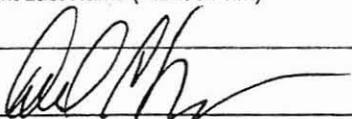
Yes  No \*If YES, attach list of persons

Printed Legal Business Name Freedom Road Garden LTD	Printed Trade Name (DBA) Freedom Road
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
<b>Financial History</b>	
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 David Snow	Title Owner
Address 19435 Broken Fence Way, Monument, CO 80132	Phone Number 720-350-0076
Person who prepares Applicant's tax returns, government forms & reports David Snow	Title Owner
Address 19435 Broken Fence Way, Monument, CO 80132	Phone Number 720-350-0076
Location of financial books and records for Applicant's business 2600 Freedom Road Trinidad, CO 81082	

## Affirmation & Consent

I, David Allen Snow, 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:**

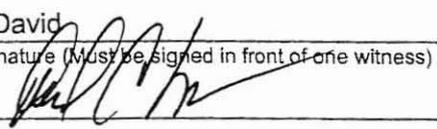
Applicant's Business Name Freedom Road Garden LTD		Trade Name (DBA) Freedom Road	
Legal Agent Last Name (Please Print) Snow	Legal Agent First Name David	Legal Agent Middle Name Allen	
Signature 			Date 3/13/2015

## Investigation Authorization Authorization to Release Information

I, David Allen Snow, 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 <b>Freedom Garden Road LTD</b>		Trade Name (DBA) <b>Freedom Road</b>	
Legal Agent Last Name (Please Print) <b>Snow</b>	Legal Agent First Name <b>David</b>	Legal Agent Middle Name <b>Allen</b>	
Legal Agent Title <b>Owner</b>	Signature (Must be signed in front of one witness) 		
Date (MM/DD/YY) <b>3/13/15</b>	City <b>Lakewood</b>	State <b>CO</b>	
Witness 1 Signature 			

## Applicant's Request to Release Information

TO: Marijuana Enforcement Division	FROM: (Applicant's Printed Name) David Allen Snow
------------------------------------	--

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.

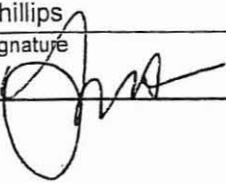
**Print Full Legal Name of Authorized Agent clearly below:**

Legal Agent Last Name (Please Print) <b>Snow</b>	Legal Agent First Name <b>David</b>	Legal Agent Middle Name <b>Allen</b>
Legal Agent Title <b>Owner</b>	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) <b>3/13/15</b>	City <b>Lakewood</b>	State <b>CO</b>
Witness 1 Signature 		
Signature of Marijuana Enforcement Division agent presenting this request 		Date

## Affirmation & Consent

I, Erin Elizabeth Phillips, 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.

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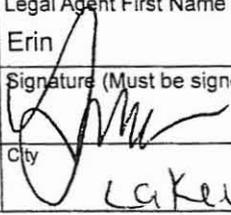
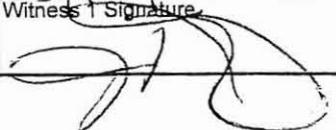
Applicant's Business Name Freedom Road Garden LTD		Trade Name (DBA) Freedom Road	
Legal Agent Last Name (Please Print) Phillips	Legal Agent First Name Erin	Legal Agent Middle Name Elizabeth	
Signature 			Date 3/13/15

## Investigation Authorization Authorization to Release Information

I, Erin Elizabeth Phillips, 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.

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**Print Full Legal Name of Authorized Agent clearly below:**

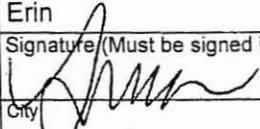
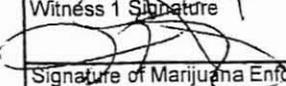
Applicant's Business Name Freedom Road Garden LTD		Trade Name (DBA) Freedom Road
Legal Agent Last Name (Please Print) Phillips	Legal Agent First Name Erin	Legal Agent Middle Name Elizabeth
Legal Agent Title owner	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 3/13/15	City Lakewood	State CO
Witness Signature 		

## Applicant's Request to Release Information

TO: Marijuana Enforcement Division	FROM: (Applicant's Printed Name) Erin Elizabeth Phillips
---------------------------------------	---

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) Phillips	Legal Agent First Name Erin	Legal Agent Middle Name Elizabeth
Legal Agent Title owner	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 3/13/15	City Lakewood	State CO
Witness 1 Signature 		
Signature of Marijuana Enforcement Division agent presenting this request		Date

## 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) <b>Freedom Road Garden LTD</b>		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) <b>Freedom Road</b>		Website Address	
<b>Physical Address</b>			
Street Address of Optional Premises Cultivation <b>2600 Freedom Road</b>		City <b>Trinidad</b>	State ZIP <b>CO 81082</b>
Business Phone Number <b>720-350-0076</b>	Home Phone Number <b>720-350-0076</b>	Email Address <b>d.snow@me.com</b>	
<b>Mailing Address (if different from Business Address)</b>			
Address <b>19435 Broken Fence Way</b>		City <b>Monument</b>	State ZIP <b>CO 80132</b>
<b>On a separate sheet, list all principal places of business for the past 5 years if different from above.</b>			
Primary Contact Person for Business <b>David Snow</b>		Title <b>Owner</b>	Primary Contact Phone Number <b>720-350-0076</b>
Primary Contact Address (city, state ZIP) <b>19435 Broken Fence Way, Monument, CO 80132</b>		Primary Contact Fax Number	
Federal Taxpayer ID <b>47-3121996</b>	Colorado Sales Tax License # <b>27770016-0002</b>	Email Address <b>d.snow@me.com</b>	
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) _____ (a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord <b>O'Donnell Investments, LLC</b>	Tenant <b>Freedom Road Garden LTD</b>		Expires <b>March 10, 2020</b>
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.			
<b>Name</b>	<b>Date of Birth</b>	<b>FEIN or SSN</b>	<b>Interest</b>
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.			
<b>Local Licensing Authority (To be completed by Applicant)</b>			
Local Licensing Authority/Department <b>City of Trinidad</b>		Address <b>P.O. Box 880</b>	
Local Licensing Authority contact name <b>Dona Valencich</b>		Contact Number <b>719-846-9843</b>	Contact Email <b>dona.valencich@trinidad.co.gov</b>
Date of application with local authority <b>3/15/15</b>		Date of approval from local authority, if any <b>pending</b>	
Are you requesting a concurrent review? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Freedom Road Garden, LTD  
2600 Freedom Road  
Trinidad, CO 81082

March 11, 2015

Marijuana Enforcement Division  
455 Sherman Street #390  
Denver, CO 80204

Re: Notes, security instruments and written/oral agreements.

To Whom It May Concern:

With regards to the question referenced above, the answer is No. There are no other parties in which a note, security instrument or any written or oral agreement has occurred.

Only the company will receive money or profits from this business.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Snow', with a long horizontal flourish extending to the right.

David Snow  
Owner

Freedom Road Garden, LTD  
2600 Freedom Road  
Trinidad, CO 81082

March 9, 2015

Marijuana Enforcement Division  
455 Sherman Street #390  
Denver, CO 80204

Re: List of financial institutions accounts

To Whom It May Concern:

Our company does not have any bank accounts or other financial accounts.  
If you need any further information, please let me know.

Sincerely,



David Snow  
Owner

Freedom Road Garden, LTD  
2600 Freedom Road  
Trinidad, CO 81082

March 11, 2015

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

Re: Application page 6, item #9 and #10 operating accounts, investment accounts,  
outstanding loans and financial obligations.

To Whom It May Concern:

With regards to the question referenced above, our company has no operating accounts,  
investment accounts, outstanding loans or financial obligations.

If you need any further information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Snow', with a long horizontal line extending to the right.

David Snow  
Owner

Freedom Road Garden, LTD  
2600 Freedom Road  
Trinidad, CO 81082

March 11, 2015

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

To Whom It May Concern:  
Re: Explanation funding sources

To Whom It May Concern:

Our company will be using funds obtained from revenues gained by my other business, Snow and Associates. If necessary, I will be drawing additional funds from my 401K Plan.

If you need any further information, please let me know.

Sincerely,



David Snow  
Owner

Freedom Road Garden, LTD  
2600 Freedom Road  
Trinidad, CO 81082

March 9, 2015

Marijuana Enforcement Division  
455 Sherman Street #390  
Denver, CO 80204

Re: Application page 6, FINANCIAL HISTORY item #7 (Has the applicant prepared financial statements in the last 2 years?)

To Whom It May Concern:

With regards to the question referenced above, the answer is No.

This company was just formed in March, 2015 and therefore does not have any financial history to report.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Snow', with a long horizontal line extending to the right.

David Snow  
Owner

**MEDICAL****Colorado Marijuana Enforcement Division****Medical Marijuana Business License Application Instructions****COPY****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: *Check to DAK*
- 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 *Add by letter*
  - 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) *Email Victor*
  - 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](http://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

<b>License Types &amp; Fees</b> (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 type="checkbox"/> Medical Marijuana-Infused Products Manufacturer	<input type="checkbox"/> Affiliated Business *Type 1=300 or fewer patients, *Type 2=301 to 500 patients; *Type 3=501 or more patients Fill out a separate Appendix A form (DR 8544) for each optional premise cultivation license you are applying for.		
Applicant's Legal Business Name (Please Print) <b>Freedom Road Garden LTD</b>	Marijuana License Number (Assigned by Division)		
Trade Name (DBA) (Provide Trade Name Registration) <b>Freedom Road</b>	Website Address		
<b>Physical Address</b>			
Street Address of Medical Marijuana Business (Use Appendix A for Optional Premises Cultivation Information) <b>2600 Freedom Road</b>	City <b>Trinidad</b>	State <b>CO</b>	ZIP <b>81082</b>
Business Phone Number <b>720-350-0076</b>	Business Fax Number	Email Address <b>d.snow@me.com</b>	
<b>Mailing Address (if different from Business Address)</b>			
Address <b>19435 Broken Fence Way</b>	City <b>Monument</b>	State <b>CO</b>	ZIP <b>80132</b>
<b>On a separate sheet, list all principal places of business for the past 10 years if different from above.</b>			
Primary Contact Person for Business <b>David Snow</b>	Title <b>Owner</b>	Primary Contact Phone Number <b>720-350-0076</b>	
Primary Contact Address (city, state ZIP) <b>19435 Broken Fence Way, Monument, CO 80132</b>		Primary Contact Fax Number	
Federal Taxpayer ID <b>47-3121996</b>	Colorado Sales Tax License # <b>27770016-0000</b>	Email Address <b>d.snow@me.com</b>	
<b>Type of Business Structure</b>			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust <input type="checkbox"/> Other _____
State of Incorporation or Creation of Business Entity <b>Colorado</b>		Date <b>02/13/15</b>	
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) <b>02/13/15</b>			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business			
List all Trade Names used by the Business Entity (other than above) <b>Freedom Road</b>			
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)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) had a privileged license (ie: Liquor, Gaming, Racing and Medical Marijuana) suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Medical Marijuana) license denied, suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If you answered yes to 2a, b or c, explain in detail on a separate sheet.			
3. Are the premises to be licensed within 1000 feet of a school (as defined in 12-43.3 104 (15) C.R.S.), alcohol or drug treatment facility, principal campus of a college, university, or seminary, or a residential childcare facility? If YES, then include a copy of a waiver or ordinance from the local jurisdiction where the business is located.	<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) _____			
(a) If leased, list name of landlord and tenant, and date of expiration; EXACTLY as they appear on the lease:			
Landlord O'Donnell Investments, LLC	Tenant Freedom Road Garden LTD	Expires March, 2020	
Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)			
6. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.			
<b>Name</b>	<b>Date of Birth</b>	<b>FEIN OR SSN</b>	<b>Interest</b>
NA			
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.			
<b>Local Licensing Authority/Department</b>			
Local Licensing Authority/Department City of Trinidad		Address P.O. Box 880	
Local Licensing Authority contact name Dona Valencich		Contact Phone 719-846-9843	Contact Email dona.valencich@trinidad.co.gov
Date of application with local authority		Date of approval from local authority, if any	
Are you requesting a concurrent review? <input checked="" type="checkbox"/> Yes <input 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			
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 Freedom Road Garden LTD		Printed Trade Name (DBA) Freedom Road	

**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 David Allen Snow	Title Owner	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address 19435 Broken Fence Way	City Monument	State CO	ZIP 80132	Phone Number 720-350-0076
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant 95%
Name Erin Elizabeth Phillips	Title	SSN/FEIN [REDACTED]	DOB [REDACTED]	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address 8468 Lewis Court	City Arvada	State CO	ZIP 80005	Phone Number 303-961-2204
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant 5%
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant
Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

Are there any outstanding options and warrants?

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

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

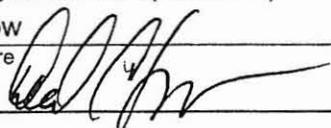
Yes  No \*If YES, attach list of persons and submit Associate Key License Application forms for each person

Printed Legal Business Name Freedom Road Garden LTD	Printed Trade Name (DBA) Freedom Road
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
<b>Financial History</b>	
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 David Snow	Title Owner
Address 19435 Broken Fence Way, Monument, CO 80132	Phone Number 720-350-0076
Person who prepares Applicant's tax returns, government forms & reports David Snow	Title Owner
Address 19435 Broken Fence Way, Monument, CO 80132	Phone Number 720-350-0076
Location of financial books and records for Applicant's business 2600 Freedom Road, Trinidad, CO 81082	

## Affirmation & Consent

I, David Allen Snow, 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:**

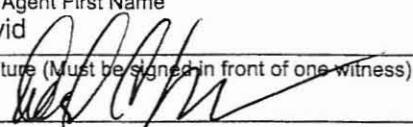
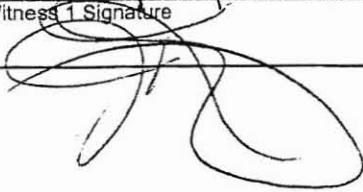
Applicant's Business Name Freedom Road Garden LTD		Trade Name (DBA) Freedom Road	
Legal Agent Last Name (Please Print) Snow	Legal Agent First Name David	Legal Agent Middle Name Allen	
Signature 		Date (MM/DD/YY) 03/13/2015	

## Investigation Authorization Authorization to Release Information

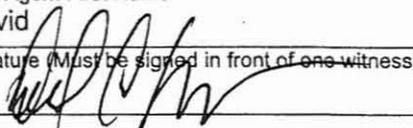
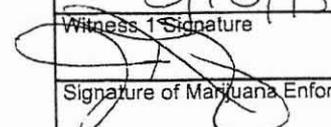
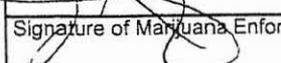
I, David Allen Snow, as an authorized agent for the applicant, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem 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 Freedom Road Garden LTD		Trade Name (DBA) Freedom Road	
Legal Agent Last Name (Please Print) Snow	Legal Agent First Name David	Legal Agent Middle Name Allen	
Legal Agent Title Owner	Signature (Must be signed in front of one witness) 		
Date (MM/DD/YYYY) 3/13/15	City Lakewood	State CO	
Witness 1 Signature 			

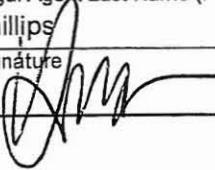
## Applicant's Request to Release Information

TO: Marijuana Enforcement Division	FROM: (Applicant's Printed Name) David Allen Snow	
<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:             <ol style="list-style-type: none"> <li>(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;</li> <li>(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:</li> <li>(c) To place the name of the agent presenting this request in the appropriate location on this request.</li> </ol> </li> <li>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.</li> <li>7. This power of attorney ends twenty-four (24) months from the date of execution.</li> <li>8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Medical Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.</li> <li>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.</li> <li>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.</li> <li>11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.</li> </ol>		
<b>Print Full Legal Name of Authorized Agent clearly below:</b>		
Legal Agent Last Name (Please Print) Snow	Legal Agent First Name David	Legal Agent Middle Name Allen
Legal Agent Title Owner	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YYYY) 3/13/15	City Lakewood	State CO
Witness 1 Signature 		
Signature of Marijuana Enforcement Division agent presenting this request 		Date

## Affirmation & Consent

I, Erin Elizabeth Phillips, 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 Freedom Road Garden LTD		Trade Name (DBA) Freedom Road
Legal Agent Last Name (Please Print) Phillips	Legal Agent First Name Erin	Legal Agent Middle Name Elizabeth
Signature 		Date (MM/DD/YY) 3/13/15

## Investigation Authorization Authorization to Release Information

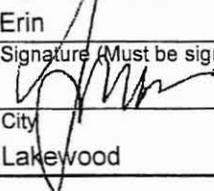
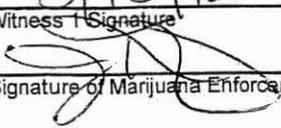
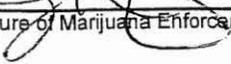
I, Erin Elizabeth Phillips, as an authorized agent for the applicant, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they 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.

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**Print Full Legal Name of Authorized Agent clearly below:**

Applicant's Business Name Freedom Road Garden LTD		Trade Name (DBA) Freedom Road	
Legal Agent Last Name (Please Print) Phillips	Legal Agent First Name Erin	Legal Agent Middle Name Elizabeth	
Legal Agent Title owner	Signature (Must be signed in front of one witness)		
Date (MM/DD/YYYY) 3/13/15	City	State	
Witness 1 Signature			

## Applicant's Request to Release Information

TO: Marijuana Enforcement Division	FROM: (Applicant's Printed Name) Erin Elizabeth Phillips	
<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:             <ol style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(c) To place the name of the agent presenting this request in the appropriate location on this request.</li> </ol> </li> <li>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.</li> <li>7. This power of attorney ends twenty-four (24) months from the date of execution.</li> <li>8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Medical Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.</li> <li>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.</li> <li>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.</li> <li>11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.</li> </ol>		
<b>Print Full Legal Name of Authorized Agent clearly below:</b>		
Legal Agent Last Name (Please Print) Phillips	Legal Agent First Name Erin	Legal Agent Middle Name Elizabeth
Legal Agent Title owner	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YYYY) 3/13/15	City Lakewood	State CO
Witness 1 Signature 		
Signature of Marijuana Enforcement Division agent presenting this request 		Date

## 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) <b>Freedom Road Garden LTD</b>		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) <b>Freedom Road</b>		Website Address	
<b>Physical Address</b>			
Street Address of Optional Premises Cultivation <b>2600 Freedom Road</b>		City <b>Trinidad</b>	State <b>CO</b>
		ZIP <b>81082</b>	
Business Phone Number <b>720-350-0076</b>	Home Phone Number <b>720-350-0076</b>	Email Address <b>d.snow@me.com</b>	
<b>Mailing Address (if different from Business Address)</b>			
Address <b>19435 Broken Fence Way</b>		City <b>Monument</b>	State <b>CO</b>
		ZIP <b>80132</b>	
<b>On a separate sheet, list all principal places of business for the past 5 years if different from above.</b>			
Primary Contact Person for Business <b>David Snow</b>		Title <b>Owner</b>	Primary Contact Phone Number <b>720-350-0076</b>
Primary Contact Address (city, state ZIP) <b>19435 Broken Fence Way, Monument, CO 80132</b>		Primary Contact Fax Number	
Federal Taxpayer ID <b>47-3121996</b>	Colorado Sales Tax License # <b>27770016-0001</b>	Email Address <b>d.snow@me.com</b>	
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) _____ (a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord <b>O'Donnell Investments, LLC</b>	Tenant <b>Freedom Road Garden LTD</b>	Expires <b>March 10, 2020</b>	
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.			
<b>Name</b>	<b>Date of Birth</b>	<b>FEIN or SSN</b>	<b>Interest</b>
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.			
<b>Local Licensing Authority (To be completed by Applicant)</b>			
Local Licensing Authority/Department <b>City of Trinidad</b>		Address <b>P.O. Box 880</b>	
Local Licensing Authority contact name <b>Dona Valencich</b>		Contact Number <b>719-846-9843</b>	Contact Email <b>dona.valencich@trinidad.co.gov</b>
Date of application with local authority <b>3/15/15</b>		Date of approval from local authority, if any <b>pending</b>	
Are you requesting a concurrent review? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

### Colorado Retail Marijuana License Bond

Name of Bonding Company Hudson Insurance Company  
Bond Number 10023954

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Freedom Road Garden, Ltd, Street Address 2600 Freedom Road,  
City Trinidad, County of Animas, State of Colorado, as Principal,  
and Hudson Insurance Company, a surety company qualified and authorized to do surety business in the State of  
Colorado, as Surety, are held and firmly bound unto the State of Colorado to indemnify the State or local governmental entity for  
any loss suffered by reasons of violation of the conditions hereinafter contained in the penal sum of FIVE THOUSAND DOLLARS  
(\$5,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors and assigns jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal is applying for the issuance or renewal of a license  
issued pursuant to the Colorado Retail Marijuana Code, Article 43.4 of Title 12 of the Colorado Revised Statutes, which license or  
license renewal shall be valid, if not suspended or revoked, for a license period ending one year from the last day of the month of  
issuance of the license or renewal;

NOW, THEREFORE, if the Principal is granted a license by the State pursuant to Article 43.4 of Title 12 of the Colorado Revised  
Statutes, during the term of said license and any renewal thereof, the Principal shall report and pay all sales and use taxes due the  
State of Colorado, or due any other entity for which the State is the collector or collecting agent, in a timely manner as provided by law.

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

IT IS FURTHER PROVIDED that pursuant to Section 12-43.4-303(2), C.R.S., the Surety shall not be required to make payments to  
the State of Colorado claiming under this bond until a final determination of failure to pay taxes due to the State has been made by the  
State Licensing Authority or a court of competent jurisdiction.

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

THIS OBLIGATION may be continued from year to year by the issuance by the Surety of a proper continuation certificate delivered to  
the State Licensing Authority pursuant to Section 12-43.4-303(3), C.R.S.

Dated this 17th day of March, 2015.

For the Principal: \_\_\_\_\_ For the Surety: Aksel Firat  
Aksel Firat, Attorney-in-Fact

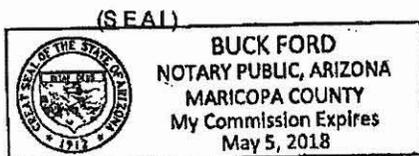
#### ACKNOWLEDGMENT OF SURETY

STATE OF COLORADO Arizona

COUNTY OF Maricopa SS.

On this 17 day of March, 2015, before me, a notary public in and for the above State, personally appeared  
Aksel Firat, to me personally known and being by me duly sworn, did say that he or she is an  
authorized corporate officer or the Attorney-in-Fact of Hudson Insurance Company, 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.



Buck Ford  
Notary Public, State of Colorado Arizona  
My commission expires: 05/05/2018



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, consented and appointed, and by these presents, does make, constitute and appoint

Aksel Firat

of the State of AZ

his true and lawful Attorney-in-Fact, at New York, New York, each of them alone to have full power for and without the other or others, to make, execute and deliver on his behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on his behalf as Agent, all renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Five Thousand Dollars (\$5,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. In Witness Whereof HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 21st day of October, 2013, at New York, New York.



Dina Daskalaki

Dina Daskalaki  
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Christopher T. Suarez  
Executive Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK

ss.

On this 21st day of October, 2013, before me personally came Christopher T. Suarez to me known, who being by me duly sworn the deponent and who tells he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and who has accepted the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

Notarial Seal



Ann M. Murphy  
Notary Public, State of New York  
No. 0141607553  
Qualified in Nassau County  
Commission Expires December 10, 2017

STATE OF NEW YORK  
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalaki hereby certifies that the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27, 2007, and has not since been revoked, amended or modified.

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of executing on this Company's surety business, and to execute and deliver on his behalf, as Agent, all renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Five Thousand Dollars (\$5,000.00).

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by him/her to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether hereafter or hereinafter, being hereby adopted by the Company as the official signature of such Officer and the official seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

That the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original, and that the said Power of Attorney is still in full force and effect and has not been revoked and furthermore that the Resolution of the Board of Directors set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 17th day of March, 2015.



Form 2000 10-3-2010-0-0

Dina Daskalaki  
Dina Daskalaki, Corporate Secretary

## Colorado Medical Marijuana License Bond

Name of Bonding Company Hudson Insurance Company  
Bond Number 10023941

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Freedom Road Garden, Ltd, Street Address 2600 Freedom Road,  
City Trinidad, County of Animas, State of Colorado, as Principal, and  
Hudson Insurance Company, a surety company qualified and authorized to do surety business in the State of Colorado,  
as Surety, are held and firmly bound unto the State of Colorado to indemnify the State or local governmental entity for any loss suffered  
by reasons of violation of the conditions hereinafter contained in the penal sum of FIVE THOUSAND DOLLARS (\$5,000.00), lawful  
money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors and assigns jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal is applying for the issuance or renewal of a license issued  
pursuant to the Colorado 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 16th day of March, 2015.

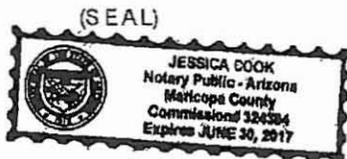
For the Principal: \_\_\_\_\_ For the Surety: [Signature]  
Aksel Firat, Attorney-In-Fact

**ACKNOWLEDGMENT OF SURETY**

STATE OF COLORADO Arizona  
COUNTY OF Maricopa ss.

On this 16th day of March, 2015, before me, a notary public in and for the above State, personally appeared  
Aksel Firat to me personally known and being by me duly sworn, did say that he or she is an  
authorized corporate officer or the Attorney-in-Fact of Hudson Insurance Company, a corporation duly organized and existing  
under the laws of the State of Colorado, or authorized to do business therein, and that he or she as such officer executed the foregoing  
instrument for the purposes herein contained on behalf of said corporation, and further acknowledged that the Instrument was executed  
as the free act and deed of said corporation.

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



[Signature]  
Notary Public, State of Colorado Arizona Jessica Cook  
My commission expires: 06/30/2017



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Aksel Firat

of the State of AZ

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Five Thousand Dollars (\$5,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.



Dina Daskalakis

Dina Daskalakis  
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Christopher T. Suarez  
Executive Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK ss.

On the 31st day of October, 2013, before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY  
Notary Public, State of New York  
No. 01M16067533  
Qualified in Nassau County  
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

THAT the above and foregoing is a full, true and correct copy of Power of Attorney Issued by said Company, and of the whole of the original, and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 16th day of March, 2015.



Form DS-10, 10 & 2010 (v1)

Dina Daskalakis  
Dina Daskalakis, Corporate Secretary



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 David Snow / Freedom Road Growers, LTD
2. D/B/A (Doing Business As) Freedom Road Growers
3. Business address 2600 FARM ROAD, TRINIDAD, CO
4. Business License #

5. Your Full Name (last, first, middle) SNOW, DAVID, ALLEN

6. List any other names you have used

7. Mailing address (If different from residence) 19435 Broken Fence Way, Monument, CO 80132

8. Phone 720 350 0076

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

Location

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

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

Table with columns: Current, Previous, STREET AND NUMBER, CITY, STATE, ZIP, FROM, TO. Includes handwritten entries for 19435 Broken Fence Way and 2630 Timber Chase Trail.

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

Snow & Associates, LLC OWNER 2004 Present  
CORONA 19435 Broken Fence Way Monument CO 80132  
PREVIOUS 2630 Timber Chase Trail, Highlands Ranch CO

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

Derek Snow SON Sales for Kush Bottles

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

Arrested for failing to pay moving violation. 1979  
RENO, NEVADA. PAID FINE AND WAS RELEASED.

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 6'9" m. Weight 320 n. Hair Color BRN o. Eye Color BRN p. Sex M q. Race White

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.

No banking relationship has been established for Freedom Road Warden, Ltd. Once a banking relationship has been established, I, David Snow will have sole authority over that account.

AFFIDAVIT

State of Colorado )  
County of Las Animas ) ss.

I, DAVID ALLEN SNOW, being first duly sworn, state that I am  
Printed Name of Applicant

an applicant for a Retail Marijuana business for Freedom Road Warden, Ltd  
Name of Establishment

Located at 2600 Freedom Road, Trinidad CO, Trinidad, Colorado;  
Address of Establishment

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

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

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

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

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

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

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

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

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

[Signature]  
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 29<sup>th</sup> day of April, 2015, by David A. Snow

Witness my hand and official seal.  
My commission expires 01/11/19



[Signature]  
Notary Public

Owner/Manager Approval (Required)  
I, David A. Snow, Owner/Manager of Freedom Road Garden, Ltd  
Owner or Manager's Name Printed Here Business Name Printed Here  
acknowledge and approve the submittal of an application for David A. Snow  
Applicant's Printed Name Here

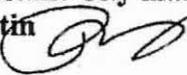


## Trinidad Police Department

2309 E Main St.

Trinidad, Co 81082

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

To Audra Garrett, Assistant City manager  
From Det Sgt Phil Martin   
June 4, 2015

**RE: David Snow Marijuana License**

To whom it may concern

A check of various public access data bases has been completed. This agency found **NO RECORD**. On the above listed applicant.

Additionally, the applicant's finger print results are attached.

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

DATE 05/16/2015

PD TRINIDAD  
2309 E MAIN ST  
TRINIDAD, CO 81082

RE: SNOW, DAVID ALLEN  
SOC: [REDACTED]

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 E2015136000000419331

CIDN

OCA CO0360100

SNOW, DAVID ALLEN

MNU

SOC

SEX M

COCBI0000 COLORADO B OF I

DENVER CO

2015/05/11

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

DATA.

CJIS DIVISION

2015/05/16

FEDERAL BUREAU OF INVESTIGATION

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

06/03/15

DEPARTMENTAL INSPECTION REPORT  
MARIJUANA LICENSE APPLICATION

Applicant: Freedom Road Garden LTD

dba: Freedom Road

Address: 2600 Freedom Road

Type of License: Retail Store, Cultivation, Medical Center, OPCO

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT  
COUNCIL MEETING DATE: June 16, 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 8, 2015

06/03/15

DEPARTMENTAL INSPECTION REPORT  
MARIJUANA LICENSE APPLICATION

Applicant: Freedom Road Garden LTD

dba: Freedom Road

Address: 2600 Freedom Road

Type of License: Retail Store, Cultivation, Medical Center, OPCO

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: June 16, 2015, 7:00 p.m.

\*\*\*\*\*

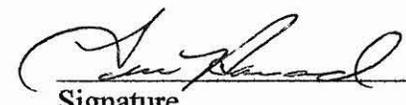
DEPARTMENT REVIEW

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 8, 2015

06/03/15

DEPARTMENTAL INSPECTION REPORT  
MARIJUANA LICENSE APPLICATION

Applicant: Freedom Road Garden LTD

dba: Freedom Road

Address: 2600 Freedom Road

Type of License: Retail Store, Cultivation; Medical Center, OPCO

Renewal  Transfer  Change of Location  New  Special Event

FOR CONSIDERATION AT  
COUNCIL MEETING DATE: June 16, 2015, 7:00 p.m.

\*\*\*\*\*  
DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: \_\_\_\_\_

No Structures on Property

No concern at this time

inspection needed after construction

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6-4-15  
Date

Charles J. [Signature]  
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: June 8, 2015

## Audra Garrett

---

**From:** Audra Garrett [audra.garrett@trinidad.co.gov]  
**Sent:** Friday, May 29, 2015 8:57 AM  
**To:** 'John Martinez'  
**Subject:** mmj

Hi John,

I talked to the person who has applied for the Freedom Gardens Ltd. Licenses on Freedom Road. He has full intentions of complying with the Health Department. He is waiting to contact you until he has approvals and then plans to submit.

*Audra Garrett* Asst. City Manager

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

[audra.garrett@trinidad.co.gov](mailto:audra.garrett@trinidad.co.gov)





## NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO Freedom Road Garden, LTD, 2600 Freedom Road, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Cultivation Facility license at this location.

Hearing on application will be held on Tuesday, June 16, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: May 5, 2015.

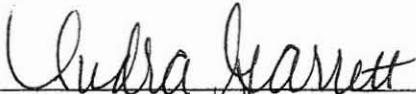
Officers: David Allen Snow, 19435 Broken Fence Way, Monument, CO 80132  
Erin Elizabeth Phillips, 8468 Lewis Court, Arvada, CO 80005

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

Dated this 14th day of May, 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 14<sup>th</sup> day of May, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Freedom Road Garden, LTD  
19435 Broken Fence Way  
Monument, CO 80132  
Certified Mail #7014 2120 0004 1880 9690

  
\_\_\_\_\_  
Audra Garrett, City Clerk



## NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO Freedom Road Garden, LTD, 2600 Freedom Road, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Cultivation Facility license at this location.

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CITY OF TRINIDAD, COLORADO

  
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Freedom Road Garden, LTD  
19435 Broken Fence Way  
Monument, CO 80132  
Certified Mail #7014 2120 0004 1880 9720

  
\_\_\_\_\_  
Audra Garrett, City Clerk



## NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Freedom Road Garden, LTD, 2600 Freedom Road, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Medical Marijuana Center license at this location.

Hearing on application will be held on Tuesday, June 16, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: May 5, 2015.

Officers: David Allen Snow, 19435 Broken Fence Way, Monument, CO 80132  
Erin Elizabeth Phillips, 8468 Lewis Court, Arvada, CO 80005

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

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Freedom Road Garden, LTD  
19435 Broken Fence Way  
Monument, CO 80132  
Certified Mail #7014 2120 0004 1880 9706

  
\_\_\_\_\_  
Audra Garrett, City Clerk



## NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Freedom Road Garden, LTD, 2600 Freedom Road, Trinidad, CO, 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, June 16, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: May 5, 2015.

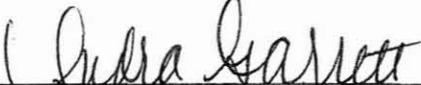
Officers: David Allen Snow, 19435 Broken Fence Way, Monument, CO 80132  
Erin Elizabeth Phillips, 8468 Lewis Court, Arvada, CO 80005

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

Dated this 14th day of May, 2015.

By order of the Trinidad City Council.

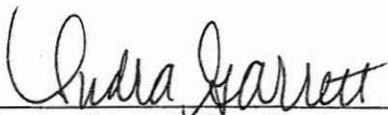
CITY OF TRINIDAD, COLORADO

  
\_\_\_\_\_  
Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 14<sup>th</sup> day of May, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Freedom Road Garden, LTD  
19435 Broken Fence Way  
Monument, CO 80132  
Certified Mail #7014 2120 0004 1880 9713

  
\_\_\_\_\_  
Audra Garrett, City Clerk

PROOF OF PUBLICATION

STATE OF COLORADO  
COUNTY OF LAS ANIMAS} SS

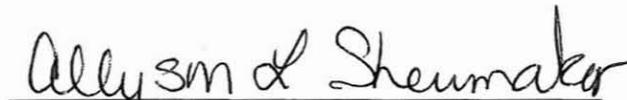
Lauri A. Duran, of lawful age, being first duly sworn upon oath, deposes and says that she is the authorized agent of The Chronicle-News, daily newspaper of general circulation which is published and circulated in the City of Trinidad, Las Animas County, Colorado, that said newspaper is a newspaper of 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

58085                      May 22, 2015

  
-----  
Lauri A. Duran

Subscribed and sworn to before me this  
27 day of May,  
A. D., 2015.

  
-----  
Allyson L. Sheumaker

My commission expires on August 26, 2015

**NOTICE OF PUBLIC HEARING**

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Freedom Road Garden, LTD, 2600 Freedom Road, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Store license at this location.

Hearing on application will be held on Tuesday, June 16, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: May 5, 2015.

Officers: David Allen Snow, 19435 Broken Fence Way, Monument, CO 80132  
Erin Elizabeth Phillips, 8468 Lewis Court, Arvada, CO 80005

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

Dated this 14th day of May, 2015.

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

PUBLISHED: May 22, 2015                      58085

**ALLYSON L SHEUMAKER**  
NOTARY PUBLIC, STATE OF COLORADO

My Comm. Expires August 26, 2015

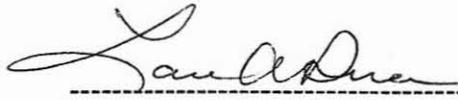
PROOF OF PUBLICATION

STATE OF COLORADO  
COUNTY OF LAS ANIMAS} SS

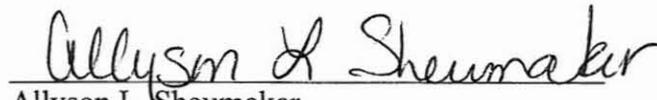
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The attached Notice was published in said newspaper in its issue(s) dated

58086                      May 22, 2015

  
-----  
Lauri A. Duran

Subscribed and sworn to before me this  
27 day of May,  
A. D., 2015.

  
-----  
Allyson L. Sheumaker

My commission expires on August 26, 2015

**NOTICE OF PUBLIC HEARING**

PURSUANT TO THE MARIJUANA LAWS OF COLORADO Freedom Road Garden, LTD, 2600 Freedom Road, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Cultivation Facility license at this location.

Hearing on application will be held on Tuesday, June 16, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: May 5, 2015.

Officers: David Allen Snow, 19435 Broken Fence Way, Monument, CO 80132  
Erin Elizabeth Phillips, 8468 Lewis Court, Arvada, CO 80005

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

Dated this 14th day of May, 2015.

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

PUBLISHED: May 22, 2015                      58086



My Comm. Expires August 26, 2015

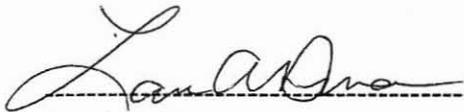
PROOF OF PUBLICATION

STATE OF COLORADO  
COUNTY OF LAS ANIMAS} SS

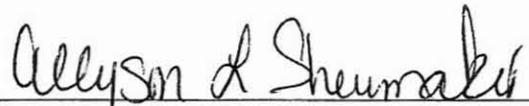
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The attached Notice was published in said newspaper in its issue(s) dated

58081                      May 22, 2015

  
-----  
Lauri A. Duran

Subscribed and sworn to before me this  
27 day of May,  
A. D., 2015.

  
-----  
Allyson L. Sheumaker

My commission expires on August 26, 2015

**NOTICE OF PUBLIC HEARING**

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Freedom Road Garden, LTD, 2600 Freedom Road, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Medical Marijuana Center license at this location.

Hearing on application will be held on Tuesday, June 16, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: May 5, 2015.

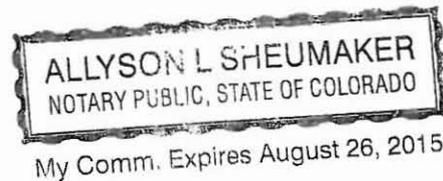
Officers: David Allen Snow, 19435 Broken Fence Way, Monument, CO 80132  
Erin Elizabeth Phillips, 8468 Lewis Court, Arvada, CO 80005

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

Dated this 14th day of May, 2015.

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

PUBLISHED: May 22, 2015                      58081

  
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

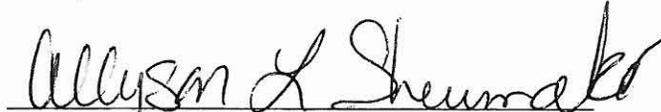
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The attached Notice was published in said newspaper in its issue(s) dated

58082                      May 22, 2015

  
-----  
Lauri A. Duran

Subscribed and sworn to before me this  
27 day of May,  
A. D., 2015.

  
-----  
Allyson L. Sheumaker

My commission expires on August 26, 2015

**NOTICE OF PUBLIC HEARING**

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Freedom Road Garden, LTD, 2600 Freedom Road, Trinidad, CO, 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, June 16, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: May 5, 2015.

Officers: David Allen Snow, 19435 Broken Fence Way, Monument, CO 80132  
Erin Elizabeth Phillips, 8468 Lewis Court, Arvada, CO 80005

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

Dated this 14th day of May, 2015.

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

PUBLISHED: May 22, 2015                      58082

**ALLYSON L SHEUMAKER**  
NOTARY PUBLIC, STATE OF COLORADO  
My Comm. Expires August 26, 2015

STATE OF COLORADO )

COUNTY OF LAS ANIMAS ) SS

CITY OF TRINIDAD )

CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Freedom Road Garden LTD, 2600 Freedom Road, Trinidad, Colorado, which business has applied for a new Retail Marijuana Store license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 21st day of May, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 21st day of May, 2015.

CITY OF TRINIDAD, COLORADO

(S E A L)

  
\_\_\_\_\_  
Audra Garrett, City Clerk

STATE OF COLORADO )

COUNTY OF LAS ANIMAS ) SS

CITY OF TRINIDAD )

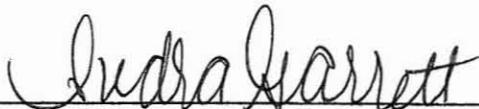
CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Freedom Road Garden LTD, 2600 Freedom Road, Trinidad, Colorado, which business has applied for a new Retail Marijuana Cultivation Facility license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 21st day of May, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 21st day of May, 2015.

CITY OF TRINIDAD, COLORADO

(SEAL)

  
\_\_\_\_\_  
Audra Garrett, City Clerk

STATE OF COLORADO )

COUNTY OF LAS ANIMAS ) SS

CITY OF TRINIDAD )

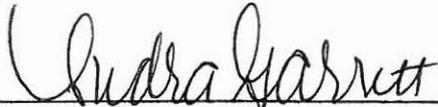
CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Freedom Road Garden LTD, 2600 Freedom Road, Trinidad, Colorado, which business has applied for a new Medical Marijuana Center license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 21st day of May, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 21st day of May, 2015.

CITY OF TRINIDAD, COLORADO

(S E A L)

  
\_\_\_\_\_  
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, Freedom Road Garden LTD, 2600 Freedom Road, 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 21st day of May, 2015.

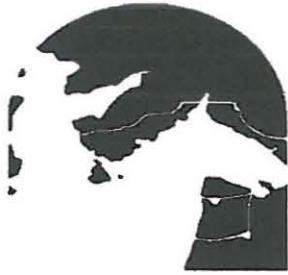
WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 21st day of May, 2015.

CITY OF TRINIDAD, COLORADO

(S E A L)

  
\_\_\_\_\_  
Audra Garrett, City Clerk

4e



CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

**CITY COUNCIL MEETING:** June 16, 2015 Regular Meeting  
**PREPARED BY:** Audra Garrett, Asst. City Mngr.  
**PRESENTER:** Les Downs, City Attorney  
**DEPT. HEAD SIGNATURE:** *Audra Garrett*  
**CITY MANAGER SIGNATURE:** *[Signature]*

**SUBJECT: PUBLIC HEARING**

New retail marijuana store application filed by Colorado Cannabis Associates d/b/a The Spot at 453 N. Commercial 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 new licenses.

**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.

4e



## INVESTIGATIVE REPORT

Applicant: Colorado Cannabis Associates, LLC

Business Name: The Spot

Business Address: 453 N. Commercial Street – Historic Preservation zoning

Officers/Owners: Robert Lucero, 231 Riverwalk, Pueblo, CO 81003

Date of Application: April 30, 2015

Date Application Filed with Local Authority: May 5, 2015

Type of Request: New License

Type of License(s): Retail Marijuana Store

Hearing Date: Tuesday, June 16, 2015, 7:00 p.m.

### APPLICATION CONTENTS -

Applicant's Documents: City of Trinidad Retail Marijuana License Application  
CUP Approval  
Lease Agreement  
Verified Consent of Property Owners for the Submission  
of an Application for Marijuana Business  
Articles of Organization and Amendments  
Operating Agreement  
Verification of Good Standing  
Verification of Trade Name  
Sales Tax License  
Diagram of Premises  
Individual History Record

Fingerprints  
Security Alarm – contract to be provided prior to license  
issuance – basic layout provided  
Exterior Security Lighting Plan (indicated on diagram)  
Colorado Business Retail Marijuana License Application  
Colorado Retail Marijuana License Bond

City Documents: Notice of Public Hearing  
Certificate of Mailing  
Proof Publication on 5/22/15  
Certificates of Posting  
Departmental Reports

**LOCAL FEES -**

Local Fees Retail Marijuana Store:

Investigation	\$2500.00
License	<u>2500.00</u>
Total	\$5000.00

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 2/10/15 and approved. The Conditional Use Permits were approved subject to four conditions identified within the Staff Report dated 2/12/15 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.

**LEASE AGREEMENT -**

The lease agreement is between the Robert J. Lucero, landlord, and Colorado Cannabis Associates, LLC, tenant. The term extends from October 15, 2014 through January 1,

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 Organization for Colorado Cannabis Associates, LLC, are provided. Date-stamped Articles of Amendment changing ownership interests throughout the life of the Limited Liability Company are additionally provided, as well as a verification of Good Standing issued by the Colorado Secretary of State. A Statement of Trade Name of a Reporting Entity indicates The Spot as one of three registered trade names under Colorado Cannabis Associates, LLC was obtained for verification of compliance. The Spot is the trade name under which they have indicated they will operate locally.

#### **SALES TAX LICENSE -**

Sales Tax License #04283964-0002 was verified.

#### **DIAGRAM OF PREMISES -**

The diagrams identify the proposed premises, which will be located on the ground level only. It identifies a sales area, waiting area, office, break room, security room and restrooms all within the confines of 453 N. Commercial Street. A diagram of the basement indicates that it will be used for storage. The upstairs portion of the building has a separate address and the diagram indicates it is not affiliated with this business. Initial plans indicate the proposed location of the security cameras, however, based upon final inspection from the Colorado Marijuana Division and the City Building and Fire Departments, those locations are subject to change. The overall footprint of the proposed premises is approximately 1,800 square feet. A square footage disclosure of 449-453 N. Commercial Street was provided. It indicates 8,847 square feet of total building space. A security alarm system agreement will be required prior to issuance of the license. An exterior security lighting plan proposal was included in the camera schematic and submitted pursuant to the City's requirements.

#### **OWNERSHIP INFORMATION/BACKGROUNDS FINGERPRINTING -**

Fingerprint cards were submitted to CBI/FBI on 2/2/15. Results were received for Robert Lucero from CBI/FBI. Local database checks done by the TPD found no convictions and no new records since the last background check was done in February, 2015.

## **RESIDENCY REQUIREMENT –**

Robert J. Lucero, the owner/manager, meets the two-year Colorado residency requirement to hold a marijuana license.

## **COLORADO RETAIL MARIJUANA LICENSE DOCUMENTS –**

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

## **NOTICES OF HEARING -**

Mailed to applicant – 5/14/15.

Published – 5/22/15.

Posted on the premises – 5/21/15.

## **DEPARTMENTAL REPORTS -**

Fire Chief Tim Howard indicated on 5/21/15 that the applicant will need a final inspection before they open.

Fire Chief Tim Howard on behalf of the Building Department on 5/21/15 indicates an inspection will be required after the completion of the remodel and prior to opening.

Police Chief Charles Glorioso on 5/27/15 also indicates that inspections must be completed by the department at the completion of the renovation/construction.

Concerns were solicited from the Health Department. John Martinez from the Health Department reported that he spoke with the attorney representing The Spot on May 20<sup>th</sup> and seemed to be willing to work with their Department.

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 1,552.61 feet from the nearest point of this property.

## STATE LICENSES –

The Colorado Department of Revenue Marijuana Enforcement Division has conditionally approved the Retail Store and provided the City with copies of the licenses.

## 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, 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

Dated this 4th day of June, 2015.

CITY OF TRINIDAD, COLORADO



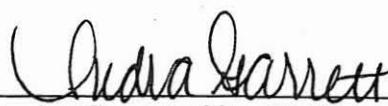
Audra Garrett

Audra Garrett, City Clerk

## CERTIFICATE OF MAILING

I hereby certify that on the 4th day of June, 2015, I mailed a copy of the Investigative Report, by Certified Mail, to:

Colorado Cannabis Associates, LLC  
d/b/a The Spot  
748 E. Industrial Blvd.  
Pueblo, CO 81007  
Certified Mail #7014 2120 0004 1880 9775

  
\_\_\_\_\_  
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 checked="" 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 type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input checked="" 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 Colorado Cannabis Associates  
 (Corporation/LLC)  
 Applicant Robert Joe Lucero  
 (Sole Proprietor) First Name Middle Initial Last Name

Trade Name of Establishment (DBA) The Spot  
 Address of Premise 453 N Commercial Street Trinidad, CO 81082  
 Mailing Address 748 E Industrial Blvd Pueblo West, CO 81007  
 Telephone (719) 547-8011 Email Address robert@thespot420.com  
 Contact Person/Manager David Munn Title Manager  
 Telephone (720) 530-3426 Email Address dave@thespot420.com

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

Ownership  Lease  Other (explain in detail)

\_\_\_\_\_  
 \_\_\_\_\_

RA/30/15

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

Landlord Robert Lucero Tenant Colorado Cannabis Assoc Expires JAN 1, 2016  
The Spot LLC December 29, 2015

**\*\*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: Robert Lucero Title: Owner  
Address: [REDACTED] Pueblo, CO 81003  
Financial Interest: 100%

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

4. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

5. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

6. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

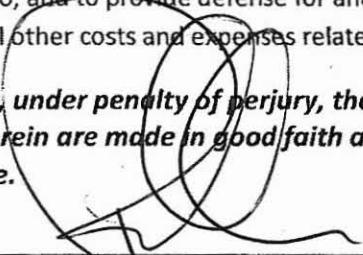
7. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Financial Interest: \_\_\_\_\_

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

Printed Name: Robert Lucero Date: 3/25/2015



City of Trinidad, Colorado  
1876

**CITY OF TRINIDAD, COLORADO  
OFFICE OF THE CITY CLERK**

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

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

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

Robert J. Lucero  
Printed Name of Licensee

[Signature] *Managing Member*  
Authorized Signature of Licensee/Title

4/30/2015  
Date

JODIE ROBERTS  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires Oct. 12, 2015

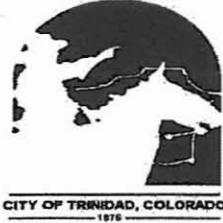
STATE OF Colorado )  
COUNTY OF Pueblo )

ss.

Subscribed and sworn to before me this 30 day of April, 2015.

[Signature]  
Notary Public Signature

My Commission Expires: Oct 12, 2015



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

Robert Lucero  
Colorado Cannabis Associates, LLC  
748 E. Industrial Blvd.  
Pueblo, CO 81007

February 12, 2015

RE: CUP Applications: #2015-RMS-03

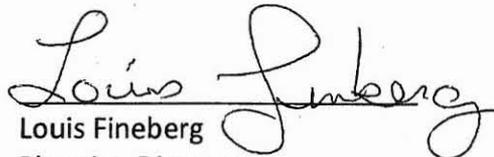
Dear Mr. Lucero,

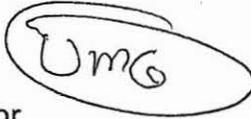
On February 10, 2015 the Planning, Zoning and Variance Commission approved your request for a conditional use permit to establish and operate the above referenced facilities at 449-453 Commercial St. subject to the following conditions:

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



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

10/29/2014

Louis Fineberg  
City Planner  
135 N. Animas St.  
Trinidad, Co 81082

Louis,

Please accept this letter as an official name change for the CUP's issued to Forever Green LLC, at 449 – 453 Commercial Street, Trinidad, Co 81082. I would like all 3 CUP's issued to Forever Green, LLC to be re-named under Colorado Cannabis Associates, LLC. Colorado Cannabis Associates, LLC will abide by all rules, regulations and stipulations issued to Forever Green, LLC . The new Address will be 748 E. Industrial Blvd. Pueblo, Co 81007.

Thank you,



Terence Sanchez

Owner Forever Green, LLC

# COMMERCIAL LEASE AGREEMENT

THIS LEASE made effective as of 15<sup>th</sup> day of October 2014

BETWEEN:

**LESSOR**

Name: Robert J Lucero  
Address: 231 W RIVERWALK  
Pueblo West CO 81003

And

**LESSEE**

Name: COLORADO CANNABIS ASSOCIATES, LLC  
DBA THE SPOT RIVERSIDE  
453 N COMMERCIAL  
Address: TRINIDAD CO 81082

IN CONSIDERATION of the mutual promises and at the rental and upon the covenants, conditions, and provisions herein set forth, contained and other good and valuable consideration, Lessor leases to Lessee and Lessee leases from Lessor, the following real property:

Leased Premises Address: 453 N COMMERCIAL TRINIDAD, CO 81082

**1. Term of Lease**

*January 1, 2016*  
Initial Term. Lessor hereby leases the Leased Premises to Lessee. And Lessee hereby leases the same from Lessor, for an Initial Term beginning on OCTOBER 15, 2014 and ending on ~~OCTOBER 15, 2015~~. Lessor shall use its best efforts to give Lessee possession as nearly as possible at the beginning of the Lease Term. If Lessor is unable to provide Lessee with possession of the Lease Premise in a timely fashion, rent shall abate for the period of delay. Lessee shall make no other claim against Lessor for such delay.

**2. Rent Payment**

Rent is due in advance on the 15<sup>th</sup> day of each calendar month, beginning in October 15, 2014. Rent in the amount ~~\_\_\_\_\_~~. Termination of lease at any time by Lessor/Lessee. Lessee shall prepay the First and Last Months Rent to Lessor at the time that the parties execute this Lease. All rent payments shall be paid to the Lessor at the following address.

Street Address: 231 W RIVERWALK, PUEBLO CO 81003

Or at such other place as Lessor may from time to time notify Lessee in writing. If the lease term commences on a day other than the first day a calendar month, the first months rent shall be adjusted accordingly. If Lessor fails to make a rent payment in full within 10 days after it is due, a late payment penalty of ~~\_\_\_\_\_~~ Minimum will be applied and will be payable as additional rent.

**3. Security Deposit**

- (a) Prior to commencement date and before taking possession of the Leased Premises, Lessee shall pay Lessor a Security Deposit of ~~\_\_\_\_\_~~. To be paid in two installments. The Security Deposit shall be placed in an interest-bearing account in the joint names of Lessor and Lessee, and shall be held in escrow by an independent stake holder as security for the performance by Lessee of Lessee's covenants and obligations under this lease. It being expressly understood that the Security Deposit shall not be

considered an advanced rent payment of rental or a measure of Lessor's damages in case of default by Lessee.

- (b) Lessor may, from time to time without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears of rent or to satisfy any other covenant or obligation of Lessee hereunder. Following any such application of the Security Deposit, Lessee shall pay to Lessor on demand the amount applied in order to restore the Security Deposit to its original amount.
- (c) If Lessee is not in default at the Expiry Date or earlier termination of this Lease, the Security Deposit ( or remaining balance after deductions for arrears rent other amounts owing by Lessee, if any) shall be returned by Lessor to Lessee. The party who entitled to the fund in whole or part shall be entitled to the interest accrued or its pro rated share of the interest accrued.
- (d) If Lessor transfers its interest in the Premises during the term of this Lease, Lessor may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

#### 4. Use of Premises

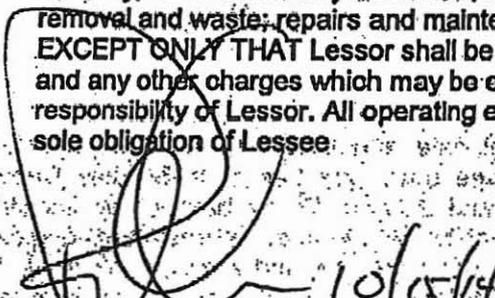
Medical Marijuana Dispensary with Offices, Retail Marijuana Dispensary with Offices, and Storage of Merchandise for Dispensaries.

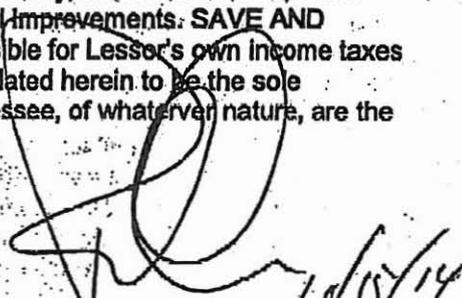
Lessee agrees to use the Leased Premises for reasonable business, commercial, retail, warehousing or industrial uses which do not materially damage the Leased Premises. Lessee's use of the Leased Property shall be in a lawful, careful, safe, and proper manner, and Lessee shall carefully preserve, protect, control, and guard from the same from damage, at Lessee's sole expense. Lessee shall not use the parking area or the ingress and egress areas of the Premises in an unreasonable manner as to interfere with the normal flow of traffic or use of such areas by occupants of properties adjacent to the Leased Premises. Lessee shall not use the Leased Premises for the purpose of storing manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing or device. Lessee shall, on the Expiry Date or, if earlier terminated upon such termination, surrender possession of the Leased Premises without further notice to quit, in as good condition or reasonable use will permit. Lessee shall not use the Leased Premises for living quarters or as a residence. Lessee shall not use the Leased Premise for any unlawful, immoral purpose.

#### 5. Absolutely Net Net Net Lease: ~~OR~~ NOT APPLICABLE TO THIS LEASE

INITIAL

This Lease shall at all times be construed as a Triple Net Lease and accordingly to all taxes, charges, levies, costs and expenses assessed in respect to the Leased Premises, the subject tenancy, the revenue derived there from and the improvements assessed shall be borne by the Lessee, including but not limited to: realty taxes; sales taxes; fire; casualty; theft and liability insurance; water; gas; electricity; and other utilities; trash removal and waste; repairs and maintenance; and all improvements. **SAVE AND EXCEPT ONLY THAT** Lessor shall be solely responsible for Lessor's own income taxes and any other charges which may be expressly stipulated herein to be the sole responsibility of Lessor. All operating expenses of Lessee, of whatever nature, are the sole obligation of Lessee.

 10/15/14  
COLORADO CANNABIS ASSOCIATES LLC Lessee

 10/15/14  
Robert J Lucero Lessor Date

February 17, 2015

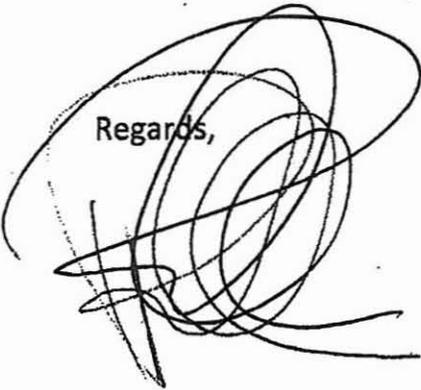
I, Robert J. Lucero, property owner, consent to the submission of an application for a marijuana business on behalf of Colorado Cannabis Associates, LLC. for the following address:

453 N Commercial

Trinidad, CO 81082

Please let me know if you have any questions or concerns.

Regards,



Robert J Lucero

719-821-3818

JODIE ROBERTS  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires Oct. 12, 2016





Colorado Secretary of State  
 Date and Time: 06/17/2010 12:44 PM  
 ID Number: 20101345930  
 Document number: 20101345930  
 Amount Paid: \$50.00

Document must be filed electronically.  
 Paper documents will not be accepted.

Document processing fee  
 Fees & forms/cover sheets  
 are subject to change.

\$50.00

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 copies of filed documents,  
 visit [www.sos.state.co.us](http://www.sos.state.co.us) and  
 select Business Center.

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

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

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

Colorado Cannabis Associates, LLC

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

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

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

Street address

749 E Enterprise Dr

*(Street number and name)*

Pueblo West

*(City)*

CO

*(State)*

81007

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province - if applicable)*

Mailing address

*(leave blank if same as street address)*

*(Street number and name or Post Office Box information)*

*(City)*

*(State)*

*(ZIP/Postal Code)*

*(Province - if applicable)*

*(Country)*

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

Name

*(if an individual)*

*(Last)*

*(First)*

*(Middle)*

*(Suffix)*

**OR**

*(if an entity)*

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

Colorado Cannabis Associates, LLC

Street address

749 E Enterprise Dr

*(Street number and name)*

Pueblo West

*(City)*

CO

*(State)*

81007

*(ZIP Code)*

Mailing address  
(leave blank if same as street address) \_\_\_\_\_  
(Street number and name or Post Office Box information)  
\_\_\_\_\_  
(City) CO \_\_\_\_\_  
(State) (ZIP Code)

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

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

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

Name  
(if an individual) \_\_\_\_\_  
(Last) (First) (Middle) (Suffix)

**OR**

(if an entity) Colorado Cannabis Associates, LLC  
(Caution: Do not provide both an individual and an entity name.)

Mailing address 749 E Enterprise Dr  
(Street number and name or Post Office Box information)

Pueblo West CO 81007  
(City) (State) (ZIP/Postal Code)  
United States  
(Province - if applicable) (Country)

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

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

5. The management of the limited liability company is vested in  
(Mark the applicable box.)

one or more managers.

**OR**

the members.

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

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

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

This document contains additional information as provided by law.

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

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

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

**Notice:**

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

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

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

<u>Clementi</u>	<u>Juanita</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>749 E Enterprise Dr</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Pueblo West</u>	<u>CO</u>	<u>81007</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u>United States</u>			
<small>(Province – if applicable)</small>	<small>(Country)</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:**

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Colorado Secretary of State  
 Date and Time: 11/21/2011 02:27 PM  
 ID Number: 20101345930  
 Document number: 20111641458  
 Amount Paid: \$25.00

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\$25.00

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 select Business.

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**Articles of Amendment**

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

ID number: 20101345930

1. Entity name: Colorado Cannabis Associates, LLC  
*(If changing the name of the limited liability company, indicate name BEFORE the name change)*

2. New Entity name:  
 (if applicable) \_\_\_\_\_

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

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

4. Other amendments, if any, are attached.

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

**OR**

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

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

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

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Jimenez David  
(Last) (First) (Middle) (Suffix)  
749 E. Enterprise Dr  
(Street name and number or Post Office Box information)  
Pueblo West CO 81007  
(City) (State) (Postal/Zip Code)  
United States  
(Province – if applicable) (Country – if not US)

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

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 ID Number: 20101345930  
 Document number: 20131709525  
 Amount Paid: \$25.00

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**Articles of Amendment**

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

ID number: 20101345930

1. Entity name: Colorado Cannabis Associates, LLC  
*(If changing the name of the limited liability company, indicate name before the name change)*

2. New Entity name: \_\_\_\_\_  
 (if applicable)

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- "credit union"       "savings and loan"
- "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

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

or

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

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

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

748 e industrial blvd

*(Street name and number or Post Office Box information)*

pueblo west

*(City)*

CO 81007

*(State)*

*(Postal/Zip Code)*

United States

*(Province – if applicable)*

*(Country – if not US)*

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

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COLORADO CANNABIS ASSOCIATES LLC  
dba NATURES REMEDY WELLNESS LLC  
748 E INDUSTRIAL BLVD  
PUEBLO WEST CO 81007

December 6, 2013

Previous ownership David L Jimenez 100% (one hundred percent) changes effective immediately to New ownership David L Jimenez 50% (fifty percent) and Robert J Lucero 50% (fifty percent) .

Tracy Archuleta  
Office Manager  
Colorado Cannabis Associates LLC  
748 E Industrial Blvd  
Pueblo West CO 81007



Colorado Secretary of State  
 Date and Time: 01/27/2014 10:48 AM  
 ID Number: 20101345930  
 Document number: 20141060857  
 Amount Paid: \$25.00

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**Articles of Amendment**

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

ID number: 20101345930  
 1. Entity name: Colorado Cannabis Associates, LLC  
*(If changing the name of the limited liability company, indicate name before the name change)*

2. New Entity name: \_\_\_\_\_  
 (if applicable)

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

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

4. Other amendments, if any, are attached.

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

or

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

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

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

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

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

748 E Industrial Blvd

*(Street name and number or Post Office Box information)*

Pueblo West

*(City)*

CO 81007

*(State)*

*(Postal/Zip Code)*

United States

*(Province – if applicable)*

*(Country – if not US)*

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

**Disclaimer:**

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

COLORADO CANNABIS ASSOCIATES LLC  
dba NATURES REMEDY WELLNESS LLC  
748 E INDUSTRIAL BLVD  
PUEBLO WEST CO 81007

January 24, 2014

Previous ownership David L Jimenez 100% (one hundred percent) changes effective immediately to New ownership David L Jimenez 40% (forty percent) and Robert J Lucero 60% (sixty percent)

Tracy Archuleta  
Office Manager  
Colorado Cannabis Associates LLC  
748 E Industrial Blvd  
Pueblo West CO 81007



Colorado Secretary of State  
 Date and Time: 03/25/2014 10:33 AM  
 ID Number: 20101345930  
 Document number: 20141193182  
 Amount Paid: \$25.00

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

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Amendment**

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

ID number: 20101345930

1. Entity name: Colorado Cannabis Associates, LLC  
*(If changing the name of the limited liability company, indicate name before the name change)*

2. New Entity name: \_\_\_\_\_  
 (if applicable)

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

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

4. Other amendments, if any, are attached.

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

or

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

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

**Notice:**

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

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

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

748 E Industrial Blvd

*(Street name and number or Post Office Box information)*

Pueblo West

*(City)*

CO 81007

*(State)*

*(Postal/Zip Code)*

United States

*(Province – if applicable)*

*(Country – if not US)*

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

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COLORADO CANNABIS ASSOCIATES LLC  
dba NATURES REMEDY WELLNESS LLC  
748 E INDUSTRIAL BLVD  
PUEBLO WEST CO 81007

February 26, 2014

Previous ownership David L Jimenez 40% (forty percent) and Robert J Lucero 60% (sixty percent). Now 100% (one hundred percent) Robert J Lucero changes effective 2/26/2014

Robert Lucero

Owner

Colorado Cannabis Associates LLC

748 E Industrial Blvd

Pueblo West CO 81007



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## Search Results

[FAQs, Glossary and Information](#)

Found 5 matching record(s). Viewing page 1 of 1.

#	<u>ID Number</u>	<u>Document Number</u>	<u>Name</u>	<u>Status</u>	<u>Form</u>	<u>Effective Date</u>	<u>Comment</u>
1	<a href="#">20101406556</a>	20101406556	Natures Remedy	Effective	DLLC	07/21/2010 11:00 AM	
2	<a href="#">20111457108</a>	20111457108	Natures Remedy Wellness Center	Effective	DLLC	08/11/2011 10:23 AM	
3	<a href="#">20141202263</a>	20141202263	The Spot	Effective	DLLC	03/27/2014 08:59 AM	
4	<a href="#">20141664919</a>	20141664919	The Spot 420	Effective	DLLC	10/29/2014 11:34 PM	
5	<a href="#">20141664921</a>	20141664921	The Spot Riverside	Effective	DLLC	10/29/2014 11:38 PM	

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**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR  
COLORADO CANNABIS ASSOCIATES, LLC  
Db a The Spot**

---

**ARTICLE I  
Company Formation**

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **NAME.** The name of the Company shall be: The Spot
- 1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

ROBERT J. LUCERO  
748 E. INDUSTRIAL BLVD  
PUEBLO WEST, CO 81007

- 1.4 **TERM.** The Company shall continue for a perpetual period.
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of COLORADO.
- 1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining

Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is: **MEDICAL AND RETAIL MARIJUANA DISPENSARY AND CULTIVATION FACILITY**

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

453 N Commercial  
Trinidad, CO 81082

Principal place of business may be changed at a location the Managers from time to time select.

1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

## **ARTICLE II** **Capital Contributions**

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is                     .

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

## **ARTICLE III** **Profits, Losses and Distributions**

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall

mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

## **ARTICLE IV**

### **Management**

- 4.1 **MANAGEMENT OF THE BUSINESS.** The name and place of residence of each Manager is attached as Exhibit 1 of this Agreement. By a vote of the Members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended from time to time, shall elect so many Managers as the Members determine, but no fewer than one, with one Manager elected by the Members as Chief Executive Manager. The elected Manager(s) may either be a Member or Non-Member.
- 4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Managers shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Managers may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Managers shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member.
- 4.3 **POWERS OF MANAGERS.** The Managers are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.

- 4.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.6 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.9 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:
- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
  - (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

## **ARTICLE V** **Compensation**

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

## **ARTICLE VI** **Bookkeeping**

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) any additional capital contribution made by him/her;
  - (b) credit balances transferred from his distribution account to his capital account; and decreased by:
    - (a) distributions to him/her in reduction of Company capital;
    - (b) the Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

## **ARTICLE VII**

### **Transfers**

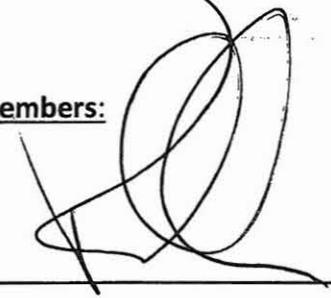
- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

**CERTIFICATE OF FORMATION**

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 8 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Colorado Cannabis Associates LLC, adopted by the members as of October, 1 2014.

**Members:**



\_\_\_\_\_

Signature

Printed Name Robert J. Lucero

Percent: 100 %

**EXHIBIT 1**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR  
COLORADO CANNABIS ASSOCIATES, LLC  
Dba The Spot**

**LISTING OF MANAGERS**

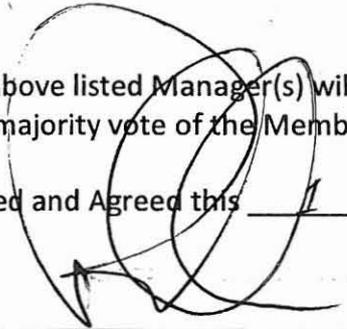
By a majority vote of the Members the following Managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

Printed Name Robert J. Lucero  
Chief Executive Manager

231 Riverwalk Address  
Pueblo, CO 81003

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

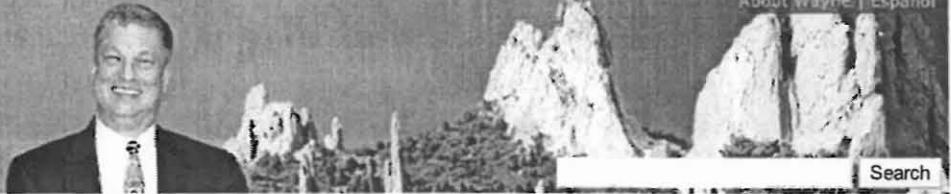
Signed and Agreed this 1 day of October, 2014.

  
\_\_\_\_\_  
Signature of Member

Printed Name Robert J. Lucero



Colorado  
Secretary of State  
Wayne W. Williams



About Wayne | Español

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## Summary

Details			
<b>Name</b>	Colorado Cannabis Associates, LLC		
<b>Status</b>	Good Standing	<b>Formation date</b>	06/17/2010
<b>ID number</b>	20101345930	<b>Form</b>	Limited Liability Company
<b>Periodic report month</b>	June	<b>Jurisdiction</b>	Colorado
		<b>Term of duration</b>	Perpetual
<b>Principal office street address</b>	748 E Industrial Blvd, Pueblo West, CO 81007, United States		
<b>Principal office mailing address</b>	n/a		

Registered Agent	
<b>Name</b>	Robert J Lucero
<b>Street address</b>	748 E Industrial Blvd, Pueblo West, CO 81007, United States
<b>Mailing address</b>	n/a

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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	
04283964-0002	05	0102	017	L	120114	Nov	07	14	2015

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: 453 N COMMERCIAL ST TRINIDAD CO 81082-1907

**THIS LICENSE IS NOT  
TRANSFERABLE**



COLORADO CANNABIS ASSOCIATES LLC  
748 E INDUSTRIAL BLVD  
PUEBLO WEST CO 81007-1552

Executive Director  
Department of Revenue

▲ Detach Here ▲

Letter Id: L0831290048

### Important Verification Process

If you are new to Colorado sales tax visit: [www.Colorado.gov/revenue/salestaxbasics](http://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](http://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](http://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: L0831290048

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](http://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](http://www.TaxSeminars.state.co.us)





**COLORADO**

**Department of Revenue**

Enforcement Division - Marijuana  
455 Sherman Street, Suite 390  
Denver, CO 80203

March 31, 2015

Mark Scarr  
610 W. 12<sup>th</sup> St.  
Marksc01@yahoo.com

Dear Mr. Scarr,

This letter is in response to your March 26, 2015 CORA request regarding ownership of The Spot, located at 748 E. Industrial Blvd., Pueblo West, CO.

The Division does not have a licensee under the name "The Spot," but does have a licensee under the name Colorado Cannabis Associates, LLC., at 748 E. Industrial Blvd., Pueblo West, CO81007 – Medical Marijuana Center, Type 1, License Number 402-00319. Mr. Robert Lucero was first associated with this business on September 12, 2014.

If you have any questions or concerns, please do not hesitate to contact me at 303-205-2360 or via email at [julie.postlethwait@state.co.us](mailto:julie.postlethwait@state.co.us).

Regards,

  
Julie D. Postlethwait  
MED Communications Specialist



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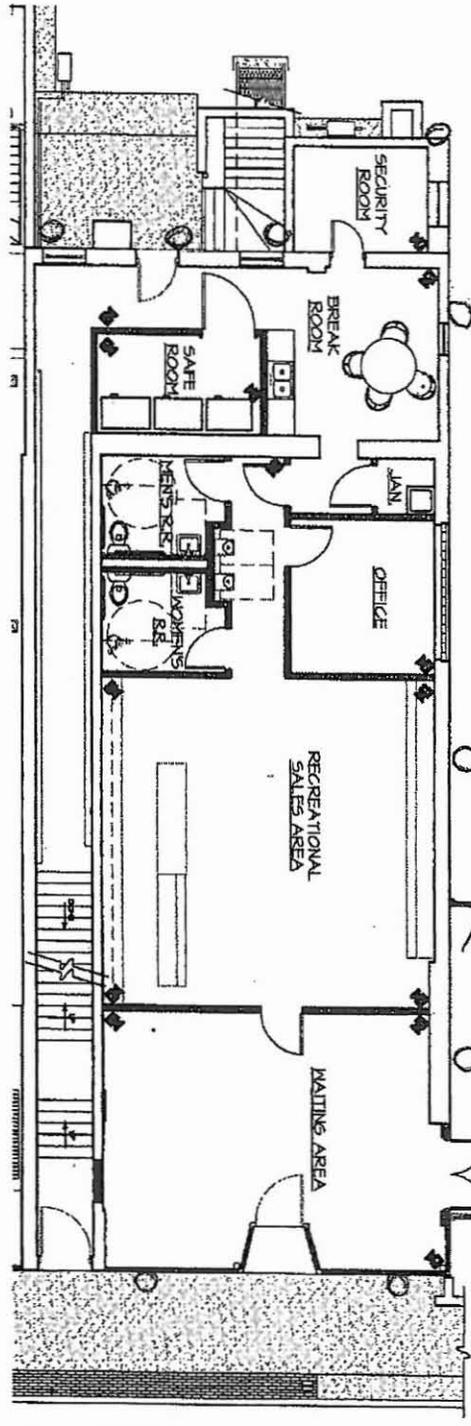
## Confirmation

Details			
Trade name	The Spot 420		
Registrant name	Colorado Cannabis Associates, LLC		
Status	Effective	Formation Date	10/29/2014
ID number	20141664919	Form	Limited Liability Company
Renewal month	n/a	Expiration Date	n/a
Primary residence or usual place of business street address	n/a		
Primary residence or usual place of business mailing address	n/a		

I confirm that I am authorized to make changes.

[Terms and Conditions](#)

**The SPOT at Riverside**  
 Robert Lucero - Owner  
 411 N Commercial Street  
 Thibault, CO



*Camera/lighting locations*

O = EXT LIGHTS

*FUTURE DECK*  
*NO DECK*

**CAMERA PLAN - MAIN FLOOR**  
 1/8" = 1'-0"  
 OCTOBER 28, 2014

*453 COMMERCIAL ST*

**W&A WEDNER & ASSOCIATES, LLC**  
 ARCHITECTURE  
 3011 N. Main St., Suite 205, Pueblo, CO, 81003 Phone: (719) 585-4219



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SF 94-5-04)

**SQUARE FOOTAGE DISCLOSURE**

This disclosure is made to Buyer and Seller pursuant to the requirements of Colorado Real Estate Commission and applies to improved residential real estate. Check applicable boxes below.

Property Address: 449-453 N COMMERCIAL , Trinidad, CO 81082

**1. Licensee Measurement**

Listing Licensee  Has  Has Not measured the square footage of the residence according to the following standard, methodology or manner:

<input type="checkbox"/>	<u>Standard/Methodology/Manner</u>	<u>Date Measured</u>	<u>Square Footage</u>
<input type="checkbox"/>	Exterior measurement	_____	_____
<input type="checkbox"/>	FHA	_____	_____
<input type="checkbox"/>	ANSI	_____	_____
<input type="checkbox"/>	Local standard _____	_____	_____
<input type="checkbox"/>	Other _____	_____	_____

**2. Other Source of Measurement:**

Listing Licensee  Is  Is Not providing information on square footage of the residence from another source(s) as indicated below:

<input type="checkbox"/>	<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/>	Prior appraisal (Date of document)	_____	_____
<input type="checkbox"/>	Building plans (Date of document)	_____	_____
<input checked="" type="checkbox"/>	Assessor's office (Date obtained)	<u>08/11/2014</u>	<u>8,847</u>
<input type="checkbox"/>	Other _____	_____	_____

Measurement is for the purpose of marketing, may not be exact and is not for loan, valuation or other purpose. **If exact square footage is a concern, the property should be independently measured.**

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed on or before the Inspection Objection Deadline of the contract.

By: *Edgar Trommeter & Lisa Woods* 8/12/14  
 Listing Licensee Date  
**Edgar Trommeter & Lisa Woods**

The undersigned acknowledge receipt of this disclosure.

*Michael...* 8/12/14 Seller Date  
**BMK INTERNATIONAL L P**

\_\_\_\_\_  
 Buyer Date



Individual History Record  
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION  
NOT FOR PUBLIC DISCLOSURE

**PLEASE PRINT CLEARLY IN BLACK INK**

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

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

1. Owner/Company Name Colorado Cannabis Associates, LLC  
2. D/B/A (Doing Business As) The Spot  
3. Business address 453 North Commercial, Trinidad, CO 81082  
4. Business License # 402R-00383 (see attached)  
5. Your Full Name (last, first, middle) Robert J. Lucero  
6. List any other names you have used N/A

7. Mailing address (if different from residence) 748 E. Industrial Blvd, Pueblo West, CO 81007  
8. Phone 719-821-3818

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

10. Identify Retail Marijuana Cultivation Facility License, license number, and issuer of said license. #403-00476  
cultivation only at Pueblo location - not Trin. #403R-00206 (attached)

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	<del>REDACTED</del>	<u>Pueblo, CO 81003</u>	<u>2013</u>	<u>present</u>

Previous	<del>REDACTED</del>	<u>Pueblo, CO 81003</u>	<u>2011</u>	<u>2013</u>
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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
A-1 Lawn + Landscaping	748 E. Industrial Blvd. Pueblo, West, CO 81007	owner	1989	2013

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

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

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

Applied to city of Trinidad for retail marijuana store license, but was denied in March of 2015.  
Other current licenses held (attached)

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

① Retail marijuana store license denied by city of Trinidad in March of 2015. (2) There was a violation under the previous owner when I acquired the business. I resolved all of the outstanding issues and the license is currently in good standing.

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

9-6-98: I received a deferred sentence in case 98M664. Case dismissed after successful completion of sentence.

1-19-13: Arrested. No charges filed. Case # 13NF112

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

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



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

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

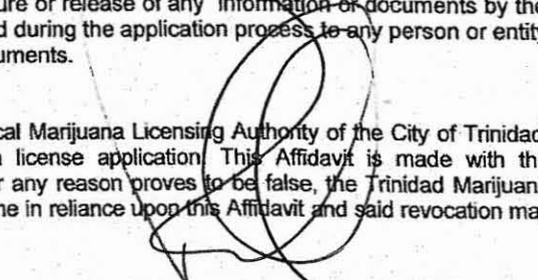
I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the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

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

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

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

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

  
\_\_\_\_\_  
Signature of Applicant

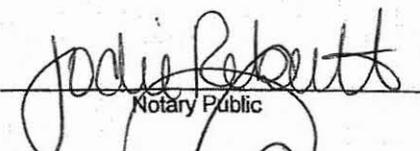
The foregoing Affidavit was subscribed and sworn to before me this 30<sup>th</sup> day of

April, 2015 by Robert J. Lucero

Witness my hand and official seal.

My commission expires Oct 12, 2015

**JODIE ROBERTS**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
My Commission Expires Oct. 12, 2015

  
\_\_\_\_\_  
Notary Public

**Owner/Manager Approval (Required)**

I, Robert J. Lucero Owner/Manager of The Spot  
Owner or Manager's Name Printed Here Business Name Printed Here  
acknowledge and approve the submittal of an application for Robert J. Lucero  
Applicant's Printed Name Here

# STATE OF COLORADO

## DEPARTMENT OF REVENUE



### Marijuana Enforcement Division



### Medical Marijuana Conditional License

**COLORADO CANNABIS ASSOCIATES, LLC**

**THE SPOT**

**748 East Industrial Blvd, Pueblo West, CO 81007**

**Center - Type 1 - 402-00319**

**License Valid Through: 10/01/2015**

**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 200, Denver, CO 80203; in testimony whereof, I have hereunto set my hand.

  
W. Lewis Cook  
Division Director

  
Barbara J. Broff, Executive Director

# STATE OF COLORADO

## DEPARTMENT OF REVENUE



### Marijuana Enforcement Division



### Retail Marijuana Conditional License

**COLORADO CANNABIS ASSOCIATES, LLC**

**THE SPOT**

**748 East Industrial Boulevard, Pueblo West, CO 81007**

**Retail Marijuana Store # 402R-00157**

**Effective Date of License: 01/02/2015**

**License Valid Through: 01/02/2016**

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

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  
Division Director

  
Barbara J. Broni, Executive Director

# STATE OF COLORADO

## DEPARTMENT OF REVENUE



### Marijuana Enforcement Division



### Retail Marijuana Conditional License

**COLORADO CANNABIS ASSOCIATES, LLC**

**NATURES REMEDY WELLNESS**

**748 East Industrial Boulevard, Pueblo West, CO 81007**

**Retail Marijuana Cultivation Facility - 403R-00206**

**Effective Date of License: 01/02/2015**

**License Valid Through: 01/02/2016**

**This license is conditioned upon Local Authority approval, pursuant to section 12-43-4-301(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 Koehn  
Division Director

  
Barbara J. Bron, Executive Director

# STATE OF COLORADO

## DEPARTMENT OF REVENUE



### Marijuana Enforcement Division



### Medical Marijuana Conditional License

**COLORADO CANNABIS ASSOCIATES, LLC**

**NATURES REMEDY WELLNESS**

748 East Industrial Blvd., Pueblo West, CO 81007

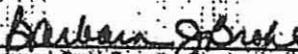
Optional Premises - 403-00476

License Valid Through: 10/01/2015

**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  
Division Director

  
Barbara J. Brohl, Executive Director

# STATE OF COLORADO

## DEPARTMENT OF REVENUE



### Marijuana Enforcement Division



### Retail Marijuana Conditional License

**COLORADO CANNABIS ASSOCIATES, LLC**

**THE SPOT**

**453 North Commercial, Trinidad, CO 81082**

**Retail Marijuana Store - 402R-00383**

**Effective Date of License: December 29, 2014**

**License Valid Through: 12/29/2015**

**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 Kosh  
Division Director

  
Barbara J. Broni, Executive Director

# STATE OF COLORADO

## DEPARTMENT OF REVENUE



### Marijuana Enforcement Division



### Retail Marijuana Conditional License

**COLORADO CANNABIS ASSOCIATES, LLC**

**THE SPOT**

**748 East Industrial Boulevard, Pueblo, CO 81007**

**Retail Marijuana Products Mfg - 404R-00105**

**Effective Date of License: December 29, 2014**

**License Valid Through: 12/29/2015**

**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. Brohi*

Barbara J. Brohi, Executive Director



## PUEBLO COUNTY

State of Colorado

BY THE AUTHORITY OF THE LOCAL LICENSING AUTHORITY

# RETAIL MARIJUANA LICENSE

## Retail Marijuana Store

### COLORADO CANNABIS ASSOCIATES, LLC, dba Nature's Remedy

having applied for a License to sell retail marijuana to customers 21 and older, and having paid the applicable local application and license fees to the County of Pueblo, is hereby licensed to operate a Retail Marijuana Store on the premises located at:

748 E. Industrial Blvd.  
Pueblo West, CO 81007

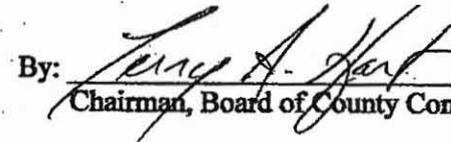
This License is valid through the expiration date shown below unless the License is revoked sooner as provided by law. The License is issued subject to the Laws of the State of Colorado under the provisions of Article XVIII, Section 16, of the State Constitution, Article 43.4 of Title 12, Colorado Revised Statutes, as amended, and the provisions of Pueblo County Code, Chapter 5.12.

IN TESTIMONY WHEREOF, The Local Licensing Authority has hereunto subscribed its name by its officers duly authorized this 16<sup>th</sup> day of January, 2014.

ATTEST:

  
County Clerk & Recorder

*The Local Licensing Authority of Pueblo County*

By:   
Chairman, Board of County Commissioners

**THIS LICENSE EXPIRES: January 16, 2015**



## PUEBLO COUNTY

State of Colorado

BY THE AUTHORITY OF THE LOCAL LICENSING AUTHORITY

# RETAIL MARIJUANA LICENSE

## Contiguous Retail Marijuana Cultivation Facility

### COLORADO CANNABIS ASSOCIATES, LLC, dba Nature's Remedy

having applied for a License to grow and cultivate retail marijuana at a location contiguous with its licensed Retail Marijuana Store, and having paid the applicable local application and license fees to the County of Pueblo, is hereby licensed to operate an Retail Marijuana Cultivation Facility on the premises located at:

748 E. Industrial Blvd.  
Pueblo West, CO 81007

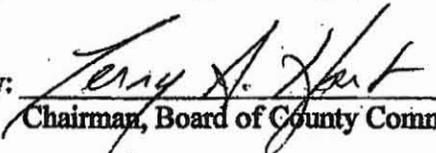
This License is valid through the expiration date shown below unless the License is revoked sooner as provided by law. The License is issued subject to the Laws of the State of Colorado under the provisions of Article XVIII, Section 16, of the State Constitution, Article 43.4 of Title 12, Colorado Revised Statutes, as amended, and the provisions of Pueblo County Code, Chapter 5.12.

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ATTEST:

  
County Clerk & Recorder

*The Local Licensing Authority of Pueblo County*

By:   
Chairman, Board of County Commissioners

**THIS LICENSE EXPIRES: January 16, 2015**



## PUEBLO COUNTY

State of Colorado

BY THE AUTHORITY OF THE LOCAL LICENSING AUTHORITY

### RETAIL MARIJUANA LICENSE

Retail Marijuana Store

#### COLORADO CANNABIS ASSOCIATES, LLC, dba Nature's Remedy

having applied for a License to sell retail marijuana to customers 21 and older, and having paid the applicable local application and license fees to the County of Pueblo, is hereby licensed to operate a Retail Marijuana Store on the premises located at:

748 E. Industrial Blvd.  
Pueblo West, CO 81007

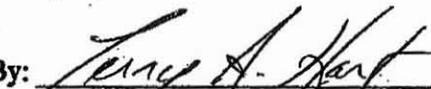
This License is valid through the expiration date shown below unless the License is revoked sooner as provided by law. The License is issued subject to the Laws of the State of Colorado under the provisions of Article XVIII, Section 16, of the State Constitution, Article 43.4 of Title 12, Colorado Revised Statutes, as amended, and the provisions of Pueblo County Code, Chapter 5.12.

IN TESTIMONY WHEREOF, The Local Licensing Authority has hereunto subscribed its name by its officers duly authorized this 16<sup>th</sup> day of January, 2014.

ATTEST:

  
County Clerk & Recorder

*The Local Licensing Authority of Pueblo County*

By:   
Chairman, Board of County Commissioners

**THIS LICENSE EXPIRES: January 16, 2015**

**PUEBLO COUNTY**

State of Colorado  
BY THE AUTHORITY OF THE LOCAL LICENSING AUTHORITY



**MEDICAL MARIJUANA LICENSE**  
Medical Marijuana Center

**COLORADO CANNABIS ASSOCIATES LLC, dba Nature's Remedy**

having applied for a License to sell medical marijuana to registered patients or primary caregivers and having paid the applicable local application and license fees to the County of Pueblo, is hereby licensed to operate a Medical Marijuana Center on the premises located at:

749 E. Enterprise Drive, Pueblo West, CO 81007

This License is valid through the expiration date shown below unless the License is revoked sooner as provided by law. The License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article XVIII, Section 14, of the State Constitution, Article 43.3 of Title 12, Colorado Revised Statutes, as amended, and the resolutions of the County insofar as the same may be applicable.

IN TESTIMONY WHEREOF, The Local Licensing Authority has hereunto subscribed its name by its officers duly authorized this

5<sup>th</sup> day of October, 2013

ATTEST:

County Clerk & Recorder

The Local Licensing Authority of Pueblo County

By:   
Chairman, Board of County Commissioners

**THIS LICENSE EXPIRES: OCTOBER 1, 2014**



# PUEBLO COUNTY

State of Colorado  
BY THE AUTHORITY OF THE LOCAL LICENSING AUTHORITY

## MEDICAL MARIJUANA LICENSE Contiguous Optional Premises Cultivation Operation

### COLORADO CANNABIS ASSOCIATES LLC, dba Nature's Remedy

having applied for a license to grow and cultivate medical marijuana at a location contiguous with its licensed Medical Marijuana Center, and having paid the applicable local application and license fees to the County of Pueblo, is hereby licensed to operate an Optional Premises Cultivation on the premises located at:

749 E. Enterprise Drive, Pueblo West, CO 81007

This License is valid through the expiration date shown below unless the license is revoked sooner as provided by law. The License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article XVIII, Section 14, of the State Constitution, Article 13.3 of Title 12, Colorado Revised Statutes, as amended, and the resolutions of the County insofar as the same may be applicable.

IN TESTIMONY WHEREOF, The Local Licensing Authority has hereunto subscribed its name by its officers duly authorized this

21<sup>st</sup> day of October, 2013

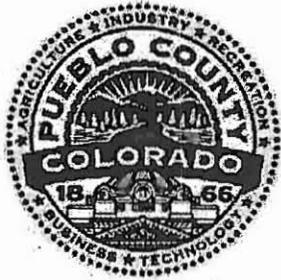
ATTEST:

County Clerk & Recorder

The Local Licensing Authority of Pueblo County

By:   
Chairman, Board of County Commissioners

**THIS LICENSE EXPIRES: OCTOBER 1, 2014**



# PUEBLO COUNTY

State of Colorado

BY THE AUTHORITY OF THE LOCAL LICENSING AUTHORITY

## RETAIL MARIJUANA LICENSE

### Retail Marijuana Store

#### COLORADO CANNABIS ASSOCIATES, LLC, dba The Spot

having applied for a License to sell retail marijuana to customers 21 and older, and having paid the applicable local application and license fees to the County of Pueblo, is hereby licensed to operate a Retail Marijuana Store on the premises located at:

748 E. Industrial Blvd.  
Pueblo West, CO 81007

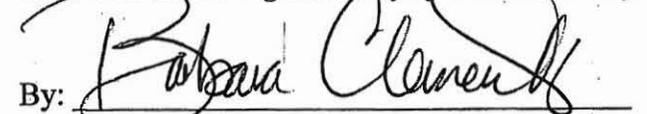
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IN TESTIMONY WHEREOF, The Local Licensing Authority has hereunto subscribed its name by its officers duly authorized this 9<sup>th</sup> day of March 2015.

ATTEST:

  
County Clerk & Recorder

*The Local Licensing Authority of Pueblo County*

By:   
Chair, Liquor & Marijuana Licensing Board

**THIS LICENSE EXPIRES: March 9, 2016**



# PUEBLO COUNTY

State of Colorado

BY THE AUTHORITY OF THE LOCAL LICENSING AUTHORITY

## MEDICAL MARIJUANA LICENSE

### Medical Marijuana Center

#### COLORADO CANNABIS ASSOCIATES, LLC DBA THE SPOT

having applied for a License to sell medical marijuana to registered patients or primary caregivers, and having paid the applicable local application and license fees to the County of Pueblo, is hereby licensed to operate a Medical Marijuana Center on the premises located at:

748 E. Industrial Drive  
Pueblo West, CO 81007

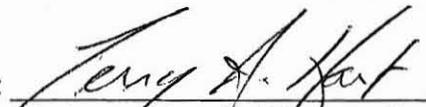
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**IN TESTIMONY WHEREOF**, The Local Licensing Authority has hereunto subscribed its name by its officers duly authorized this 31<sup>st</sup> day of December, 2014.

**ATTEST:**

  
County Clerk & Recorder

*The Local Licensing Authority of Pueblo County*

By:   
Chairman, Board of County Commissioners

**THIS LICENSE EXPIRES: December 31, 2015**



# PUEBLO COUNTY

State of Colorado

BY THE AUTHORITY OF THE LOCAL LICENSING AUTHORITY

## RETAIL MARIJUANA LICENSE Contiguous Retail Marijuana Cultivation Facility

### COLORADO CANNABIS ASSOCIATES, LLC, dba The Spot

having applied for a License to grow and cultivate retail marijuana at a location contiguous with its licensed Retail Marijuana Store, and having paid the applicable local application and license fees to the County of Pueblo, is hereby licensed to operate an Retail Marijuana Cultivation Facility on the premises located at:

748 E. Industrial Blvd.  
Pueblo West, CO 81007

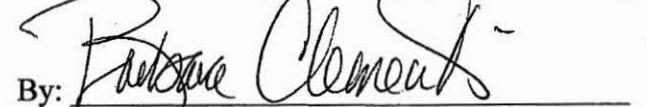
This License is valid through the expiration date shown below unless the License is revoked sooner as provided by law. The License is issued subject to the Laws of the State of Colorado under the provisions of Article XVIII, Section 16, of the State Constitution, Article 43.4 of Title 12, Colorado Revised Statutes, as amended, and the provisions of Pueblo County Code, Chapter 5.12.

IN TESTIMONY WHEREOF, The Local Licensing Authority has hereunto subscribed its name by its officers duly authorized this 9<sup>th</sup> day of March 2015.

ATTEST:

  
County Clerk & Recorder

*The Local Licensing Authority of Pueblo County*

By:   
Chair, Liquor & Marijuana Licensing Board

**THIS LICENSE EXPIRES: March 9, 2016**



# PUEBLO COUNTY

State of Colorado

BY THE AUTHORITY OF THE LOCAL LICENSING AUTHORITY

## MEDICAL MARIJUANA LICENSE Optional Premise Cultivation

### COLORADO CANNABIS ASSOCIATES, LLC DBA THE SPOT

having applied for a License to grow and cultivate medical marijuana at a location contiguous with its licensed Medical Marijuana Center, and having paid the applicable local application and license fees to the County of Pueblo, is hereby licensed to operate an Optional Premises Cultivation on the premises located at:

748 E. Industrial Drive  
Pueblo West, CO 81007

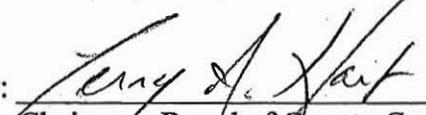
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**ATTEST:**

  
County Clerk & Recorder

*The Local Licensing Authority of Pueblo County*

By:   
Chairman, Board of County Commissioners

**THIS LICENSE EXPIRES: December 31, 2015**



## Trinidad Police Department

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

To Audra Garrett  
From Det Sgt Phil Martin   
February 2, 2015

**RE: Colorado Cannabis Associates, LLC DBA: "The Spot" Robert J Lucero**

**To whom it may concern:**

This agency conducted a background check via various public data bases on the above listed applicant. This agency found one (1) item in his background. This is listed under Pueblo County DKT# 2013M112-Domestic Violence-Case DISMISSED NO CHARGES FILED. I have attached the disposition to this incident.

NO other information was located.

If there are any questions reference this please feel free to contact this agency.

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

COCBI0000  
TCN 014C0000256833

ICN E2015045000000029078

THE ENCLOSED RECORD, DATED 2015/02/15, WITH THE FBI NO. 649633TD3 AND  
NGI CONTROL NUMBER (NCN) E2015045000000029078 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/CO2776481

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 CRIME INFO CTR  
STE 3000  
690 KIPLING ST  
DENVER, CO 80215-8001

THIS RESPONSE IS THE RESULT OF YOUR INQUIRY:

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:

LUCERO, ROBERT JOE  
LUCERO, ROBERT J

PHYSICAL:

SEX: [REDACTED] RACE: [REDACTED] HGT: [REDACTED] WGT: [REDACTED]  
EYE: BRO HAIR: BRO SKN:

DATE(S) OF BIRTH:

[REDACTED]

PLACE(S) OF BIRTH:

CO

SCARS/MARKS:

TAT L ARM

\*\*\*\*\* CRIMINAL HISTORY \*\*\*\*\*

===== Cycle 1 of 1 =====

----- ARREST -----

DATE ARRESTED	01/19/2013
AGENCY	PUEBLO POLICE DEPARTMENT
ARREST NUMBER	220642
NAME USED	LUCERO, ROBERT JOE

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

COCBI0000

ICN E2015045000000029078

THE FOLLOWING FBI IDENTIFICATION RECORD FOR 649633TD3 IS FURNISHED FOR  
OFFICIAL USE ONLY.

DESCRIPTORS ON FILE ARE AS FOLLOWS:

NAME LUCERO, ROBERT JOE

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

BIRTH CITY	BIRTH PLACE
UNREPORTED	COLORADO

PATTERN CLASS  
RS RS LS LS

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

ALIAS NAME(S)  
LUCERO, ROBERT J

END OF COVER SHEET

DATE 02/14/2015

PD TRINIDAD  
2309 E MAIN ST  
TRINIDAD, CO 81082

RE: LUCERO, ROBERT J  
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

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690 KIPLING STREET, SUITE #3000, DENVER, COLORADO 80215 (303)239-4208

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AT ANY GIVEN TIME, A NEW INQUIRY SHOULD BE REQUESTED WHEN NEEDED FOR  
SUBSEQUENT USE.

\*\*\*\*\* IDENTIFICATION \*\*\*\*\*  
NAME(S) USED:

LUCERO, ROBERT JOE  
LUCERO, ROBERT J

PHYSICAL:

SEX: [REDACTED] RACE: [REDACTED] HGT: [REDACTED] WGT: [REDACTED]  
EYE: BRO HAIR: BRO SKN:

DATE(S) OF BIRTH:

[REDACTED]

PLACE(S) OF BIRTH:

CO

SCARS/MARKS:

TAT L ARM

\*\*\*\*\* CRIMINAL HISTORY \*\*\*\*\*  
----- Cycle 1 of 1  
-----

----- ARREST -----

DATE ARRESTED 01/19/2013  
AGENCY PUEBLO POLICE DEPARTMENT  
ARREST NUMBER 220642  
NAME USED LUCERO, ROBERT JOE

CHARGE 01  
CHARGE LITERAL CRIMES AGAINST PERSON FALSE IMPRISONMENT  
FACTUAL BASIS DOMESTIC VIOLENCE  
TYPE/LEVEL MISDEMEANOR  
OFFENSE DATE 01/19/2013

----- PROSECUTION -----

CHARGE 01  
CHARGE LITERAL CRIMES AGAINST PERSON FALSE IMPRISONMENT  
FACTUAL BASIS DOMESTIC VIOLENCE  
TYPE/LEVEL MISDEMEANOR  
OFFENSE DATE 01/19/2013  
PROSECUTION DISPO DATE 04/15/2013  
PROSECUTION DISPO NO FILING BY PROSECUTION  
DOCKET C0512013NF000112

\*\* 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 -----

----- 02/15/2015 05:27MT -----

END OF RECORD

CHARGE 01  
CHARGE LITERAL CRIMES AGAINST PERSON FALSE IMPRISONMENT  
FACTUAL BASIS DOMESTIC VIOLENCE  
TYPE/LEVEL MISDEMEANOR  
OFFENSE DATE 01/19/2013

----- PROSECUTION -----

CHARGE 01  
CHARGE LITERAL CRIMES AGAINST PERSON FALSE IMPRISONMENT  
FACTUAL BASIS DOMESTIC VIOLENCE  
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\*PUNISHABLE AS A FELONY WHEN DONE WITH THE INTENT TO INJURE OR \*  
\*DEFRAUD ANY PERSON. \*

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

----- 02/14/2015 05:51MT -----

Date Printed: 02/02/2015

People Of The State Of Colorado Vs. Lucero, Robert Joe - 1998M664 - Pueblo County

<b>Summary</b>		
<b>Case #:</b> 1998M664 (County)	<b>Location:</b> Pueblo County	<b>Date Filed:</b> 1998-04-06
<b>Case Status:</b> Closed;	<b>Date Case Closed:</b> 1999-02-10	<b>Date of Speedy Trial:</b> N/A
<b>Case Type:</b> Other	<b>Appealed:</b> N	<b>E-Filed:</b> N
<b>Judge or Magistrate:</b> Kathleen K Hearn	<b>Division:</b> 1	<b>Bar Number:</b> 10025
<b>Related Cases:</b> N/A		
<b>Participants</b>		
<b>Party Type:</b> Defendant	<b>Person Status:</b> Wanted ;	
<b>Name:</b> Lucero, Robert Joe	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Birthdate:</b> ██████████ <b>Gender:</b> M <b>Race:</b> W <b>Drivers License:</b> CO ██████████ <b>SSN:</b> ██████████ <b>StateID:</b> ██████████	Active Address ██████████ Pueblo CO 81006  Active Address ██████████ ██████████	<b>Attorney Role:</b> Private Attorney <b>Attorney Name:</b> Naylor, John Richard II <b>Attorney Bar #:</b> 2149 <b>Primary Attorney:</b> Yes
<b>Party Type:</b> Impartial	<b>Person Status:</b> Not Applicable	
<b>Name:</b> Pueblo Animal Shelter,	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Birthdate:</b> <b>Gender:</b> M <b>Race:</b> H <b>Drivers License:</b> <b>StateID:</b> XJ009907	Active Address Re: ██████████  Pueblo CO 81001	
<b>Party Type:</b> The People of the State of CO	<b>Person Status:</b> Not Applicable	
<b>Name:</b> The People Of The State Of Colorado,	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Birthdate:</b> <b>Gender:</b> <b>Race:</b> <b>Drivers License:</b> <b>StateID:</b>		
<b>Charges / Dispositions</b>		
<b>Arresting Agency</b>		
<b>Arresting Agency:</b> Pueblo County Sheriff Dept	<b>Arrest Date:</b>	<b>Arrest Time:</b>

<b>Ticket/Summons Number:</b> 10798		<b>Arrest Number:</b>	<b>Case Number:</b>
<b>Final Disposition on Charges</b>			
<b>Charge Number:</b> 1	<b>Charge:</b> Cruelty To Animals		<b>Status:</b> Dismissed
<b>Offense Date From:</b> 1998-04-04	<b>Offense Date To:</b>	<b>Offense Time:</b> 08:30 PM	
<b>Class:</b> M1 (Class 1 Misdemeanor)	<b>BAC:</b> 0.000	<b>Statute:</b> 18-9-202(1)(a)	
<b>Plea Date:</b> 1999-02-10	<b>Plea:</b> Plea of Guilty		
<b>Disposition Date:</b> 2000-02-10	<b>Disposition:</b> Dismissed After Successful Complete		
<b>Sentence Date:</b> 1999-02-10	<b>Sentence Type:</b> Sentence by Court	<b>Sentence Status:</b> Active	
<b>Victims Assistance Fund</b>	60.00 Dollar Amount	<b>No Consecutive / Concurrent sentences.</b>  <b>Comments:</b> \$150 CONTRIBUTION TO ANIMAL SHELTER. /MAM	
<b>Court Costs</b>	18.00 Dollar Amount		
<b>Victim Compensation Fund</b>	60.00 Dollar Amount		

<b>Hearings/Trials</b>					
Date	Time	Room #	Type/Note	Status	Judge/Bar Number
2000-02-10	05:00 PM	1	End Deferred Jgm/Snt Hearing	Vacated	Kathleen K Hearn (10025)
1999-02-10	01:30 PM	1	Plea Hearing NOTE: PAPER PLEA	Hearing Held	Kathleen K Hearn (10025)
1999-01-29	08:30 AM	1	Disposition Hearing	Hearing Held	Kathleen K Hearn (10025)
1999-01-13	08:30 AM	1	Disposition Hearing	Hearing Held	Kathleen K Hearn (10025)
1998-12-01	03:45 PM	1	Pre-Trial Conference	Hearing Held	Kathleen K Hearn (10025)
1998-09-15	03:15 PM	1	Pre-Trial Conference	Vacated	Kathleen K Hearn (10025)
1998-07-23	08:30 AM	1	Further Proceedings	Hearing Held	Kathleen K Hearn (10025)
1998-06-17	09:00 AM	1	Arraignment	Hearing Held	Kathleen K Hearn (10025)

<b>Other Case Activities</b>		
Date	Code	Details/Notes
1999-02-11	FOTH	Filing Other Copy Of Def's Contribution To Pueblo Animal Shelter In The Amt Of \$150 Filed.
1999-02-10	CLAD	Case Closed

1998-06-22	ENTR	Entry Of Appearance DEF1/ Lucero, Robert Joe ATY/ Naylor, John Richard II Eoa Filed Bya Td /yrm		
1998-04-06	SACF	Summons And Complaint Filed		
<b>Judgments</b>				
No Judgments Information				
<b>Bonds</b>				
No Bonds Information				
<b>Financial Summary</b>				
<b>Registry</b>	<b>Received by Court</b>	<b>Disbursed by Court</b>	<b>Payment in Process</b>	<b>Balance Held by Court</b>
Other Registry	\$150.00	\$150.00	\$0.00	\$0.00
Registry Balance	\$150.00	\$150.00	\$0.00	\$0.00
<b>Accounts Receivable</b>	<b>Amount Owed</b>	<b>Amount Paid</b>	<b>Amount Paid From Related Case</b>	<b>Outstanding Balance</b>
Court Costs	\$18.00	\$18.00	\$0.00	\$0.00
Victim Compensation Fund	\$60.00	\$60.00	\$0.00	\$0.00
Victim's Assistance Fund	\$60.00	\$60.00	\$0.00	\$0.00
Accounts Receivable Balance	\$138.00	\$138.00	\$0.00	\$0.00

Date Printed: 02/02/2015

People Of The State Of Colorado Vs. Lucero, Robert Joe - 2013M112 - Pueblo County

Summary		
<b>Case #:</b> 2013M112 (County)	<b>Location:</b> Pueblo County	<b>Date Filed:</b> 2013-01-22
<b>Case Status:</b> Closed;	<b>Date Case Closed:</b> 2013-04-15	<b>Date of Speedy Trial:</b> N/A
<b>Case Type:</b> Domestic Violence	<b>Appealed:</b> N	<b>E-Filed:</b> N
<b>Judge or Magistrate:</b> Valerie V Haynes	<b>Division:</b> 306	<b>Bar Number:</b> 26288
<b>Related Cases:</b> 2013CV30926 (Pueblo);		
Participants		
<b>Party Type:</b> Defendant		
<b>Person Status:</b> Not Applicable		
<b>Name:</b> Lucero, Robert Joe	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Alias:</b> Lucero, Robert	Active Address 748 E Industrial Blvd Pueblo West CO 81007  Home : (██████████)	
<b>Birthdate:</b> ██████████ <b>Gender:</b> M <b>Race:</b> W <b>Drivers License:</b> CO ██████████ <b>SSN:</b> ██████████ <b>StateID:</b> ██████████		
<b>Party Type:</b> The People of the State of CO		
<b>Person Status:</b> Not Applicable		
<b>Name:</b> The People Of The State Of Colorado,	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Alias:</b>		
<b>Birthdate:</b> <b>Gender:</b> <b>Race:</b> <b>Drivers License:</b> <b>SSN:</b> <b>StateID:</b>		
<b>Party Type:</b> Victim		
<b>Person Status:</b> Not Applicable		
<b>Name:</b> ██████████	<b>Addresses &amp; Phone Numbers</b>	<b>Attorneys</b>
<b>Alias:</b>		
<b>Birthdate:</b> ██████████ <b>Gender:</b> F		

Race: 0  
 Drivers License:  
 SSN:  
 StateID:

Charges / Dispositions		
Domestic Violence Status		
Alleged		
Arresting Agency		
Arresting Agency: Pueblo Police Dept	Arrest Date: 2013-01-19	Arrest Time:
Ticket/Summons Number:	Arrest Number: 220642	Case Number: 1-001140
Arrest Charges		
Charge Number: 1	Charge: Crimes Against Person-see Mis Fal	Status: Arrest Only Charge
Offense Date From: 2013-01-19	Offense Date To:	Offense Time:
Class: UNK (Unknown)	BAC: 0.000	Statute: 18-3-303

Hearings/Trials					
Date	Time	Room #	Type/Note	Status	Judge/Bar Number
2013-01-28	08:30 AM	1	Hearing on Advisement NOTE: BND	Hearing Held	David Lee Lobato (24666)
2013-01-22	11:00 AM	H	Hearing on Advisement NOTE: 2-1/28@830 \$	Hearing Held	Dorothy A Radakovich (14270)

Other Case Activities		
Date	Code	Details/Notes
2013-04-15	CLNC	Closed-no Charges Filed; Expiration Date: 2013-04-15
2013-01-28	CLDM	Case Closed-case Dismissed
2013-01-28	MOTN	Motion For Release Of Bail And Dismissal Of Case /dmf
2013-01-28	MROV	Mandatory Protection Ord Vacat
2013-01-22	ASWA	Affi In Suppt-warrantless Arr
2013-01-22	MROG	Mandatory Protection Ord Grant; Expiration Date: 2014-01-22 DEF1/ Lucero, Robert Joe VIC1/ [REDACTED] MROG The Court finds that the defendant is governed by the Brady Handgun Violence Prevention Act, 18 U.S.C. §922(D)(8) and (g)(8)

		Shall not harrass, injure, molest, intimidate, threaten, retaliate against or tamper with any witness to or victim of the acts you are charged with committing Shall vacate the home of the victim(s) and stay away from any other location the victim(s) is/are likely to be found Shall refrain from contacting or directly or indirectly communicating with the victim(s) Shall not possess or control a firearm or other weapon Shall Not Possess Or Consume Alcoholic Beverages Or Controlled Substances It Is Further Ordered Mpo Is A Condition Of Bond Commit No Other Crimina L Offense
2013-01-22	RSPO	Return Of Service Protect Ord; Expiration Date: 2014-01-22
<b>Judgments</b>		
No Judgments Information		
<b>Bonds</b>		
<b>Bond Status Date:</b> 2013-01-28	<b>Bond Status:</b> Bond Released	
<b>Set Date:</b> 2013-01-22	<b>Set Amount:</b> 1500.00	<b>Set Type:</b> Personal Recognizance
<b>Adjusted Date:</b>	<b>Adjusted Amount:</b> 0.00	
<b>Post Date:</b> 2013-01-22	<b>Post Amount:</b> 1500.00	<b>Post Type:</b> Personal Recognizance
<b>Condition(s):</b> MPO IS A COND OF BOND		
<b>Financial Summary</b>		
No Financial Information		



# 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**  
**May 21, 2015**

A handwritten signature in black ink, appearing to be 'P. Martin', is written over the text of the letterhead.

**RE: Robert Joe Lucero**

**To whom it may concern:**

A check of various data bases available to this agency was checked in regard to the above listed renewal applicant. NO new information was located.

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



# Pueblo County Sheriff's Office

Deputy Report for Incident 98S03229

Nature: Animal Cruelty  
Location: MESA

Address: [redacted] Hwy 50E  
Pueblo CO 81006

Offense Codes: FWKS

Received By: Fouts D

How Received: T

Agency: PCSD

Responding Officers: Davis J, Baker J

Responsible Officer: Davis J

Disposition: SUM 04/06/98

When Reported: 20:17:31 04/04/98

Occurred Between: 20:17:02 04/04/98 and 20:17:02 04/04/98

Assigned To:

Detail:

Date Assigned: \*\*/\*\*/\*\*

Status:

Status Date: \*\*/\*\*/\*\*

Due Date: \*\*/\*\*/\*\*

### Complainant:

Last:

First:

Mid:

DOB: \*\*/\*\*/\*\*

Dr Lic:

Address:

Race:

Sex:

Phone:

City: ,

### Offense Codes

Reported: FWKS Fireworks

Observed:

Additional Offense: FWKS Fireworks

### Circumstances

#### Responding Officers:

Davis J

Unit :

XD18A

Baker J

XD11X

Responsible Officer: Davis J

Agency: PCSD

Received By: Fouts D

Last Radio Log: 21:54:22 04/04/98 CMPLT

How Received: T Telephone

Clearance: RDA Referred to District Attorney

When Reported: 20:17:31 04/04/98

Disposition: SUM Date: 04/06/98

Judicial Status:

Occurred between: 20:17:02 04/04/98

Misc Entry:

and: 20:17:02 04/04/98

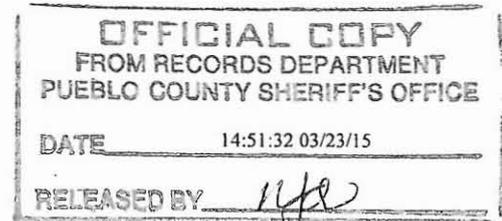
Modus Operandi:

Description :

Method :

### Involvements

Date	Type	Description



**Narrative**

## Incident Investigation Narrative

On 4-4-98 at approximately 8:17 p.m., I, Deputy Joe Davis, was dispatched to 32902 Hwy 50 E (Pueblo County, CO) to a report of fireworks being ignited. Upon arrival, I spoke to [REDACTED]. [REDACTED] said the male party who lives southeast of his residence, which he pointed out to me, was throwing firecrackers and the noise was scaring his [REDACTED] horses.

[REDACTED] said two of his horses jumped the fence and when he caught them, one was limping. [REDACTED] said he told the male party to stop lighting firecrackers, and the male party said, "Fuck your horses, go chase them" and lit more firecrackers. [REDACTED] said the male party is about 5'6" tall and had two children on the porch with him.

I went to the trailer which [REDACTED] pointed out to me (33000 Hwy 50 E). I made contact with a male party that was approximately 5'6" tall. He identified himself as Robert Lucero, DOB 11-5-70. I asked Mr. Lucero if I could come in and talk to him. He opened the door all the way and stepped to the side of the door and I walked in. I explained to him why I was there. Mr. Lucero said he was in bed when I knocked on the door.

A child approximately 8 years old answered. I asked Mr. Lucero who else was in the residence. He said only his nephew (approximately 14 years old). Again, I asked Mr. Lucero about the firecrackers. He said, "They're a bunch of cry babies and whiners." I asked Mr. Lucero for an ID. He became very defensive, saying I barged into his house. Because of his uncooperativeness, I went back to my car and wrote him (Mr. Lucero) a summons #10798, 18-9-202-Cruelty to Animals.

Deputy Baker went back on the porch to have Mr. Lucero sign, which Mr. Lucero said, "I'm not signing anything." I told Mr. Lucero I would have to arrest him if he didn't sign the summons. He then signed the summons. Mr. Lucero then said, "It don't matter, I'll call my lawyer and he will call you tomorrow and I'll call Dan Corsentino." After giving Mr. Lucero his copy of the summons and getting him to calm down, he stuck out his hand and shook my hand.

I returned to [REDACTED] residence and spoke with [REDACTED]. [REDACTED] said [REDACTED] heard the firecrackers exploding and also heard [REDACTED] ask Mr. Lucero to stop throwing the firecrackers.

I did have [REDACTED] fill out a voluntary statement (attached). Deputy Baker did tape record the conversation when I had Mr. Lucero sign the summons. The tape cassette was entered into evidence. For further information, see Deputy Baker's supplement.

Date, Time, Reporting Officer: 4-5-98 4:05 a.m. Deputy Joe Davis

RW/nja/sp/ck/Sun Apr 5 09:12:11 MDT 1998

