AGENDA

TOWN OF PARACHUTE
BOARD OF TRUSTEES REGULAR MEETING
OCTOBER 15, 2015

222 GRAND VALLEY WAY, PARACHUTE, CO
6:30 P.M.

(A) ROLL CALL

(B) PLEDGE OF ALLEGIANCE

(C) APPROVE AGENDA

(D) CONSENT AGENDA:

(1) MINUTES FROM THE SEPTEMBER 17, 2015, REGULAR MEETING – (HAND OUT AT MEETING)
(2) EXPENDITURES PAID IN SEPTEMBER 2015

(E) COMMENTS FROM CITIZENS REGARDING ITEMS NOT ON THE AGENDA

The Board of Trustees welcomes you and thanks you for your time and concerns.
If you wish to address the Board of Trustees, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the Board. Your comments will be limited to **three (3) minutes**. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town Staff for follow-up. Thank you.

PLEASE SILENCE ALL CELL PHONES, PAGERS, AND HAND HELD DEVICES. THANK YOU.

(F) DEPARTMENTAL REPORTS:

(1) Mayor and Board of Trustees ..... Mayor and Trustees
(2) Town Manager Monthly Update ..... Stuart McArthur, Town Manager
(3) Police Department Monthly Update ..... Cary Parmenter, Police Chief
(4) Public Works Monthly Update ..... Mark King, Director of Public Works
(5) Community Development Update ..... Derek Wingfield, Community Development Specialist

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(G) PRESENTATION TO THE BOARD OF TRUSTEES REGARDING THE 2016 RECOMMENDED BUDGET FOR THE TOWN OF PARACHUTE

STAFF: STUART McARTHUR, TOWN MANAGER

(H) PRESENTATION FROM THE STATE OF COLORADO DEPARTMENT OF REVENUE MARIJUANA ENFORCEMENT DIVISION

PRESENTOR: BRIAN DYET, SUPERVISORY INVESTIGATOR–WESTERN COLORADO OFFICE
STAFF: STUART McARTHUR, TOWN MANAGER

(I) BOARD CONSIDERATION OF CHANGE ORDERS TO THE PARACHUTE PARK BOULEVARD PHASE II RECONSTRUCTION PROJECT AND COUNTY ROAD 215 RESURFACING PROJECT CONTRACTS

STAFF: MARK KING, PUBLIC WORKS DIRECTOR

MARK AUSTIN, TOWN ENGINEER

(J) PUBLIC HEARING BEFORE THE TOWN OF PARACHUTE BOARD OF TRUSTEES IN CONSIDERATION OF AN APPLICATION FOR RETAIL LICENSE FOR A MARIJUANA RETAIL STORE AND A RETAIL MARIJUANA PRODUCTS MANUFACTURING FACILITY

APPLICANT/OWNER:	Green Cross Colorado, LLC DBA: The Tumbleweed Dispensary
PROJECT NAME:	Application for license from the Town of Parachute for a retail marijuana store and a retail marijuana products manufacturing facility
PROJECT LOCATION:	150 South Columbine Court, Units 100 and 101 Parachute, CO 81635
LEGAL DESCRIPTION:	Assessor Parcel No: 240707204014 Section: 7 Township: 7 Range: 95 Subdivision: Columbine Commercial Park Lot: 4 Replat of Block 1 of Amended Columbine Commercial Subdivision

STAFF: STUART McARTHUR, TOWN MANAGER
JEFFREY CONKLIN, TOWN ATTORNEY

(K) PUBLIC HEARING BEFORE THE TOWN OF PARACHUTE BOARD OF TRUSTEES IN CONSIDERATION OF AN APPLICATION FOR RETAIL LICENSE FOR A MARIJUANA RETAIL STORE

APPLICANT/OWNER:	Buds, LTD
PROJECT NAME:	Application for license from the Town of Parachute for a retail marijuana store.
PROJECT LOCATION:	104 Cardinal Way Parachute, CO 81635
LEGAL DESCRIPTION:	Assessor Parcel No: 240912400013 Section: 12 Township: 7 Range: 96 A TR IN THE SE

STAFF: STUART McARTHUR, TOWN MANAGER
JEFFREY CONKLIN, TOWN ATTORNEY

(L) OTHER MATTERS

(1) Thank you letter from Grand Valley High School
(2) Thank you letter from High County Retired Senior Volunteer Program
(3) Letter from Colorado State Department of Local Affairs – Notification of Grant Award

(M) EXECUTIVE SESSION – THIS ITEM WILL BE DELETED FROM THE AGENDA IF NO EXECUTIVE SESSION IS REQUIRED.

(N) MOTION TO ADJOURN

Adjourned at: _____ p.m.

EXPENDITURES PAID IN SEPTEMBER 2015		Check	Check
Payee or Description	Date	Number	Amount
Payflex Health Hub CDM Ref. # 29	9/8/2015	1	$779.87
Payflex Health Hub CDM Ref# 30	9/14/2015	2	$313.17
Payflex Health Hub HRA Reimbursment CDM Ref.#31	9/21/2015	3	$1,634.05
Payflex Health Hub CDM Ref. # 32	9/29/2015	4	$3,885.56
WELLS FARGO MERCHANT SERVICES	9/10/2015	5	$379.60
FEDERAL WITHHOLDING PAYABLE	9/15/2015	6	$32,920.13
FEDERAL WITHHOLDING PAYABLE	9/30/2015	7	$35,021.18
AFLAC	9/1/2015	20190	$657.93
CEBT	9/1/2015	20191	$17,980.10
DEPENDABLE WASTE SERVICES	9/1/2015	20192	$4,617.00
FIRE AND POLICE PENSION ASSOC.	9/1/2015	20193	$1,722.07
KANSAS CITY LIFE INS.	9/1/2015	20194	$649.96
LIBERTY NATIONAL LIFE INSURANCE CO.	9/1/2015	20195	$151.78
ORCHARD TRUST COMPANY, LLC	9/1/2015	20196	$2,384.03
WHITE RIVER TREE SERVICE	9/2/2015	20197	$2,000.00
WHITE RIVER TREE SERVICE	9/2/2015	20198	$2,000.00
360 ELECTRIC, LLC	9/8/2015	20199	$47,377.36
ALLY	9/8/2015	20200	$2,162.63
ALLY	9/8/2015	20201	$3,081.96
BATTLEMENT MESA METROPOLITAN DISTRICT	9/8/2015	20202	$12,663.00
DAZZIO & PLUTT, LLC	9/8/2015	20203	$9,500.00
DEREK WINGFIELD	9/8/2015	20204	$161.03
DESKTOP CONSULTING, INC.	9/8/2015	20205	$546.27
EUROBUNGY COLORADO	9/8/2015	20206	$2,750.00
FIKES WEST, INC.	9/8/2015	20207	$96.00
H&K TRUCKING, LLC	9/8/2015	20208	$6,550.80
HILL AND ROBBINS P.C.	9/8/2015	20209	$98.71
JUANITA WILLIAMS	9/8/2015	20210	$137.87
KONICA MINOLTA	9/8/2015	20211	$712.60
MARK KING	9/8/2015	20212	$377.20
PARACHUTE/BM PARKS & REC	9/8/2015	20213	$100.00
PAYFLEX SYSTEMS, USA INC.	9/8/2015	20214	$150.00
R & S SALES & WELDING SERVICE	9/8/2015	20215	$12.00
SAFEBUILT, INC.	9/8/2015	20216	$128.37
SOUTHWESTERN SYSTEMS, INC	9/8/2015	20217	$21,249.50
STEVEN A. NOFZIGER	9/8/2015	20218	$75.00
STUART S. MCARTHUR	9/8/2015	20219	$623.60
TOWN OF PARACHUTE - PETTY CASH	9/8/2015	20220	$84.53
UNCC	9/8/2015	20221	$58.63
FIRE AND POLICE PENSION ASSOC.	9/16/2015	20223	$1,722.07
ORCHARD TRUST COMPANY, LLC	9/16/2015	20224	$2,384.03
AUSTIN CIVIL GROUP, INC.	9/23/2015	20225	$5,207.32
BETTER CITY	9/23/2015	20226	$15,000.00
CITY OF GLENWOOD SPRINGS	9/23/2015	20227	$14,693.44
COLORADO MT. NEWS MEDIA	9/23/2015	20228	$58.19

DESKTOP CONSULTING, INC.	9/23/2015	20229	$1,021.98
FIKES WEST, INC.	9/23/2015	20230	$96.00
GONZALES EVENTS, LLC	9/23/2015	20231	$400.00
HILL AND ROBBINS P.C.	9/23/2015	20232	$5.95
JAY KETCHEM & FRIENDS	9/23/2015	20233	$800.00
KARP, NEU, HANLON P.C.	9/23/2015	20234	$10,214.67
KONICA MINOLTA	9/23/2015	20235	$731.86
PAYFLEX SYSTEMS, USA INC.	9/23/2015	20237	$150.00
PINNACOL ASSURANCE	9/23/2015	20238	$6,395.00
RIFLE ANIMAL SHELTER	9/23/2015	20239	$300.00
SAFEBUILT, INC.	9/23/2015	20240	$91.41
SNOB PRODUCTIONS INC	9/23/2015	20241	$7,000.00
SWALLOW OIL COMPANY	9/23/2015	20242	$100.54
WELLS FARGO	9/23/2015	20243	$7,500.00
WELLS FARGO	9/23/2015	20244	$5,000.00
AFLAC	9/29/2015	20245	$657.93
CASELLE INC	9/29/2015	20246	$525.33
CHEMPLIANCE, INC.	9/29/2015	20247	$1,206.03
GRAND VALLEY HIGH SCHOOL	9/29/2015	20248	$150.00
KANSAS CITY LIFE INS.	9/29/2015	20249	$649.96
RESOURCE ENGINEERING INC	9/29/2015	20250	$2,738.88
RIFLE CREEK GOLF COURSE	9/29/2015	20251	$100.00
WELLS FARGO	9/29/2015	20252	$1,000.00
UNIVAR USA INC.	9/30/2015	20259	$877.82
APRIL WEEKS	9/30/2015	20260	$552.00
EUROBUNGY COLORADO	9/30/2015	20261	$2,750.00
GO FUN ENTERTAINMENT	9/30/2015	20262	$4,815.00
WILLY WANNA JUMP	9/30/2015	20263	$2,135.00
WEX, INC.	9/14/2015	70100014	$2,229.78
XCEL ENERGY	9/28/2015	70100015	$7,457.39
UMB	9/25/2015	70100016	$9,963.80
TOTAL			**$332,474.87**

Town of Parachute

A Safe Place to Land

Stuart S. McArthur, Town Manager

Integrity • Respect • Teamwork • Pride • Innovation • Diversity

222 Grand Valley Way • Parachute, CO 81635 • (970) 285-7630

DATE: **October 15, 2015**

TO: **Board of Trustees**

FROM: **Stuart S. McArthur, Town Manager**

SUBJECT: **TOWN MANAGER MONTHLY REPORT – OCTOBER 2015**

The purpose of this memo is to report to the Board of Trustees the activities of the Town during the past month and to review issues for upcoming meetings.

1. Sales tax report showing current month (September receipt for July sales) sales tax and comparing the last three years is attached to this report. You will note that sales tax YTD is down nearly 18.5% from last year at this time. We are down 22.36% from the 2015 budgeted amount. I am watching this trend carefully and necessary actions are being taken to reduce expenditures.

   At this point, I am still projecting general sales tax at $750,000 for 2016 – a 30% reduction from the 2015 budgeted amount and a 29% reduction from the 2014 actual receipts.

2. The 2015 Budget Tracking Report Summary is also attached. Through August 66.67% of the year has passed. The budget is tracking well. We are being very conservative in our spending. Overall the projected ending fund balances are good, with the exception of the Wastewater Fund. The Town experienced a large hit (nearly $40,000) due to a sludge problem that was encountered during the jetting of the lines. A supplemental may be required later in the year. I will keep an eye on it.

4. We are making some changes in how we do things financially to reduce costs and become more efficient:

   a. Utilizing bill pay and auto pay, saving checks, envelopes, toner, and postage.

   b. Charging all bills that we can to a UMB Purchasing Card that pays back 2.0% for all transactions. So far we are averaging about $200 pay back. This also reduces check, enveloped, toner and postage.

c. The on-line bill pay function is up and running on the web site. It should make it much easier and more convenient for residents to pay their utility bills and other payments. There is about a convenience fee for using a credit card, but often it is equal to or less than a stamp or the gas used to drive to Town hall.

d. We have acquired and received the accounting software ASYST that the Board learned about last meeting. This will enable us to save on our service contract and modules from Caselle, our current software provider. Moving to ASYST will also allow us to clean up our general ledger and accounts to more closely mirror how government accounting should be done.

3. To get a better handle on the potential impact of the marijuana businesses in the Town, I have met with BBC, a consulting firm out of Denver to request a more detailed and specific economic projection. The cost of this study will be $12,500, a portion of which will be deducted from the contractual amount of Better City. The study we intend to have completed goes beyond the recommendation from Better City and will provide us with pertinent economic data.

   Several firms were contacted to quote this project. Only BBC and Canna Consulting Group responded. One firm had a conflict of interest. Another determined they could function better as a sub-contractor for another firm. We selected BBC for two reasons:

   - First, both Davis and I have worked with BBC in prior lives and have seen the quality of their work.
   - Secondly, BBC is a firm out of Denver, a Colorado company that participated in the economic projections for the State of Colorado. Canna Consulting is a firm out of Seattle, Washington. We felt it best to go with a Colorado company that understand Colorado law, government, and economy.

4. Oktoberfest turned out to be a great event. The crowds we were expecting did not turn out, but the two-day event was the biggest in the history of the Town. The concert was fantastic and the events on Saturday were enjoyed by many from the community.

   I would like to thank the Board of Trustees for their support of the event. Most of you that were able spent multiple hours both Friday and Saturday. The public noticed your presence.

   Most of all I want to give a "shout out" to **Derek Wingfield** for his countless hours spent in preparing for this event and pulling it successfully off. Of course, as usual, the event could never have been accomplished without the never-tiring work of Public Works, especially Bud Walker and Mark King. Chief Parmenter were instrumental in keeping the peace and ensuring safety throughout the weekend.

   Others that need to be recognized are: The Board of Directors of the Chamber of Commerce (Susan Nichols-Alvis, Monique Speakman, Deb Wolchek, Terry Kirk, and Vinnie Tomasulo); Mary Lee Mohrlang, and Alpine Bank Staff. Many other people volunteered throughout the event and their service was greatly appreciated.

5. I have spoken to a representative from WPX Energy. She informed me that the CEO of the

company is still working out the details of future plans for WPX. The primary purpose in her call was to inform me that part of their plan might be selling some of their properties in the Piceance Basin. The purpose would be to help pay down the debt that was incurred in buying properties in the Permian Basin in Texas and New Mexico. They do not know what the impact of the sale of property will be, but they believe that a company would not spend the capital to acquire the properties just to abandon them.

WPX has one rig still active in the valley. That number will probably not change in the foreseeable future. At this point, they are not certain where the drilling will occur, but they do intend to drill within the Niobrara Formation, so the drilling time will be longer since they will be going much deeper.

6. The Williams Company has been bought out by Energy Transfer Corporation. Energy Transfer is a Texas-based company that began in 1995 as a small intrastate natural gas pipeline operator and is now one of the largest and most diversified investment grade master limited partnerships in the United States. Growing from roughly 200 miles of natural gas pipelines in 2002 to approximately 71,000 miles of natural gas, natural gas liquids (NGLs), refined products, and crude oil pipelines today.

7. Garfield Clean Energy Collaborative (GCE) held a special Board meeting on October 1 to meet with Jeff Ackermann of the State of Colorado Energy Office seeking ideas for ongoing funding sources for the committee.

   GCE is moving into its budget season for 2016 and is seeking a contribution from the Town of $2,500, equal to the amount contributed in 2015. Is it the Board's desire to continue to support GEC and its county-wide efforts to identify and encourage ongoing renewable energy resources and the development of such in the County?

8. A new business is opening in Town. ABR (Always Below Retail) will sell Costco overstock items and a discounted price. It will be located in the shopping center with Old Mountain Gifts.

9. An affidavit requesting an election to recall four (4) Board members was received on Monday October 5th. The Board members that they intend to recall are: Roy McClung, Mayor; Tim Olk, Trustee; Tom Rugaard, Trustee; and John Loschke, Trustee.

   The Town has certified the petition. The designated committee is seeking signatures. Once the Town Clerk has certified the signatures against the list of registered voters, I will place an item on the agenda for the Board to consider calling an election. According to the Town Charter, the Board must call an election no fewer than 60 days from that date.

10. The meeting schedule for the Board and Planning & Zoning Commission for the rest of the year is as follows:

Board of Trustees	Planning and Zoning Commission
November 19th – Regular Meeting	November 12th – Regular Meeting
December 10th – Special Meeting to Adopt 2016 Budget	
December 17th – Regular Meeting	

11. Upcoming Issues:

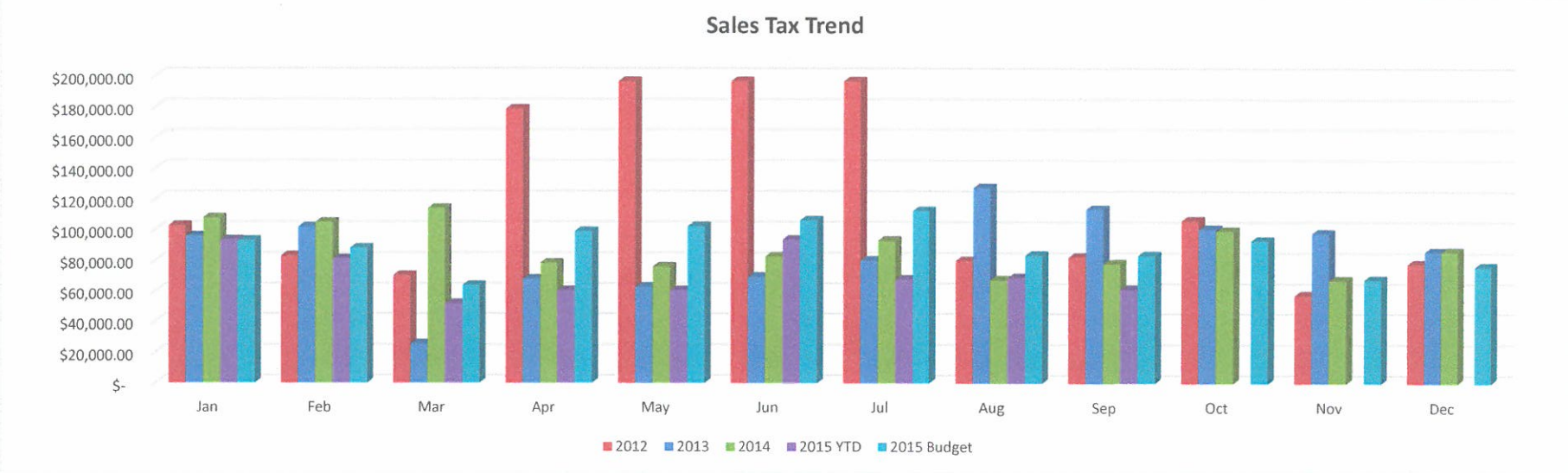
a. Agenda Items:
   i. Water rate issue for those residents without irrigation access.
   ii. Bee ordinance
   iii. Rabbits ordinance
   iv. Annexation zoning
   v. Survey and easements for Town water/electric/road facilities within the Battlement Mesa Company property
   vi. Board meeting to adopt the 2016 Budget on December 10 (special meeting due to deadline for certification of mill levy to Garfield County before December 15th)
   vii. Applications for marijuana establishments
   viii. Applications for land use review for special use and re-zoning.

If you have questions or concerns, contact me at 970.285.7630 or stuartmc@parachutecolorado.com.

Town of Parachute
Sales Tax Trend Analysis - 2015

		Actuals								
Month Received	**Month Paid***	**2012**	**2013**	**2014**	**2014 YTD 2015**	**2015 YTD**	**2015 Budget**	**% Over / -Under Budget**	**YTD % Compared to 2014**	**Actual Compared to Budget**
Jan	Nov	$ 102,462.53	$ 95,706.59	$ 107,541.87	$ 107,541.87	$ 93,340.02	$ 93,034.20	0.33%	-13.21%	0.33%
Feb	Dec	$ 82,967.67	$ 101,588.06	$ 104,702.30	$ 104,702.30	$ 81,163.74	$ 88,027.22	-7.80%	-22.48%	-7.80%
Mar	Jan	$ 70,051.54	$ 25,564.29	$ 113,904.74	$ 113,904.74	$ 51,821.09	$ 63,761.46	-18.73%	-54.50%	-18.73%
Apr	Feb	$ 178,676.32	$ 67,891.55	$ 78,277.62	$ 78,277.62	$ 60,420.09	$ 98,857.22	-38.88%	-22.81%	-38.88%
May	Mar	$ 196,401.77	$ 62,753.99	$ 75,764.05	$ 75,764.05	$ 60,555.16	$ 101,923.05	-40.59%	-20.07%	-40.59%
Jun	Apr	$ 196,401.77	$ 69,165.79	$ 82,490.46	$ 82,490.46	$ 93,419.42	$ 105,921.28	-11.80%	13.25%	-11.80%
Jul	May	$ 196,401.77	$ 79,877.98	$ 92,727.04	$ 92,727.04	$ 67,717.37	$ 112,296.42	-39.70%	-26.97%	-39.70%
Aug	Jun	$ 79,785.87	$ 127,189.55	$ 67,447.53	$ 67,447.53	$ 68,804.28	$ 83,512.60	-17.61%	2.01%	-17.61%
Sep	Jul	$ 82,319.43	$ 113,405.91	$ 77,887.19	$ 77,887.19	$ 61,204.69	$ 83,265.97	-26.49%	-21.42%	-26.49%
Oct	Aug	$ 105,816.61	$ 100,377.26	$ 99,147.71	$ -		$ 92,921.78	-100.00%		
Nov	Sep	$ 57,266.18	$ 97,548.24	$ 67,147.25	$ -		$ 67,547.54	-100.00%		
Dec	Oct	$ 77,708.49	$ 85,800.99	$ 86,001.23	$ -		$ 75,931.28	-100.00%		
Total		**$ 1,426,259.95**	**$ 1,026,870.20**	**$ 1,053,038.99**	**$ 800,742.80**	**$ 638,445.86**	**$ 1,067,000.00**		**-18.47%**	**-22.36%**

* There is a two month delay of when sales tax paid and when received by the Town.



2015 BUDGET TRACKING REPORT SUMMARY

				% OF YEAR PASSED		75.00%		
LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
	GENERAL FUND							
GENERAL FUND REVENUES								
1	General Property Tax	$ 305,721	$ 368,100	$ 403,172	$ 379,982	103.23%	$ (11,882)	1
2	Town Sales Tax	1,038,860	1,067,000	860,031	663,242	62.16%	403,758	2
3	Other Taxes	235,978	195,840	210,337	131,760	67.28%	64,080	3
4	Licenses and Permits	32,741	9,100	70,598	45,336	498.20%	(36,236)	4
5	Intergovernmental	464,502	377,500	495,448	386,698	102.44%	(9,198)	5
6	Planning & Zoning	1,896	2,200	25,538	24,988	1135.82%	(22,788)	6
7	Fines / Forfietures	70,807	70,000	73,534	58,198	83.14%	11,802	7
8	Miscellanious / Special	109,133	64,850	77,579	57,092	88.04%	7,758	8
9	**Total General Fund Revenues**	**$ 2,259,638**	**$ 2,154,590**	**$ 2,216,237**	**$ 1,747,296**	**81.10%**	**$ 407,294**	**9**
GENERAL FUND EXPENDITURES								
10	Salaries / Wages	$ 659,224	$ 711,220	$ 630,750	$ 468,137	65.82%	$ 243,083	10
11	Benefits	314,546	321,630	272,806	199,399	62.00%	122,231	11
12	Supplies	207,807	284,620	277,860	186,114	65.39%	98,506	12
13	Services	150,714	309,873	401,441	219,818	70.94%	90,055	13
14	Capital Outlay	64,599	47,850	23,919	11,159	23.32%	36,691	14
15	Transfers to Other Funds	5,152,640	824,030	824,030	618,023	75.00%	206,008	15
16	Other	17,990	167,560	71,318	29,228	17.44%	138,332	16
17	**Total General Fund Expenditures**	**$ 6,567,520**	**$ 2,666,783**	**$ 2,502,124**	**$ 1,731,877**	**64.94%**	**$ 934,906**	**17**
GENERAL FUND BALANCE ANALYSIS								
18	Beginning Fund Balance	$ 5,495,295	$ 1,187,368	$ 1,187,368				18
19	TOTAL REVENUES	2,259,638	2,154,590	2,216,237				19
20	TOTAL EXPENDITURES	6,567,565	2,666,783	2,502,124				20
21	Annual Net	(4,307,927)	(512,193)	(285,886)				21
22	**Ending Available Fund Balance**	**$ 1,187,368**	**$ 675,175**	**$ 901,481**				**22**

2015 BUDGET TRACKING REPORT SUMMARY

				% OF YEAR PASSED		75.00%		
LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
			WATER FUND					
WATER FUND REVENUES								
23	Water Utility Receipts	$ 280,565	$ 330,000	$ 342,689	$ 256,241	77.65%	$ 73,759	23
24	Irrigation Utility Receipts	30,362	20,000	34,367	31,184	155.92%	(11,184)	24
25	Late Fees / Penalties	2,364	500	1,797	1,672	334.45%	(1,172)	25
26	Irrigation Tap Fees	-	-	-	-	#DIV/0!	-	26
27	Water Tap Fees	-	-	-	-	#DIV/0!	-	27
28	Transfers from Other Funds	26,250	35,000	35,000	26,250	75.00%	8,750	28
29	Grants	-	-	68,166	68,166	#DIV/0!	(68,166)	29
30	Other	46	50	36	96	191.68%	(46)	30
31	**Total Water Fund Revenues**	**$ 339,587**	**$ 385,550**	**$ 482,055**	**$ 383,609**	**99.50%**	**$ 1,941**	**31**
WATER FUND EXPENDITURES								
32	Salaries / Wages	$ 106,969	$ 132,500	$ 119,219	$ 89,434	67.50%	$ 43,066	32
33	Benefits	48,174	51,990	48,238	36,314	69.85%	15,676	33
34	Supplies	145,298	115,200	90,654	69,813	60.60%	45,387	34
35	Services	7,449	12,880	10,284	9,058	70.33%	3,822	35
36	Debt Service	17,798	37,620	33,541	29,041	77.19%	8,579	36
37	Capital Outlay	20,936	205,600	83,023	82,302	40.03%	123,298	37
38	Other	-	33,760	-	-	0.00%	33,760	38
39	**Total Water Fund Expenditures**	**$ 346,624**	**$ 589,550**	**$ 384,958**	**$ 315,962**	**53.59%**	**$ 273,588**	**39**
WATER FUND BALANCE ANALYSIS								
40	Beginning Fund Balance	$ 202,480	$ 117,884	$ 117,884				40
41	TOTAL REVENUES	339,589	385,550	482,055				41
42	TOTAL EXPENDITURES	424,185	589,550	384,958				42
43	Annual Net	(84,596)	(204,000)	97,097				43
44	**Ending Available Fund Balance**	**$ 117,884**	**$ (86,116)**	**$ 214,981**				**44**

2015 BUDGET TRACKING REPORT SUMMARY

				% OF YEAR PASSED		75.00%		
LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
			WASTEWATER FUND					
WASTEWATER FUND REVENUES								
45	Wastewater Utility Receipts	$ 210,748	$ 220,000	$ 210,812	$ 154,620	70.28%	$ 65,380	45
46	Late Fees / Penalties	30	30	-	-	0.00%	30	46
47	Wastewater Tap Fees	-	-	40	32	#DIV/0!	(32)	47
48	Transfers from Other Funds	-	22,000	22,000	16,500	75.00%	5,500	48
49	Grants	-	-	-	-	#DIV/0!	-	49
50	Other	-	-	-	-	#DIV/0!	-	50
51	**Total Wastewater Fund Revenues**	**$ 210,778**	**$ 242,030**	**$ 232,851**	**$ 171,153**	**70.72%**	**$ 70,877**	**51**
WASTEWATER FUND EXPENDITURES								
52	Salaries / Wages	$ 25,559	$ 28,820	$ 23,192	$ 17,268	59.91%	$ 11,553	52
53	Benefits	10,646	10,670	8,578	6,465	60.59%	4,205	53
54	Supplies	189,162	175,720	194,746	148,081	84.27%	27,639	54
55	Services	4,563	13,370	8,522	6,983	52.23%	6,387	55
56	Debt Service	-	2,000	2,163	1,442	72.09%	558	56
57	Capital Outlay	448	10,200	-	-	0.00%	10,200	57
58	Other	-	1,250	-	-	0.00%	1,250	58
59	**Total Wastewater Fund Expenditures**	**$ 230,378**	**$ 242,030**	**$ 237,201**	**$ 180,238**	**74.47%**	**$ 61,792**	**59**
WASTEWATER FUND BALANCE ANALYSIS								
60	Beginning Fund Balance	$ 53,700	$ 7,300	$ 7,300				60
61	TOTAL REVENUES	210,778	242,030	232,851				61
62	TOTAL EXPENDITURES	257,178	242,030	237,201				62
63	Annual Net	(46,400)	-	(4,350)				63
64	**Ending Available Fund Balance**	**$ 7,300**	**$ 7,300**	**$ 2,950**				**64**

2015 BUDGET TRACKING REPORT SUMMARY

				% OF YEAR PASSED				
							75.00%	
LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
	STREETS AND ALLEYS FUND							
STREETS AND ALLEYS FUND REVENUES								
65	Specific Ownership Tax	$ 21,427	$ 30,000	$ 22,640	$ 17,240	57.47%	$ 12,760	65
66	HUTF Tax	42,492	35,000	42,663	33,913	96.89%	1,087	66
67	County Road and Bridge Tax	37,809	88,900	50,796	49,746	55.96%	39,154	67
68	Transfers from Other Funds	160,000	160,000	160,000	120,000	75.00%	40,000	68
69	Grants	-	-	-	-	0.00%	(1)	69
70	Other	6,072	8,000	5,752	4,402	55.02%	3,599	70
71	**Total Streets and Alleys Fund Revenues**	**$ 267,800**	**$ 321,900**	**$ 281,850**	**$ 225,300**	**69.99%**	**$ 96,599**	**71**
STREETS AND ALLEYS FUND EXPENDITURES								
72	Salaries / Wages	$ 98,545	$ 100,840	$ 72,336	$ 56,469	56.00%	$ 44,371	72
73	Benefits	45,008	42,780	29,783	23,442	54.80%	19,338	73
74	Supplies	74,403	94,150	72,857	55,579	59.03%	38,571	74
75	Services	5,046	7,130	793	730	10.24%	6,400	75
76	Capital Outlay	-	3,000	2,770	2,049	68.31%	951	76
77	Other	-	74,000	-	-	0.00%	74,000	77
78	**Total Streets and Alleys Fund Expenditures**	**$ 223,003**	**$ 321,900**	**$ 178,540**	**$ 138,270**	**42.95%**	**$ 183,630**	**78**
STREETS AND ALLEYS FUND BALANCE ANALYSIS								
79	Beginning Fund Balance	$ -	$ 44,798	$ 44,798				79
80	TOTAL REVENUES	267,800	321,900	281,850				80
81	TOTAL EXPENDITURES	223,002	321,900	178,540				81
82	Annual Net	44,798	-	103,310				82
83	**Ending Available Fund Balance**	**$ 44,798**	**$ 44,798**	**$ 148,108**				**83**

2015 BUDGET TRACKING REPORT SUMMARY

				% OF YEAR PASSED				
							75.00%	
LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
	CAPITAL IMPROVEMENT FUND							
CAPITAL IMPROVEMENT FUND REVENUES								
84	Transfers from Other Funds	$ 1,925,000	$ 595,000	$ 595,000	$ 446,250	75.00%	$ 148,750	84
85	Other	-	200,000	606,300	-	0.00%	200,000	85
86	**Total Capital Improvement Fund Revenues**	**$ 1,925,000**	**$ 795,000**	**$ 1,201,300**	**$ 446,250**	**56.13%**	**$ 348,750**	**86**
CAPITAL IMPROVEMENT FUND EXPENDITURES								
87	Salaries / Wages	$ -	$ -	$ -	$ -	#DIV/0!	$ -	87
88	Benefits	-	-	-	-	#DIV/0!	-	88
89	Supplies	-	-	-	-	#DIV/0!	-	89
90	Services	-	-	-	-	#DIV/0!	-	90
91	Capital Outlay	1,261,712	1,546,720	1,546,236	76,411	4.94%	1,470,309	91
92	Other	-	-	-	-	#DIV/0!	-	92
93	**Total Capital Improvement Fund Expenditures**	**$ 1,261,712**	**$ 1,546,720**	**$ 1,546,236**	**$ 76,411**	**4.94%**	**$ 1,470,309**	**93**
CAPITAL IMPROVEMENT FUND BALANCE ANALYSIS								
94	Beginning Fund Balance	$ 870,839	$ 1,534,127	$ 1,534,127				94
95	TOTAL REVENUES	1,925,000	795,000	1,201,300				95
96	TOTAL EXPENDITURES	1,261,712	1,546,720	1,546,236				96
97	Annual Net	663,288	(751,720)	(344,936)				97
98	**Ending Available Fund Balance**	**$ 1,534,127**	**$ 782,407**	**$ 1,189,190**				98

Town of Parachute

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Cary Parmenter, Police Chief

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September, 2015

On September 26th we held our second Prescription Drug Take Back of the year, which was set up at the Town Hall parking lot along with members of the Neighborhood Watch group who was holding a Shred and BBQ.

We were hoping for a larger group of attendees than showed up, but it got the word out and we look forward to next year.

I spent a lot of time in September preparing for the Oktoberfest, sending out requests for mutual aid and securing a command post for our deployment. I was very pleased with the support we received from the Garfield County Sheriff's Office, Rifle Police Department and the Silt Police Department for sending us officers who volunteered their time to help out.

I will be sending out thank you letters to Sheriff Lou Vallario, Chief John Dyer and Chief Levy Burris, for lending us officers.

Oktoberfest was a success on our part, there was only one incident where officers had to remove someone from the concert Friday. Saturday there were no incidents at the venue.

I am also pleased to report that there were no DUI arrests made Friday or Saturday, the transportation plan worked out very well with bussing people to and from the event.

Calls for service 2014: **577**
Calls for service 2015: **568**

Thank You

Cary Parmenter
Police Chief

PARACHUTE POLICE DEPARTMENT

POLICE ACTIVITY BLOTTER FOR SEPTEMBER 2015

DATE	SUMMARY
09/01/15	**Traffic Violation** An Officer conducted a traffic stop in the 100 Block of Cardinal Way. Randall Francis, 22, of Parachute, was summoned for No CO DL, and Defective Muffler.
09/02/15	**Theft** Officers were called to Pioneer Trailer Park on a report of theft. The case is ongoing.
09/03/15	**Theft** Officers were called to the 200 Block of 4th Street on a report of tampering with the city meter. Robert Roberson, 57 of Parachute was summoned for Theft.
09/04/15	**DUI-D** An Officer conducted a traffic stop in the 200 Block of Callahan Avenue. Max Crook, 32, of Parachute was summoned for Suspicion of DUI-Drugs, No Proof insurance, driving with an expired license, and failure to display lamps as required.
09/04/15	**Liquor violation** While on the previous traffic stop the officer determined that Jamie Pearsall, 36 and Homeless had an open container of Ethyl Alcohol in a motor vehicle. She was released on a summons.
09/04/15	**Warrant** An Officer conducted a traffic stop in the 200 Block of Callahan Avenue. Max Crook, 32, of Parachute was arrested for an outstanding warrant.
09/05/15	**DUI** Officer conducted a traffic stop in the 300 block of Green Street, Edgar Rios, 45, of Lakewood, CO was arrested for Suspicion of DUI, No License Plate Light, DUR- Revoked for Alcohol, Open container of alcohol in motor vehicle, drove defective/unsafe vehicle, and no insurance. He was also arrested on an outstanding warrant.
09/05/15	**Underage Possession** An Officer conducted a traffic stop on 300 block of Cardinal Way. The driver, Francisco Muenton Ramos, 18, of Battlement Mesa was summoned for violating the restrictions on his Instructional Permit, and No License Plate Light.

PARACHUTE POLICE DEPARTMENT

09/05/15 **DUI**

Officer conducted a traffic stop on the I-70 on-ramp at mm 75. The driver, Darien McKenna, 21, of Silt, CO was arrested for suspicion of DUI-Drugs, Failure to provide proof of insurance, unlawful possession of a schedule II controlled substance, unlawful use of a controlled substance, possession of an illegal weapon, and defective muffler.

09/05/15 **DUI**

Officer conducted a traffic stop in the 100 Block of Cardinal Way. Christine Reader of Grand Junction was arrested for Suspicion of DUI-Drugs, Open Container of Marijuana in a motor vehicle, and no front license plate.

09/06/15 **Traffic Violation**

Officer conducted a traffic stop in the 200 Block of Callahan Street. Yesenia Garica, 29, of Denver was summoned for Open Container of Alcohol in a motor vehicle, Violated restrictions on instruction permit, and improper signal.

09/07/15 **DUI-D**

Officer conducted a traffic stop at Cardinal Way and Grand Valley Way. Michele Braden, 42 of Parachute, CO was arrested for suspicion of DUI-D, Unlawful Possession of a Schedule II controlled Substance, Unlawful use of a Controlled Substance, Open Marijuana Container, Weaving, and Possession of Drug Paraphernalia.

09/07/15 **Harassment**

Officers were called to 200 Colorado Avenue on a report of harassment. The report was unfounded.

09/08/15 **Traffic Violation**

Officer conducted a traffic stop on Railroad Avenue and 1st Street. Shawn Clark, 39, of Silt, CO was summoned for driving a defective vehicle, and Driving While License under Restraint.

09/09/15 **Warrant**

Officers were called to 252 Green Street on a report of theft. The tenant in the room Kenneth Abbott, 50, of Glenwood Springs was arrested for an outstanding warrant.

09/09/15 **Traffic Violation**

Officers conducted a traffic stop on the I-70 on-ramp at MM 75. William Swanson 70, of Marble, CO was summoned for Expired Registration.

PARACHUTE POLICE DEPARTMENT

09/09/15 **Traffic Violation**

Officer conducted a traffic stop on Co Rd 300 and Grand Valley Way. Edward Smith, 24 of Battlement Mesa was summoned for driving an unregistered vehicle and missing/defective tail lamp.

09/11/15 **Menacing**

Officers were called to the 200 block of Green Street on a report of a disturbance. Daniel Martin, 26, of Parachute, was arrested for menacing, Harassment, Criminal Mischief, and Resisting arrest.

09/11/15 **DUI**

Officer conducted a traffic stop on Grand Valley way and Creek St. The juvenile driver was arrested for Suspicion of DUI-D and failed to display lamps as required. Two other juveniles were summoned for MIP of Marijuana.

09/11/15 **Traffic Violation**

Officer conducted a traffic stop on Co Rd 300 at Cardinal Way. Paulo Pena, 22, of Battlement Mesa, was arrested for driving while license revoked as a habitual traffic offender, and no license plate light.

09/12/15 **DUI**

An Officer conducted a traffic stop on I-70 at the 76 mm. The driver, Antonio Cisneros, 20 of Glenwood Springs, was arrested for Suspicion of DUI, Open Marijuana container, speeding 10-19 mph over the limit and open alcoholic beverage container in a motor vehicle. His passenger, Carlos Estrada was also summoned for MIP of Alcohol.

09/12/15 **Recovered Stolen**

Officer recovered a stolen vehicle in the 200 Block of Railroad Avenue. The suspect Shawn Hansen was arrested for driving a vehicle while revoked as a habitual traffic offender, aggravated motor vehicle theft, and theft.

09/12/15 **Burglary**

Officer on the previous call witnessed the alarm at a business in the 300 block of E 1st street go off, along with deputies in the area they arrested Phillip Stubblefield, 35, of Glenwood Springs after a brief foot pursuit. Stubblefield was charged with suspicion of Burglary, possession of Burglary Tools, and Theft.

09/15/15 **Unattended Death**

Officers were called to St. Johns Circle on a person down. Victim was pronounced deceased at the scene. Coroner ruled the death natural causes.

PARACHUTE POLICE DEPARTMENT

09/15/15 **Violation of Court Order**

Officer was called to 200 Colorado Avenue on a report of a violation of a protection order. Michelle Hellenbeck, 42, of Rifle, was arrested for Violation of Protection Order and taken to GCSO Jail.

09/16/15 **Warrant**

Officer Conducted a Traffic stop on I-70. Derek Baxter, 30 of Rifle was arrested on an outstanding warrant he was transported to GCSO jail and housed.

09/16/15 **DUI/DUI-D**

Officer conducted a traffic stop on I-70 at mm 75. Michael York, 21, Homeless, was arrested for Suspicion of DUI, Failed to provide proof of insurance, and No License Plate Light.

09/18/15 **Warrant**

Officers were notified of a party staying in the 200 Block of Green Street with warrants. Officers contacted Richard Richey, of Parachute, and arrested him on his six outstanding warrants. He was taken to GCSO jail and housed.

09/18/15 **Warrant**

Officers were notified of a party at the Park and Ride in Parachute with a warrant. Officers arrived and arrested Gary McAlary, 48 on an outstanding warrant. He was transported to GCSO.

09/18/15 **DUI**

Officer conducted a traffic stop on Co Rd 300 and Co Rd 300 A. Jose Lobo 39 of Parachute was arrested for Suspicion of DUI-D, Child Abuse, and weaving. He was transported to GCSO jail.

09/18/15 **DUI**

Officer conducted a traffic stop on Co Rd 300 and Co Rd 300 A. Michael Anderson, 30 of Parachute was arrested for Suspicion of DUI-D, and driving a defective/unsafe vehicle.

09/18/15 **DUI**

Officer conducted a traffic stop on Co Rd 300 and Cardinal Way. Isaac Brehm, 22, of DeBeque was arrested for Suspicion of DUI-D, no license plate lights, and a warrant.

09/18/15 **Drug Violation**

Officer conducted a traffic stop on Co Rd 300 and Cardinal Way. Isaac Brehm, 22, of Debeque was arrested for Suspicion of DUI-D, no license plate lights, and a warrant. While completing the inventory of the vehicle prior to tow, a large amount of suspected narcotics were discovered on his passenger Jonathan Balderston, 21 also of DeBeque. He was arrested subsequently for suspicion of Distribution of Schedule II Controlled substance, possession of drug paraphernalia, and introducing contraband into the jail 1st degree.

09/19/15 **Alcohol Violation**

Officer conducted a traffic stop on Co Rd 215 at about the 1 mile marker. Adolfo Duran-Villa, 20, of Edwards, CO was summoned for MIP of Alcohol.

09/22/15 **Drug Violation**

Officers were called to the 800 Block of Cardinal way on a possible overdose. No criminal charges were filed.

09/22/15 **Vehicle Pursuit**

Officers were advised that a Garfield County Sheriff's Deputy was in pursuit of a vehicle traveling at 100 mph approaching Parachute; an Officer responded and blocked the I-70 exit ramp at the 75.

09/23/15 **Assault**

Officers were called to 200 Colorado Avenue on a report of a cold assault. The case investigation remains ongoing.

09/23/15 **DUI**

Officer conducted a traffic stop on Co Rd 300 and Co Rd 300A. Michael Tobat, 36 of Broussard, LA was arrested for Suspicion of DUI, and failure to display lights when required.

09/23/15 **DUI**

Officer conducted a traffic stop on Co Rd 300 and I-70. Lander Bogan, 18 of Rifle was arrested for Suspicion of DUI-Drugs, possession of Drug Paraphernalia, Open Container of Marijuana in a motor vehicle, and Defective License plate light.

09/24/15 **Theft**

Officer was called to the 300 block of E 1st Street on a report of a theft.

09/24/15 **Domestic**

Officers were called to 200 Colorado Avenue on a report of a domestic assault. Jason Gustin, 38, of Parachute was arrested for Domestic Violence, and Harassment.

PARACHUTE POLICE DEPARTMENT

09/25/15 **DUI**

Officer conducted a traffic stop on Co Rd 300 and Cardinal Way. Robert Chilton was arrested for suspicion of DUI, driving under restraint, failed to provide proof of insurance, and no license plate light.

09/26/15 **DUI**

Officer conducted a traffic stop on I-70 at mm 72. Aaliyah Abdur Rahman, 18, of Aurora, CO was arrested for Suspicion of DUI-D, reckless endangerment and Speeding 25-39 mph over the speed limit. Her passenger Bryan Hendricks, 18, of Aurora was arrested for suspicion of Violation of a Restraining order, Unlawful Possession of a Controlled Schedule IV substance, Possession of more than 4 oz of Marijuana, Violation of Bail Bond Conditions, Prohibited use of weapons, and possession of weapons by previous offenders. Her other two passengers, Trequise Benson, 18 of Denver, and a Juvenile female were summoned for MIP.

09/26/15 **DUI**

Officer conducted a traffic stop at Co Rd 300 and Cardinal Way. Luis Pena, 22 of Parachute was arrested for Suspicion of DUI-D and Failure to Dim Headlights.

09/28/15 **Domestic Violence**

Officer was called to 200 Colorado Avenue on a report of harassment. Donald Gates, 33 of Grand Junction, CO was charged by warrant with Domestic Violence and Harassment.

09/28/15 **Animal Complaint**

Dog was recovered at Cottonwood Park and taken to Rifle Animal Shelter.

09/30/15 **DUI**

Officer conducted a traffic stop in the 200 block of Columbine Ct. Benjamin Gibbs, 43 of Eureka CA was arrested for Suspicion of DUI-D and failure to use a turn signal.

25 Traffic Citations September 2015

56 Case Reports in September 2015

38 Case Reports in September 2014

21 Case Reports in September 2013

369 case reports YTD

(283 case reports total in 2014)

Town of Parachute

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Mark King, Public Works Director

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Date: October 15th 2015
To: Board of Trustees
From: Mark King, Public Works Director
Subject: October monthly report

Public Works Project Updates:

The excavation and stabilization portion of the Parachute Park Boulevard project has been completed. The south end of Parachute Park Boulevard had several soft spots that needed more attention than original bid and needed additional excavation to stabilize the soil and has resulted in overages in excavation and material cost.

The milling of County Road 215 is complete and will start the resurfacing after the asphalt is completed on Parachute Park Boulevard.

Due to the unforeseen overages on Parachute Park Blvd.; I had to postpone the Diamond Ave repair due to funding shortfalls. We will close off Diamond Ave to through traffic due to safety concerns. Encana employees will still be allowed to access their parking area from Diamond Ave.

Octoberfest had Public Works hopping the month of September working on parking lots, concert area and tent setup. We were fortunate to be able to have an additional eight inmates and guard for the final week prior to the big event. Public Works logged 31 hours of volunteer time and 21 hours of actual overtime during the weekend festivities.

Irrigation will be turned off and blown out starting October 15th, weather permitting.

Town of Parachute

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Derek Wingfield, Community Development

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Date: October 15, 2015

To: Board of Trustees

From: Derek Wingfield, Community Development

Subject: Community Development Monthly Report- September 2015/Oktoberfest

I have been very busy; successfully I might add, driving all Town staff crazy for the last month. The final product of Oktoberfest was busy and you should know the Town staff, was a great deal of help. Public Works helped during the push almost to the point of only doing Oktoberfest work between fence going up and mowing operations to present the Town to the visitors.

I have prepared you all a preliminary revenue/expenditure report. It is not the final numbers but very close. At the end of the day, I do believe we were successful in the goal of driving business in our Town. I have spoken with most of our hotel managers and they were packed over the weekend. Comfort Inn and Days Inn both reported being far busier than normal even into the Sunday night capacity.

We did come up short on revenue and attendance, and I can come up with millions of reasons why which really does not provide any positive help. That being said you cannot be successful in events without risk and sometimes it takes a couple tries to reach profitability. Speaking with Jon Osborne (the bearded guitarist), our show was amazing and well ran. We talked numbers and we were far more successfully even on revenues than several venues they have recently played.

Thank you for letting me head this project this year, I hope you have faith in the future with the event. If we continue to grow the event the sky is the limit on its possibilities.

PS NO INJURIES YEA!!

Revenue 2015

	Job	Payment Terms	Due Date
		Due upon receipt	

Qty	Description	Unit Price	Line Total
1.00	Columbine Ford	$ 500.00	$ 500.00
1.00	Alpine Bank	2,500.00	2,500.00
1.00	Caerus	5,000.00	5,000.00
1.00	Swallow Oil Company	600.00	600.00
1.00	H Dentistry	501.00	501.00
1.00	Linn Operating Inc.	1,000.00	1,000.00
1.00	Encana	1,000.00	1,000.00
1.00	Chamber	10,000.00	10,000.00
1.00	URSA	1,000.00	1,000.00
1.00	2-Oct	9,604.00	9,604.00
1.00	3-Oct	6,768.25	6,768.25
1.00	Alpine bank deposits	5,765.19	5,765.19

Subtotal	$ 44,238.44
Sales Tax	
Total	**$ 44,238.44**

Oktoberfest Expenses

Qty	Item #	Description	Unit Price	Discount	Line Total
1.00		Go Fun Entertainment	$ 4,000.00		$ 4,000.00
1.00		Fireworks West Internationale	12,000.00		12,000.00
1.00		William Morris Endeaveor	7,500.00		7,500.00
1.00		William Morris Endeaveor	5,000.00		5,000.00
1.00		Jay Ketchem & Friends	1,000.00		1,000.00
1.00		Ty Morgan	3,000.00		3,000.00
1.00		JC Excavating	2,000.00		2,000.00
1.00		Snob Productions Inc.	7,000.00		7,000.00
1.00		Rifle Creek Golf Course	100.00		100.00
1.00		Euro Bungy	2,750.00		2,750.00
1.00		Euro Bungy	2,750.00		2,750.00
1.00		Willie Wanna Jump	2,130.00		2,130.00
1.00		Gonzales Events, LLC	400.00		400.00
1.00		Jay Ketchem & Friends	800.00		800.00
1.00		Go Fun Entertainment	4,815.00		4,815.00
1.00		Brothers Osborne	5,000.00		5,000.00
1.00		Jon Pardi	7,500.00		7,500.00
1.00		Citadel	4,799.25		4,799.25
1.00		Redi Services	910.00		910.00
1.00		BD signs	2,322.00		2,322.00
1.00		BD signs	292.00		292.00
1.00		KMBC	3,000.00		3,000.00
1.00		Align Multimedia LLC	350.00		350.00
1.00		Central Distributing	2,742.00		2,742.00
1.00		Hotel	1,327.53		1,327.53
1.00		Golf	56.00		56.00
1.00		Breakfast/act	145.00		145.00
1.00		Family Dollar	33.00		33.00
1.00		Copy Copy/Badges	196.64		196.64
1.00		Counters	45.69		45.69
1.00					
1.00		Ice	47.50		47.50
1.00		First String	900.00		900.00
			Total Discount		
				Subtotal	$ 84,911.61
				Sales Tax	
				Total	$ **84,911.61**

Town of Parachute

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Stuart S. McArthur, Town Manager

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DATE: **October 15, 2015**

TO: **Town of Parachute Board of Trustees**

FROM: **Stuart S. McArthur, Town Manager**

SUBJECT: **TOWN OF PARACHUTE 2016 BUDGET MESSAGE**

I am pleased to present to the Mayor, Board of Trustees, and the residents of the Town the 2015 Budget for the Town of Parachute, Colorado. This budget provides a sound financial plan to provide the best possible municipal services for the residents of the Town. The budget generally maintains the current service levels with continued plans to increase street maintenance.

This budget was prepared based upon the best knowledge at hand, including, but not limited to:

- Actual 2014 revenues and expenditures;
- Actual and estimated 2015 revenues and expenditures;
- 2016 and beyond economic outlook;
- Goals and objectives of the Board; and
- The best interests of the residents.

First of all, I would like to thank the staff of the Town of Parachute for their work toward preparation of this product. Secondly, I would like to express gratitude to the Mayor and the Board of Trustees for their continued direction and support of the Town and its staff.

The 2016 budget is balanced for ALL funds. In this case balanced means that Sources of Funds (revenues and fund balance) is equal to or greater than projected Uses of Funds (expenditures and transfers).

Sources of Funds	$	5,008,540
Uses of Funds	$	4,788,950
FTE		16.35

The following table illustrates the total sources of funding for all Town funds.

Fund Name	2016 Budget	Fund Balance	Total Sources of Funds
General Fund	$ 2,382,240	$ -	$ 2,382,240
Water Enterprise Fund	436,850	54,040	490,890
Wastewater Enterprise Fund	225,530	-	225,530
Street and Alley Fund	309,460	-	309,460
Garbage Enterprise Fund	56,000	-	56,000
Parks and Recreation Enterprise Fund	-	-	-
Grant Fund	-	-	-
Conservation Trust Fund	3,030	66,660	69,690
Parachute Capital Improvement Fund	748,500	710,020	1,458,520
Debt Service Fund	-	-	-
Reserve Fund	15,210	-	15,210
Federal Assets Forfeiture Fund	1,000	-	1,000
Total Revenues	**$ 4,177,820**	**$ 830,720**	**$ 5,008,540**

General Fund revenues are relatively flat. Offsetting increases and decrease involve:

- Property Taxes
- Sales Taxes
- Marijuana Sales Taxes
- Building Permit Fees
- Severance Taxes
- Federal Mineral Lease Funds
- Special Events Revenues

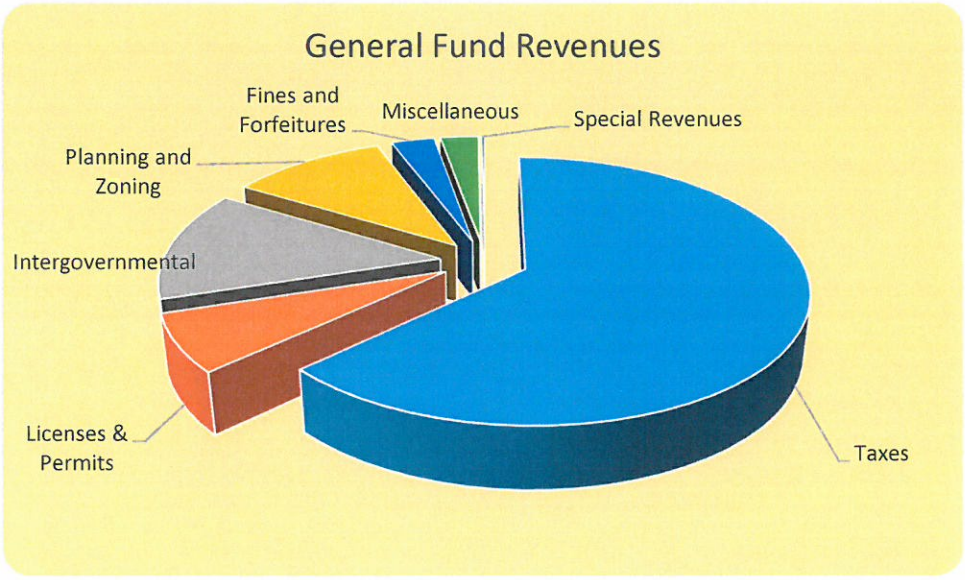
Sales taxes are projected to be down from the 2015 budget by over 30.0%, $750,000 versus $856,215 in 2015 and $1,038,860 in 2014. Assessed values are down by approximately $800,000. Since the Board of Trustees approved Ordinance 683 that permitted the establishment of retail marijuana sales in the Town, I have forecast revenues of $200,000 based on the projections made by the various retail applicants that plan to open for business in early 2016. Building Permit Fees are anticipated to be increased by 836% due to increased construction for the retail marijuana businesses and other building. Due to the downturn of the natural gas industry, I am anticipating much lower Severance Tax and Federal Mineral Lease funding from the Colorado State Department of Local Affairs – an expected decline of nearly $100,000. Although Oktoberfest did not turn a profit in 2015, we anticipate a bigger event with larger crowds in 2016. In addition, we plan to sponsor a Latino themed event in the spring of 2016 in response to our ever increasing population of Latinos.

One significant note is that if the retail marijuana were not to continue to be allowed, this 2016 budget will have to be amended significantly down. If the marijuana excise tax on cultivation is

passed, we could add as much as $400,00 to a full year ($200,000 for one half of 2016).

DESCRIPTION	2016 Budget	2016 Change 2014 Actuals	2015 Budget	2015 Projected
General Property Tax	$ 395,630	14.14%	-2.75%	10.07%
Town Sales Tax	750,000	-38.51%	-42.27%	-14.16%
Town Use Tax	50,000	-18.67%	-2.00%	-11.30%
Lodging Tax	100,000	-33.27%	-33.27%	-32.45%

Taxes continue to be the largest majority of the General Fund revenues. Sales taxes represent nearly 49.9% of the total revenue. The General Property Tax is 16.6 % of the total General Fund revenues.



One major Source of Funds identified in the 2015 budget was fund balance. That is not the case in the 2016 Budget. No Fund Balance is currently being transferred to any other fund from the General Fund. At the beginning of 2016, it is estimated that the General Fund available balance will be nearly of $1.0 million. In 2014, an established policy amount, $3.0 million was transferred from the General Fund to the Reserve Fund. This amount represents two (2) years of General Fund operating funds. In addition, the TABOR 3.0% Emergency Reserve ($56,600) is maintained in the new fund. An estimated remaining available fund balance in the General Fund at the end of 2016 will be $1.1 million.

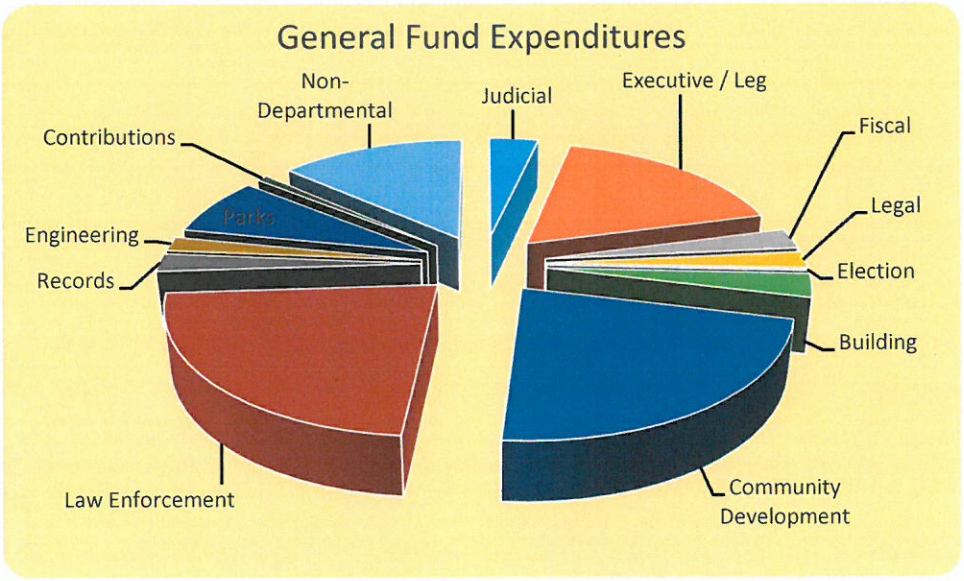
Use of fund balance in other funds is as follows:

Fund	Purpose	Amount
Water Fund	Capital Projects	$ 54,040
Conservation Trust Fund	Contingency	66,660
Capital Improvement Fund	Capital Projects	710,020

Expenditures

The graph below illustrates that a major portion of the General Fund is spent on Law Enforcement, and Community Development These amounts represent the allocation for the Parachute Police Department to provide for the public safety of the Town residents and for the upkeep and economic development of the Town, respectively.

The Town created another fund in 2014 called the Streets and Alleys Fund for the purpose of being able to track specifically how much is spent on street maintenance. Revenues related to roads and highways have been removed from the General Fund and allocated directly to streets and alleys. These revenues are:



- Specific Ownership Tax
- M.V. Special Assessment
- Highway User Tax
- County Road & Bridge Property Tax Shareback

In addition, a transfer of $160,000 has been budgeted from the General Fund to cover the costs of street maintenance for the Town.

The following table illustrates the Uses of Funds for the entire Town.

Uses of Funds

General Fund	$ 2,179,740
Water Enterprise Fund	490,890
Wastewater Enterprise Fund	223,650
Street and Alley Fund	309,460

Uses of Funds	
Garbage Enterprise Fund	56,000
Parks and Recreation Enterprise Fund	-
Grant Fund	-
Conservation Trust Fund	69,690
Parachute Capital Improvement Fund	1,458,520
Debt Service Fund	-
Reserve Fund	-
Federal Assets Forfeiture Fund	1,000
Total Expenditures	**$ 4,788,950**

Two other funds were created in the 2015 budget: The Capital Improvement Fund and the Debt Service Fund. These funds have been established to meet the requirements that capital and debt service expenditures for governmental funds need to be expended out of specific funds for the designated purpose.

Additionally, two more funds are recommended to be created in the 2016 Budget:

1. Parks and Recreation Enterprise Fund – to set the Town up to be able to run parks and recreation programs and issue debt to get projects off the ground.
2. Grants Fund – to account appropriately for the recipient of grant awards.

Again, thank you for your support. The coming year promises to be one of positive things for the Town of Parachute.

If you have questions, please contact me at 970.285.7630, x-106 or at my e-mail address of stuartmc@parachutecolorado.com.

SSMc

2016 BUDGET GENERAL FUND SUMMARY

GENERAL FUND REVENUES

DESCRIPTION	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
General Property Tax	$ 305,721	$ 368,100	$ 355,796	$ 387,085	$ 358,045	23.82%
General Property Tax - Capital	33,969	38,640	-	-	37,585	2.50%
Specific Ownership Tax	-	-	-	-	-	0.00%
Town Sales Tax	1,038,860	1,067,000	594,438	856,215	750,000	49.91%
Town Sales Tax - Marijuana	-	-	-	-	200,000	13.31%
Town Excise Tax - Marijuana	-	-	-	-	-	0.00%
County Sales Tax	58,720	50,000	15,529	15,529	-	0.00%
Town Use Tax	614	1,000	22,870	40,120	50,000	3.33%
Lodging Tax	133,274	100,000	77,854	132,454	100,000	6.65%
Cigarette Tax	6,654	6,000	4,438	7,058	7,000	0.47%
Pen. & Int. Del. Tax	2,747	200	189	256	200	0.01%
Total Taxes	**1,580,559**	**1,630,940**	**1,071,114**	**1,438,716**	**1,502,830**	**100.00%**
LICENSES & PERMIT REVENUES						
Franchise Revenue	4,302	2,500	2,989	3,918	7,500	4.49%
Liquor Licenses	2,405	1,000	1,019	1,340	1,000	0.60%
Sign Permit Fees	141	100	112	163	100	0.06%
Building Permit Fees	2,548	500	5,983	16,033	150,000	89.71%
P.D. Misc. Fees	19,815	1,100	5,217	5,418	4,000	2.39%
Certified VIN Inspections	60	100	-	-	100	0.06%
Animal Licenses	285	250	383	415	400	0.24%
Miscellaneous Revenues	75	50	410	412	100	0.06%
Business Licenses	2,035	2,500	2,010	2,203	2,500	1.50%
Marijuana Applications	-	-	15,000	30,000	-	0.00%
Contractors Licenses	1,075	1,000	1,425	1,582	1,500	0.90%
Total Licenses & Permits	**32,741**	**9,100**	**34,547**	**61,484**	**167,200**	**100.00%**
INTERGOVERNMENTAL REVENUES						
State Mineral Serverance	139,776	140,000	-	166,609	113,290	35.04%
State Shared Mineral Lease	324,726	175,000	1,572	216,339	175,000	54.13%
M.V. Special Assessment	-	-	-	-	-	0.00%
EIAF Colo - DOLA Grant	-	62,500	3,750	87,500	35,000	10.83%
Highway User Tax Fund	-	-	-	-	-	0.00%
Federal Mineral Leasing District	-	-	-	25,000	-	0.00%
County Road & Bridge Fund	-	-	-	-	-	0.00%
Total Intergovernmental	**464,502**	**377,500**	**5,322**	**495,448**	**323,290**	**100.00%**
PLANNING & ZONING REVENUES						
Planning & Zoning Fees	1,801	2,000	-	750	2,000	0.79%
Economic Development	-	-	-	-	-	0.00%
Street Impact Fees	-	-	-	-	-	0.00%
P & Z Charges for Services	95	200	250	317	200	0.08%
Special Events Donations/Revs	-	-	21,086	59,586	250,000	
Main Street Cont Program	-	-	-	-	-	0.00%
Total Planning and Zoning	**1,896**	**2,200**	**21,336**	**60,653**	**252,200**	**0.87%**
FINE & FORFEITURE REVENUES						
Municipal Court Fines	60,396	60,000	44,074	61,482	60,000	85.11%
Municipal Court Surcharge	10,135	10,000	6,590	9,201	10,000	14.18%
Credit Card Fee	277	-	775	1,036	500	0.71%
Total Fines and Forfeitures	**70,807**	**70,000**	**51,438**	**71,718**	**70,500**	**99.29%**
MISCELLANEOUS REVENUES						
Charges for Services	2,482	2,250	25	1,056	1,500	2.43%
Rental Income	7,920	6,700	6,210	7,917	10,000	16.18%
Credit Card Fee	408	200	193	227	200	0.32%
Oil / Gas Lease	80,067	50,000	38,449	62,449	50,000	80.88%
Photo Copy Sales	77	100	108	133	120	0.19%
Light the Way Project	-	-	-	-	-	0.00%
Refund of Expenditures	-	-	488	488	-	0.00%
Admin. Fee Trans. Water	-	-	-	-	-	0.00%
Admin. Fee Trans. Sewer	2,797	-	-	-	-	0.00%
Admin. Fee Trans. Garbage	-	-	-	-	-	0.00%
Total Miscellaneous	**93,750**	**59,250**	**45,473**	**72,270**	**61,820**	**100.00%**

DESCRIPTION	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
SPECIAL REVENUES						
Interest Revenues	5,392	5,500	3,044	4,244	4,000	90.91%
Financing Resources	-	-	-	-	-	0.00%
Grant - P.D. Reimbursements	-	-	4,625	4,625	-	
Sale of Fixed Asset	-	-	-	-	-	0.00%
Misc. Revenues	9,991	100	411	411	400	9.09%
Total Special Revenues	**15,383**	**5,600**	**8,080**	**9,280**	**4,400**	**100.00%**
Total General Fund Revenues	**$ 2,259,638**	**$ 2,154,590**	**$ 1,237,311**	**$ 2,209,570**	**$ 2,382,240**	

2014 BUDGET GENERAL FUND EXPENDITURES

JUDICIAL EXPENSES						
Wages	$ 28,786	$ 32,570	$ 15,723	$ 23,523	$ 40,810	52.68%
Overtime	514	300	93	201	-	0.00%
Withholding	2,313	1,940	1,226	1,826	3,110	4.01%
Insurance Benefit	6,101	6,280	2,123	3,183	5,240	6.76%
Retirement Benefit	437	1,180	525	826	990	1.28%
Disability Ins	236	270	111	171	290	0.37%
Dues & Fees	20	20	1,597	1,597	20	0.03%
Training and Travel	175	700	-	194	700	0.90%
Office Supplies	1,716	600	483	734	2,100	2.71%
IT Support	920	250	4,030	4,139	(270)	-0.35%
Operating Supplies	3,548	2,100	1,314	1,825	5,100	6.58%
Telephone	719	500	338	558	500	0.65%
Legal Fees	11,280	7,500	10,453	14,453	10,000	12.91%
Interperter Fees	698	700	270	503	900	1.16%
Youth Zone	7,000	7,000	-	-	7,000	9.04%
Workers Compensation	170	230	81	106	230	0.30%
Jury Trial Expenses	-	-	-	-	500	0.65%
Jury Fees	-	-	-	-	-	0.00%
Capital Outlay	2,017	2,500	-	2,500	250	0.32%
Total Judicial	**66,650**	**64,640**	**38,368**	**56,339**	**77,470**	**100.00%**
EXECUTIVE & LEGISLATIVE EXPENSES						
Wages	175,455	177,110	127,586	193,586	155,870	41.05%
Overtime	2,202	1,200	376	578	-	0.00%
Withholding	14,191	10,540	9,856	14,894	10,540	2.78%
Insurance Benefit	57,628	34,160	27,920	41,319	34,160	9.00%
Retirement Benefit	5,974	8,300	4,432	6,369	8,300	2.19%
Disability Ins	2,176	1,800	1,542	2,224	1,800	0.47%
HRA	66,440	85,000	35,109	60,926	70,000	18.44%
Fees & Dues	6,585	4,000	5,320	6,697	4,000	1.05%
Public Notices	953	3,500	129	1,172	3,500	0.92%
Training & Travel	17,990	3,500	2,171	3,610	3,500	0.92%
Office Supplies	5,512	3,500	3,138	4,707	3,500	0.92%
IT Support	3,000	2,500	1,021	16,027	1,980	0.52%
Operating Supplies	18,715	10,000	8,957	11,985	10,450	2.75%
Vehicle Supplies & Maint.	672	2,700	-	1,573	2,700	0.71%
Telephone	4,200	3,000	1,847	2,567	3,000	0.79%
Employee Appreciation	2,528	1,500	-	1,500	1,500	0.40%
Professional Services	16,571	62,193	92,214	159,109	35,000	9.22%
COLA	-	25,310	-	-	25,130	6.62%
Fuel/Motor Oil	1,168	4,200	553	841	4,200	1.11%
Workers Compensation	483	560	175	238	560	0.15%
Contingency	-	82,450	-	-	-	0.00%
Capital Outlay	617	-	-	-	-	0.00%
Total Exec. & Legis.	**403,058**	**527,023**	**322,345**	**529,923**	**379,690**	**100.00%**
FISCAL EXPENSES						
County Treasurer Comm.	8,758	12,000	8,878	12,878	12,000	21.24%
Audit Services	9,500	9,500	-	9,500	9,500	16.81%
Insurance / Surety / Bonds	30,717	47,000	23,458	31,778	35,000	61.95%
Total Fiscal	**48,975**	**68,500**	**32,336**	**54,156**	**56,500**	**100.00%**
LEGAL EXPENSES						
Attorney Fees	25,519	30,000	20,527	44,527	45,000	100.00%
Reimbursable Attny. Fees	637	1,100	-	-	-	0.00%
Total Legal	**26,155**	**31,100**	**20,527**	**44,527**	**45,000**	**100.00%**

DESCRIPTION	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
ELECTION EXPENSES						
Training & Travel	-	-	27	27	100	3.17%
Office Supplies	-	-	-	-	50	1.59%
Election Forms & Supplies	705	-	-	-	2,000	63.49%
Clothing Allowance	-	-	-	-	-	0.00%
Election Services	394	-	-	1,000	1,000	31.75%
Total Election	**1,100**	**-**	**27**	**1,027**	**3,150**	**100.00%**
BUILDING EXPENSES						
Wages	14,567	24,550	10,327	18,372	24,550	36.95%
Overtime	580	200	288	411	-	0.00%
Withholding	1,187	1,460	819	1,455	1,950	2.93%
Insurance Benefits	3,989	6,270	2,704	4,793	10,690	16.09%
Retirement Benefits	596	1,230	511	911	1,230	1.85%
Disability Ins	161	280	116	213	300	0.45%
Operating Supp. & Maint.	11,656	6,000	4,066	6,066	6,000	9.03%
Building & Grounds Maint.	10,279	7,800	5,284	7,252	16,300	24.53%
Utilities	3,411	3,500	2,313	3,753	3,500	5.27%
Telephone	490	550	225	373	550	0.83%
Workers Compensation	1,305	1,370	211	455	1,370	2.06%
Capital Outlay	1,861	-	-	-	-	0.00%
Total Building	**50,081**	**53,210**	**26,864**	**44,055**	**66,440**	**100.00%**
COMMUNITY DEVELOPMENT EXPENSES						
Wages	41,797	67,280	42,018	62,896	67,780	13.78%
Overtime	1,827	1,000	1,562	1,839	-	0.00%
Withholding	1,726	4,000	3,261	4,867	5,390	1.10%
Insurance Benefits	16,080	22,800	14,550	21,825	25,520	5.19%
Retirement Benefits	1,780	3,360	2,101	3,149	3,390	0.69%
Disability Ins	477	740	479	719	800	0.16%
Fees & Dues	125	550	125	125	550	0.11%
Code Enforcement	-	-	35	35	-	0.00%
Office Supplies	1,380	5,000	483	2,149	5,000	1.02%
IT Support	190	200	105	205	200	0.04%
Operating Supplies	9,348	13,800	1,087	5,687	15,000	3.05%
Vehicle Supplies and Maintenance	-	-	1,271	-	-	0.00%
Telephone	1,306	500	626	723	500	0.10%
Required Mailings	97	450	-	150	450	0.09%
Professional Services	1,950	60,000	3,714	16,407	60,000	12.20%
Contracted Building Inspection	180	15,000	2,988	7,988	142,500	28.97%
Training & Travel	2,073	2,500	-	833	2,500	0.51%
Economic Development	5,000	87,000	5,000	5,000	5,000	1.02%
Reimbursable Fees	-	-	-	-	-	0.00%
Fuel / Motor Oil	-	-	109	-	-	0.00%
Workers Compensation	218	290	117	199	290	0.06%
Bike Rodeo	-	-	981	981	-	0.00%
Comm Clean Up Day Expense	-	-	4,594	4,594	7,000	1.42%
Oktoberfest Expenses	-	-	39,675	82,000	150,000	30.50%
Capital Outlay	7,980	-	-	-	-	0.00%
Total Community Development	**93,536**	**284,470**	**124,879**	**222,372**	**491,870**	**68.08%**
LAW ENFORCEMENT EXPENSES						
Wages	267,573	262,610	154,616	229,059	274,580	55.59%
Overtime Wages	8,636	12,500	11,601	15,601	-	0.00%
FPPA / D&D\Withholding	10,367	4,800	2,919	4,288	5,100	1.03%
Insurance Benefits	74,902	79,390	39,336	59,004	89,570	18.13%
Retirement	14,900	24,210	11,710	17,561	25,330	5.13%
Disability Ins	2,631	3,020	1,703	2,555	3,260	0.66%
Memberships / Dues	704	1,600	255	788	1,600	0.32%
Advertising / Publications	166	-	211	211	-	0.00%
Office Supplies	3,574	4,000	2,067	4,146	4,000	0.81%
Operating Supplies	9,737	8,000	5,209	7,876	8,000	1.62%
IT Support	2,830	1,800	635	1,463	1,280	0.26%
Police Officer Supplies	5,580	2,500	1,425	2,278	2,500	0.51%
Neighborhood Watch	310	1,000	-	333	1,000	0.20%
Mock DUI	-	-	-	-	-	0.00%
Vehicle Supplies & Maint.	6,801	8,000	4,110	6,776	8,000	1.62%
Explorer Post	-	-	-	-	-	0.00%

DESCRIPTION	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
K9 Equipment	247	-	(30)	(30)	-	0.00%
Donation	(250)	-	-	-	-	0.00%
Vehicle Repairs	714	5,000	1,534	2,707	5,000	1.01%
Police Dept CD	-	-	-	-	-	0.00%
Utilities	1,514	1,100	1,157	1,203	1,100	0.22%
Telephone	3,764	4,500	2,966	4,322	4,500	0.91%
Advocate Safe House	500	500	-	139	500	0.10%
Colorado West	-	-	-	-	-	0.00%
Contractual Services	450	1,000	775	1,108	1,000	0.20%
Training / Travel	6,113	5,000	1,381	3,053	5,000	1.01%
Uniforms	3,787	9,000	3,446	6,461	9,000	1.82%
Fuel / Motor Oil	14,499	20,000	7,710	14,906	20,000	4.05%
Insurance / Surety / Bonds	-	-	-	61	-	0.00%
Workers Compensation	10,978	11,660	3,153	7,013	11,660	2.36%
Contingency	-	-	-	-	-	0.00%
Capital Outlay	27,281	12,000	2,395	7,187	-	0.00%
Vehicle Lease	12,328	12,000	3,082	8,555	12,000	2.43%
Total Law Enforcement	**490,638**	**495,190**	**263,367**	**408,623**	**493,980**	**100.00%**
			RECORDS COORDINATOR EXPENSES			
Wages	34,464	43,990	23,459	35,188	35,190	70.46%
Withholding	2,648	2,620	1,773	2,677	2,800	5.61%
Insurance Benefits	987	1,130	756	1,134	1,170	2.34%
Retirement Benefits	1,022	2,200	1,173	1,760	1,760	3.52%
Disability Ins	290	520	280	419	450	0.90%
Fees and Dues	45	-	-	-	-	0.00%
Office Supplies	1,027	3,000	743	1,925	3,000	6.01%
IT Support	100	-	105	105	-	0.00%
Operating Supplies	2,023	3,000	915	1,915	3,000	6.01%
Utilities	1,644	1,350	1,446	1,880	1,350	2.70%
Telephone	1,245	800	378	645	800	1.60%
Training / Travel	49	200	-	64	200	0.40%
Workers Compensation	164	220	81	152	220	0.44%
Contingency	-	-	-	-	-	0.00%
Capital Outlay	-	-	-	-	-	0.00%
Total Records	**45,708**	**59,030**	**31,108**	**47,864**	**49,940**	**100.00%**
			WEED & PEST CONTROL EXPENSES			
Mosquito Control	-	-	-	-	-	#DIV/0!
Weed Control	-	-	-	-	-	#DIV/0!
Total Weed & Pest	**-**	**-**	**-**	**-**	**-**	**#DIV/0!**
			ENGINEERING EXPENSES			
Professional Services	11,854	20,000	862	55,862	40,000	100.00%
Reimbursable Fees	-	1,700	-	567	-	0.00%
Total Engineering	**11,854**	**21,700**	**862**	**56,428**	**40,000**	**100.00%**
			PARKS			
Wages	81,365	61,100	28,508	43,371	67,590	40.84%
Overtime Wages	1,459	1,500	77	77	-	0.00%
Withholding	6,530	4,440	2,196	3,349	3,940	2.38%
Insurance Benefits	15,682	7,060	4,471	6,707	13,260	8.01%
Retirement Benefits	2,441	2,230	1,161	1,747	1,810	1.09%
Disability Ins	651	400	266	403	430	0.26%
Operating Supplies & Maint.	17,743	22,000	11,207	18,186	22,000	13.29%
Utilities	7,253	8,000	4,428	7,095	8,000	4.83%
Contract Labor-Maintenance	-	-	166	166	-	0.00%
Contracted Trash Pickup	1,992	2,000	996	1,751	2,000	1.21%
Mosquito Control	7,300	14,600	-	-	20,000	12.09%
Weed Control	-	2,300	-	-	7,300	4.41%
Fuel / Motor Oil	1,300	1,500	102	560	1,500	0.91%
Workers Compensation	2,950	4,200	1,259	2,659	4,200	2.54%
Safety Program	-	100	-	33	100	0.06%
Capital Outlay - Beasley Park	-	1,000	-	303	1,000	0.60%
Capital Outlay - Cottonwood	1,930	5,000	1,073	1,073	12,000	7.25%
Capital Outlay - Rest Stop	10,586	10,000	-	4,779	-	0.00%
Capital Outlay - McKay Park	-	5,000	-	1,511	-	0.00%
Capital Projects - Rest Stop	-	-	-	-	-	0.00%
Vehicle Lease	-	350	-	156	350	0.21%

DESCRIPTION	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
Total Parks	**159,181**	**152,780**	**55,910**	**93,926**	**165,480**	**100.00%**
CONTRIBUTIONS EXPENSES						
Contributions	17,990	85,110	28,978	71,318	17,300	100.00%
Total Contribution	**17,990**	**85,110**	**28,978**	**71,318**	**17,300**	**100.00%**
NON-DEPARTMENTAL EXPENSES						
Transfer to Capital Improvement Fund	1,925,000	595,000	297,500	595,000	57,500	19.63%
Transfer to Debt Service Fund	-	-	-	-	-	0.00%
Transfer to Street & Alley Fund	160,000	160,000	80,000	160,000	160,000	54.62%
Transfer to Grant Fund	-	-	-	-	-	0.00%
Transfer to Reserve Fund	3,041,390	12,030	6,015	12,030	15,210	5.19%
Transfer to Water Fund	26,250	35,000	17,500	35,000	39,710	13.56%
Transfer to Wastewater Fund	-	22,000	11,000	22,000	20,500	7.00%
Contingency	-	-	-	-	-	0.00%
Total Non-Departmental	**$ 5,152,640**	**$ 824,030**	**$ 412,015**	**$ 824,030**	**$ 292,920**	**100.00%**
TOTAL GENERAL FUND EXPEND.	**$ 6,567,565**	**$ 2,666,783**	**$ 1,357,586**	**$ 2,454,589**	**$ 2,179,740**	

GENERAL FUND REVENUE / EXPENDITURE COMPARISON					
Beginning Fund Balance	$ 5,495,295	$ 1,187,368	$ 1,187,368	$ 942,349	
TOTAL REVENUES	$ 2,259,638	$ 2,154,590	$ 2,209,570	$ 2,382,240	
TOTAL EXPENDITURES	$ 6,567,565	$ 2,666,783	$ 2,454,589	$ 2,179,740	
Annual Net	$ (4,307,927)	$ (512,193)	$ (245,019)	$ 202,500	
Ending Available Fund Balance	$ 1,187,368	$ 675,175	$ 942,349	$ 1,144,849	

GF Operating Exp	$ 1,886,820	
TABOR Reserve	$ 56,600	
Transfer to Reserve Fund	$ 15,210	
Transfer to Capital Improvement Fund	$ 57,500	Fund Balance
Available for Packages	$ 129,790	

2016 BUDGET WATER ENTERPRISE FUND SUMMARY

WATER ENTERPRISE FUND REVENUES

Description	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
Water Utility Receipts	$ 280,565	$ 330,000	$ 227,425	$ 343,425	$ 358,050	81.96%
Irrigation Utility Receipts	30,362	20,000	24,818	28,818	37,550	8.60%
Lat Fees / Penalties	2,364	500	1,573	1,740	1,500	0.34%
Irrigation Tap Fees	-	-	-	-	-	0.00%
Water Tap Fees	-	-	-	-	-	0.00%
Interest Revenue	46	50	21	37	40	0.01%
Transfer From General Fund	26,250	35,000	17,500	35,000	39,710	9.09%
Grant - DOLA	-	-	29,880	68,166	-	0.00%
Trans for Cap Imprv / Equip	-	-	-	-	-	0.00%
Trans from Retained Earnings	-	-	-	-	-	0.00%
Total Water Revenues	**$ 339,587**	**$ 385,550**	**$ 301,217**	**$ 477,186**	**$ 436,850**	**100.00%**

WATER ENTERPRISE FUND EXPENSES

Wages	$ 101,129	$ 122,600	$ 75,388	$ 114,818	$ 122,150	24.88%
Overtime Wages	5,840	5,000	4,451	6,143	-	0.00%
Withholding	8,539	7,290	6,133	9,302	9,710	1.98%
Insurance Benefits	34,166	37,210	21,607	32,746	42,870	8.73%
Retirement Benefits	4,373	6,130	3,739	5,639	6,110	1.24%
Diability Ins.	1,096	1,360	861	1,325	340	0.07%
Fees & Dues	416	600	403	403	600	0.12%
Publications	-	200	215	215	200	0.04%
Office Supplies	1,904	700	1,832	2,065	700	0.14%
IT Support	2,015	1,500	1,395	1,895	1,500	0.31%
Operating Supplies	19,829	10,000	11,897	15,231	10,000	2.04%
Equipment Repair	2,261	5,000	409	2,075	5,000	1.02%
Utilities	27,538	32,000	19,247	29,586	32,000	6.52%
Telephone	3,652	4,000	2,014	3,203	4,000	0.81%
Attorney Fees	398	1,500	2,891	3,891	1,500	0.31%
Audit	-	4,500	-	-	-	0.00%
Training / Tavel	1,908	2,500	1,953	1,953	2,500	0.51%
COLA	-	4,900	-	-	-	0.00%
Potable Water (Water Plant)	3,537	15,000	6,613	10,363	15,000	3.06%
Water Meter Expense	35,290	1,500	3,200	3,575	1,500	0.31%
Souce of Supply (Revell Springs)	9,689	1,500	205	580	1,500	0.31%
Transmission / Distribution (Water Pipes)	4,368	2,500	220	845	2,500	0.51%
Irrigation System	6,209	4,500	69	1,194	4,500	0.92%
Corss Connection Program	220	1,000	-	250	1,000	0.20%
Clothing Allowance	-	1,600	-	-	1,600	0.33%
Fuel / Motor Oil	5,418	4,000	1,824	300	4,000	0.81%
Insurance	9,797	10,000	7,263	9,642	10,000	2.04%
Worker's Compensation	5,036	5,380	1,616	2,961	5,380	1.10%
Refund Utility Overpayment	-	-	-	-	-	0.00%
Administration Fee	-	1,500	-	-	-	0.00%
Water Treatment / Testing	13,263	17,000	5,372	10,978	17,000	3.46%
Safety Program	-	100	-	-	-	0.00%
Contingency	-	33,760	-	-	-	0.00%
Capital Outlay	20,088	204,000	80,860	131,860	145,110	29.56%
Capital Outlay - Bag Filter House	401	600	-	-	4,000	0.81%
% of Vehicle Lease	448	1,000	721	1,054	1,000	0.20%
Annual Ruedi Water Pmnt.	579	4,500	-	1,500	4,500	0.92%
Trans. For Cap. Imprv/Equip	-	-	-	-	-	0.00%
Debt Service Pmt. CWCB	2,655	11,120	11,119	11,119	11,120	2.27%
Debt Service Pmt. Alpine	14,564	22,000	17,922	17,922	22,000	4.48%
Total Water Fund Expenses	**$ 346,624**	**$ 589,550**	**$ 291,439**	**$ 434,631**	**$ 490,890**	**100.00%**

WATER FUND REVENUE / EXPENDITURE COMPARISON

Beginning Fund Balance	$ 202,480	$ 136,083	$ 136,083	$ 178,638	
TOTAL REVENUES	$ 339,542	$ 385,550	$ 477,186	$ 436,850	
TOTAL EXPENDITURES	$ 405,939	$ 589,550	$ 434,631	$ 490,890	
Current Revene / Expense	$ (66,397)	$ (204,000)	$ 42,555	$ (54,040)	
Ending Fund Balance	$ 136,083	$ (67,917)	$ 178,638	$ 124,598	

Use of Fund Balance	**$ 145,110**
Available for Packages	**$ 91,070**

2016 BUDGET WASTEWATER ENTERPRISE FUND SUMMARY

WASTEWATER ENTERPRISE REVENUES

Description	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
Wastewater Utililty Receipts	$ 210,748	$ 220,000	$ 134,666	$ 210,066	$ 205,000	90.90%
Wastewater Tap Fees	-	-	-	-	-	0.00%
Interest Revenue	30	30	29	39	30	0.01%
Trans For Cap Imprv / Equip	-	-	-	-	-	0.00%
Transfer from General Fund	-	-	-	22,000	20,500	9.09%
Trans from Retained Earnings	-	-	-	-	-	0.00%
Total Wastewater Revenue	**$ 210,778**	**$ 220,030**	**$ 134,694**	**$ 232,104**	**$ 225,530**	**100.00%**

WASTEWATER ENTERPRISE EXPENSES

Wages	$ 24,687	$ 28,320	$ 14,801	$ 23,060	$ 27,370	12.24%
Overtime	872	500	491	741	500	0.22%
Withholding	2,023	1,690	1,176	1,833	2,180	0.97%
Insurance Benefits	7,352	7,250	3,691	5,705	8,750	3.91%
Retirement Benefits	999	1,420	728	1,104	1,370	0.61%
Disability Ins	271	310	164	261	1,570	0.70%
Office Supplies	1,274	350	483	599	350	0.16%
IT Support	10	400	600	734	530	0.24%
Operating Supplies	12,100	14,750	3,734	6,134	10,000	4.47%
Equipment Repair	3,604	2,000	-	667	2,000	0.89%
Utilities	3,411	3,500	2,313	3,480	3,500	1.56%
Utilities / Lift Station	6,729	8,000	4,433	7,100	8,000	3.58%
Telephone	2,981	2,200	1,331	2,065	2,200	0.98%
Attorney Fees	-	500	-	167	-	0.00%
Engineering	-	500	-	167	-	0.00%
Audit	-	4,500	-	1,500	-	0.00%
Line Cleaning	4,181	11,000	765	43,015	11,000	4.92%
Treatment / CMD Contract	143,769	120,000	76,101	122,501	123,000	55.00%
Tap Fees CMD	-	1,750	-	-	-	0.00%
COLA	-	1,130	-	-	1,090	0.49%
Clothing Allowance	-	-	-	-	-	0.00%
Lift Station Wet Well	23	70	-	23	6,570	2.94%
Lift Station Pump Maint.	5,618	5,000	-	1,667	2,500	1.12%
Fuel / Motor Oil	5,407	5,500	1,824	2,624	3,000	1.34%
Insurance / Surety / Bond	3,681	6,500	2,891	2,891	3,000	1.34%
Workers Compensation	872	970	1,978	2,301	970	0.43%
Administration Fee	-	1,500	-	-	-	0.00%
Safety Program	50	100	-	-	-	0.00%
Depreciation	-	-	-	-	-	0.00%
Contingency	-	120	-	-	-	0.00%
Capital Outlay	-	8,000	-	-	-	0.00%
Debt Service	-	2,000	721	1,556	2,000	0.89%
% of Vehicle Lease	448	2,200	-	978	2,200	0.98%
Trans. To Cap. Imprv	-	-	-	-	-	0.00%
Total Wastewater Exp.	**$ 230,363**	**$ 242,030**	**$ 118,225**	**$ 232,868**	**$ 223,650**	**100.00%**

WASTEWATER FUND REVENUE / EXPENDITURE COMPARISON

Beginning Fund Balance	$ 53,700	$ 7,300	$ 7,300	**$ 6,536**
TOTAL REVENUES	$ 210,778	$ 220,030	$ 232,104	$ 225,530
TOTAL EXPENDITURES	$ 257,178	$ 242,030	$ 232,868	$ 223,650
Current Revenue / Expense	$ (46,400)	$ (22,000)	$ (764)	$ 1,880
Ending Fund Balance	**$ 7,300**	**$ (14,700)**	**$ 6,536**	**$ 8,416**

Available for Packages **$ 1,880**

2016 BUDGET STREET AND ALLEYS FUND SUMMARY

STREET AND ALLEY FUND REVENUES

Description	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
Specific Ownership Tax	$ 21,427	$ 30,000	$ 15,369	$ 25,369	$ 25,000	8.08%
MV Special Assessment	6,072	8,000	3,999	6,665	7,000	2.26%
Highway User Tax Fund	42,492	35,000	29,853	41,519	42,460	13.72%
County Road & Bridge Fund	37,809	88,900	46,492	76,125	75,000	24.24%
Transfer from General Fund	160,000	160,000	80,000	160,000	160,000	51.70%
Total Street and Alley Revenues	**$ 267,800**	**$ 321,900**	**$ 175,711**	**$ 309,678**	**$ 309,460**	**100.00%**

STREET & ALLEY FUND EXPENSES

Wages	$ 93,942	$ 97,340	$ 49,641	$ 79,890	$ 97,340	31.45%
Overtime Wages	4,603	3,500	1,463	2,236	3,500	1.13%
Withholding	7,774	5,790	3,925	6,324	7,740	2.50%
Insurance Benefits	32,153	31,040	14,403	24,262	33,520	10.83%
Retirement Benefits	4,074	4,870	2,416	3,736	4,870	1.57%
Disability Ins	1,007	1,080	564	936	1,570	0.51%
IT Support	10	250	600	684	250	0.08%
Shop Supplies	13,293	6,000	6,538	8,538	4,950	1.60%
Equipment Repairs	3,699	20,000	1,806	8,473	20,000	6.46%
Old Town Hall Utilities	2,961	3,000	2,162	3,162	3,000	0.97%
Utilities	5,042	5,000	3,470	5,137	5,000	1.62%
Street Lights	36,186	34,000	30,596	41,929	34,000	10.99%
Telephone	1,920	2,000	1,016	1,683	2,000	0.65%
Engineering	-	1,500	55	555	1,500	0.48%
Training / Travel	-	9,500	-	3,167	9,500	3.07%
COLA	-	3,890	-	-	1,090	0.35%
Street Striping	-	10,000	-	5,000	10,000	3.23%
Street Maintenance	4,446	-	-	-	-	0.00%
Parachute Ave Repair	-	-	-	-	-	0.00%
Right-of-way Maintenance	1,422	-	219	219	3,500	1.13%
Fuel / Motor Oil	5,418	4,500	1,824	3,324	4,500	1.45%
Workers Compensation	5,036	5,380	-	1,793	5,380	1.74%
Safety Program	-	150	-	50	150	0.05%
Contingency	-	70,110	-	-	44,600	14.41%
Capital Outlay	-	-	608	100,608	8,500	2.75%
% of Vehicle Lease Pmt.	-	3,000	721	2,054	3,000	0.97%
Total Street & Alley Expenditures	**$ 222,988**	**$ 321,900**	**$ 122,026**	**$ 303,760**	**$ 309,460**	**100.00%**

STREET & ALLEY FUND REVENUE / EXPENDITURE COMPARISON

Beginning Fund Balance	$ -	$ -	$ -	$ 44,798	$ 50,716
TOTAL REVENUES	$ 267,800	$ 321,900	$ -	$ 309,678	$ 309,460
TOTAL EXPENDITURES	$ 223,002	$ 321,900	$ -	$ 303,760	$ 309,460
Current Revenue / Expense	$ 44,798	$ -	$ -	$ 5,918	$ -
Ending Fund Balance	**$ 44,798**	**$ -**	**$ -**	**$ 50,716**	**$ 50,716**

Available for Packages $ -

2016 BUDGET GARBAGE ENTERPRISE FUND SUMMARY

GARBAGE FUND ENTERPRISE REVENUES

Description	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
Garbage Services	$ 55,943	$ 56,000	$ 38,449	$ 56,000	$ 56,000	100.00%
Miscellaneous Revenues	-	-	-	-	-	0.00%
Total Garbage Revenues	**$ 55,943**	**$ 56,000**	**$ 38,449**	**$ 56,000**	**$ 56,000**	**100.00%**

GARBAGE FUND ENTERPRISE EXPENSES

Equipment	$ -	$ -	$ -	$ -	$ -	0.00%
Contract Hauler	53,545	56,000	31,091	56,000	56,000	100.00%
Administration Fee	-	-	-	-	-	0.00%
Total Garbage Expenses	**$ 53,545**	**$ 56,000**	**$ 31,091**	**$ 56,000**	**$ 56,000**	**100.00%**

GARBAGE FUND REVENUE / EXPENDITURE COMPARISON

Beginning Fund Balance	$ 23,876	$ 26,273	$ 26,273	$ 26,273	
TOTAL REVENUES	$ 55,943	$ 56,000	$ 56,000	$ 56,000	
TOTAL EXPENDITURES	$ 53,546	$ 56,000	$ 56,000	$ 56,000	
Current Revenue / Expense	$ 2,397	$ -	$ -	$ -	
Ending Fund Balance	**$ 26,273**	**$ 26,273**	**$ 26,273**	**$ 26,273**	

2016 BUDGET PARKS & RECREATION ENTERPRISE FUND SUMMARY

PARKS & RECREATION ENTERPRISE FUND REVENUES

Description	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
	$ -	$ -	$ -	$ -	$ -	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
Total Parks and Rec Revenues	$ -	$ -	$ -	$ -	$ -	**#DIV/0!**

PARKS & RECREATION ENTERPRISE FUND EXPENSES

	$ -	$ -	$ -	$ -	$ -	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
al Parks & Rec Expenditures	$ -	$ -	$ -	$ -	$ -	**#DIV/0!**

PARKS & RECREATION ENTERPRISE FUND REVENUE / EXPENDITURE COMPARISON

Beginning Fund Balance	$ -	$ -		$ -	$ -	
TOTAL REVENUES	$ -	$ -		$ -	$ -	
TOTAL EXPENDITURES	$ -	$ -		$ -	$ -	
Current Revenue / Expense	$ -	$ -		$ -	$ -	
Ending Fund Balance	$ -	$ -		$ -	$ -	

2016 BUDGET GRANT FUND SUMMARY

GRANT FUND REVENUES

Description	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
	$ -	$ -	$ -	$ -	$ -	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
Total Grant Fund Revenues	$ -	$ -	$ -	$ -	$ -	**#DIV/0!**

GRANT FUND EXPENSES

	$ -	$ -	$ -	$ -	$ -	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
	-	-	-	-	-	#DIV/0!
Total Grant Expenditures	$ -	$ -	$ -	$ -	$ -	**#DIV/0!**

GRANT FUND REVENUE / EXPENDITURE COMPARISON

Beginning Fund Balance	$ -	$ -	$ -	$ -	
TOTAL REVENUES	$ -	$ -	$ -	$ -	
TOTAL EXPENDITURES	$ -	$ -	$ -	$ -	
Current Revenue / Expense	$ -	$ -	$ -	$ -	
Ending Fund Balance	$ -	$ -	$ -	$ -	

2016 BUDGET CONSERVATION TRUST FUND SUMMARY

CONSERVATION TRUST FUND REVENUES

Description	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
Conservation Trust Receipts	$ 5,300	$ 3,000	$ 2,766	$ 3,000	$ 3,000	99.01%
Interest Revenue	71	30	41	30	30	0.99%
Trans from Retained Earnings	-	-	-	-	-	0.00%
Total Con. Trust Revenues	**$ 5,370**	**$ 3,030**	**$ 2,808**	**$ 3,030**	**$ 3,030**	**100.00%**

CONSERVATION TRUST FUND EXPENSES

Wages	$ -	$ -	$ -	$ -	$ -	0.00%
Withholding	-	-	-	-	-	0.00%
Insurance Benefit	-	-	-	-	-	0.00%
Retirement Benefit	-	-	-	-	-	0.00%
Cottonwood Park	-	-	-	-	-	0.00%
Rest Stop	-	-	-	-	-	0.00%
Beasley Park	-	-	-	-	-	0.00%
Trans from Retained Earnings	-	-	-	-	-	0.00%
Contingency	-	64,120	-	-	69,690	100.00%
Total Con. Trust Expenses	**$ -**	**$ 64,120**	**$ -**	**$ -**	**$ 69,690**	**100.00%**

CONSERVATION TRUST FUND REVENUE / EXPENDITURE COMPARISON

Beginning Fund Balance	$ 58,259	$ 63,629	$ 63,629	$ 66,659
TOTAL REVENUES	$ 5,370	$ 3,030	$ 3,030	$ 3,030
TOTAL EXPENDITURES	$ -	$ 64,120	$ -	$ 69,690
Current Revenue / Expense	$ 5,370	$ (61,090)	$ 3,030	$ (66,660)
Ending Fund Balance	**$ 63,629**	**$ 2,539**	**$ 66,659**	**$ -**

2016 BUDGET PARACHUTE CAPITAL IMPROVEMENTS FUND SUMMARY

PARACHUTE CAPITAL IMPROVEMENT FUND REVENUES

Description	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
Transfer from General Fund	$ 1,925,000	$ 595,000	$ 297,500	$ 595,000	$ 57,500	8.32%
Transfer from Other Capital Funds	-	200,000	-	606,300	691,000	92.32%
Total Capital Improvement Revenues	**1,925,000**	**795,000**	**297,500**	**1,201,300**	**748,500**	**92.32%**

CAPITAL IMPROVEMENT FUND EXPENSES

Street Maintenance	$ 231,714	$ 301,190	$ 922	$ 589,947	$ 250,000	17.14%
Parachute Blvd. Road Construction	862,835	1,031,030	5,214	884,514	-	0.00%
Police Vehicles	73,698	-	-	-	-	0.00%
Cardinal Way Lighting Project	93,465	89,500	-	-	-	0.00%
Public Works Mowers	-	30,000	-	-	18,000	1.23%
Public Works Brush Hog	-	20,000	-	-	25,000	1.71%
Mini X for Public Works	-	70,000	-	-	70,000	4.80%
Police Records Window	-	5,000	-	-	5,000	0.34%
Cottonwood Park Electrical	-	-	-	46,982	-	0.00%
Pursuit Prevention Device	-	-	-	-	3,520	0.24%
Body Camera's	-	-	-	-	2,500	0.17%
CAD Conection to Dispatch	-	-	-	-	12,000	0.82%
Toughbooks for Police Officers	-	-	-	-	2,500	0.17%
Events Equipment	-	-	19,178	24,178	-	0.00%
Historic Downtown Development	-	-	-	-	1,000,000	68.56%
Radar and School District Signs	-	-	-	-	-	0.00%
Cottonwood Park Fitness Project	-	-	-	-	-	0.00%
Door and Window Access for Court	-	-	-	-	5,000	0.34%
Public Works Gator	-	-	-	-	15,000	1.03%
Sand Box and Plow for Dump Truck	-	-	-	-	25,000	1.71%
McKay Park	-	-	-	-	15,000	1.03%
Rest Area	-	-	-	-	10,000	0.69%
Events Equipment	-	-	19,178	24,178	-	0.00%
Total Capital Improvement Expenses	**$ 1,261,712**	**$ 1,546,720**	**$ 44,493**	**$ 1,569,800**	**$ 1,458,520**	**100.00%**

CAPITAL IMPROVEMENT FUND REVENUE / EXPENDITURE COMPARISON

Beginning Fund Balance	**$ 870,839**	**$ 1,534,127**	**$ 1,534,127**	**$ 1,165,627**
TOTAL REVENUES	$ 1,925,000	$ 795,000	$ 1,201,300	$ 748,500
TOTAL EXPENDITURES	$ 1,261,712	$ 1,546,720	$ 1,569,800	$ 1,458,520
Current Revenue / Expense	$ 663,288	$ (751,720)	$ (368,500)	$ (710,020)
Ending Fund Balance	**$ 1,534,127**	**$ 782,407**	**$ 1,165,627**	$ 455,607

2016 BUDGET DEBT SERVICE FUND SUMMARY

DEBT SERVICE FUND REVENUES

Description	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
Transfer from General Fund	$ -	$ -	$ -	$ -	$ -	#DIV/0!
Total Debt Service Revenues	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**#DIV/0!**

DEBT SERVICE FUND EXPENSES

Debt Service - Principal	$ -	$ -	$ -	$ -	$ -	#DIV/0!
Debt Service - Interest	-	-	-	-	-	#DIV/0!
Total Debt Service Expenses	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**#DIV/0!**

DEBT SERVICE FUND REVENUE / EXPENDITURE COMPARISON

Beginning Fund Balance	$ -	$ -	$ -	$ -	$ -
TOTAL REVENUES	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -
Current Revenue / Expense	$ -	$ -	$ -	$ -	$ -
Ending Fund Balance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

2016 BUDGET RESERVE FUND SUMMARY

RESERVE FUND REVENUES

Description	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
Transfer from General Fund	$ 3,041,390	$ 12,030	$ 6,015	$ 12,030	$ 15,210	100.00%
Total Reserve Fund Revenues	**$ 3,041,390**	**$ 12,030**	**$ 6,015**	**$ 12,030**	**$ 15,210**	**100.00%**

RESERVE FUND EXPENSES

Expenditure	$ -	$ -	$ -	$ -	$ -	#DIV/0!
Total Reserve Fund Expenses	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**-**

RESERVE FUND REVENUE / EXPENDITURE COMPARISON

Beginning Fund Balance	$ -	$ 3,041,390		$ 3,041,390	$ 3,053,420
TOTAL REVENUES	$ 3,041,390	$ 12,030		$ 12,030	$ 15,210
TOTAL EXPENDITURES	$ -	$ -		$ -	$ -
Current Revenue / Expense	$ 3,041,390	$ 12,030		$ 12,030	$ 15,210
Ending Fund Balance	**$ 3,041,390**	**$ 3,053,420**		**$ 3,053,420**	**$ 3,068,630**
3% TABOR Emergency Reserve		$ 41,390		$ 41,390	$ 56,600
Board Policy Reserve		$ 3,012,030		$ 3,012,030	$ 3,012,030

$ 15,210

2016 BUDGET FEDERAL ASSETS FORFEITURE FUND SUMMARY

FEDERAL ASSETS FORFEITURE FUND REVENUES

Description	2014 Final	2015 Budget	2015 August YTD Actual	2015 Projected	2016 Budget	% of Budget
Federal Assets Forfeitures	$ -	$ 1,000	$ 263	$ 1,000	$ 1,000	100.00%
Total Reserve Fund Revenues	**$ -**	**$ 1,000**	**$ 263**	**$ 1,000**	**$ 1,000**	**100.00%**

FEDERAL ASSETS FORFEITURE FUND EXPENSES

Expenditure	$ -	$ 1,000	$ -	$ 1,000	$ 1,000	1
Total Reserve Fund Expenses	**$ -**	**$ 1,000**	**$ -**	**$ 1,000**	**$ 1,000**	**100.00%**

FEDERAL ASSETS FORFEITURE FUND REVENUE / EXPENDITURE COMPARISON

Beginning Fund Balance	$ -	$ -		$ -	$ -
TOTAL REVENUES	$ -	$ 1,000		$ 1,000	$ 1,000
TOTAL EXPENDITURES	$ -	$ 1,000		$ 1,000	$ 1,000
Current Revenue / Expense	$ -	$ -		$ -	$ -
Ending Fund Balance	**$ -**	**$ -**		**$ -**	**$ -**

Ad Name: 11564842A
Customer: Town of Parachute
Your account number is: 1003196

PROOF OF PUBLICATION

GLENWOOD SPRINGS POST INDEPENDENT

STATE OF COLORADO }
SS.
COUNTY OF GARFIELD }

I, Michael Bennett, do solemnly swear that I am Publisher of the Glenwood Springs Post Independent. That the same Daily newspaper printed, in whole or in part and published in the County of Garfield, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Garfield for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement and that said newspaper has published the requested legal notice and advertisement as requested.

The Glenwood Springs Post Independent is an accepted legal advertising medium, only for jurisdictions operating under Colorado's Home Rule provision.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said daily newspaper for the period of **1** consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated **9/29/2015** and that the last publication of said notice was in the issue of said newspaper dated **10/1/2015.**

In witness whereof has here unto set my hand this **10/06/2015**.

Michael Bennett, Publisher

Subscribed and sworn to before me, a notary public in and for the County of Garfield, State of Colorado this **10/06/2015**.

Pamela J. Schultz, Notary Public
My Commission expires: **November 1, 2015**

NOTARY PUBLIC
PAMELA J.
SCHULTZ
STATE OF COLORADO
My Commission Expires 11/01/2015

NOTICE OF PROPOSED 2016 BUDGET

Please take notice that a Preliminary Budget for the ensuing Budget Year 2016 for the Town of Parachute, Colorado, will be submitted to the Town of Parachute Board of Trustees on October 15, 2015.

A copy of the preliminary budget will be filed in the office of the Town Clerk, 222 Grand Valley Way, Parachute, Colorado, 81635 at that time, and is open for public inspection.

The proposed 2016 Budget will be considered for final adoption at a regular meeting of the Board of Trustees to be held on December 10, 2015 at 6:30 p.m.

Both meetings will be held at:

Parachute Town Hall
Board Room
222 Grand Valley Way
Parachute, Colorado 81635

Interested electors of the Town of Parachute, Colorado, may inspect the Preliminary 2016 Budget and file any comment or objection thereto at any time prior to final adoption either in person or in writing at the address above.

Town Clerk
S. Denise Chiaretta
Town of Parachute

Published in the Glenwood Springs Post Independent September 29, 2015 and the Citizen Telegram October 1, 2015. (11564842)

A ▪ C ▪ G

Austin Civil Group, Inc.

Land Planning ▪ Civil Engineering ▪ Development Services

October 7, 2015

Mr. Mark King, Public Works Director
Town of Parachute
P. O. Box 100
Parachute, CO 81563

Re: PARACHUTE PARK BOULEVARD PHASE II & CR 215 OVERLAY SEPTEMBER PROJECT UPDATE

Dear Mr. King:

The purpose of this letter is to summarize construction activities, budgets, and schedules for the Parachute Park Boulevard Phase II Street Reconstruction Project and also the County Road 215 (CR 215) Overlay project. Both of these Unit Price projects have been awarded to United Companies of Mesa County.

Unit price contracts are almost always the procurement method used by Public Works and CDOT projects because it's not possible to define the specific conditions a contractor may encounter with earth and underground construction. Unit price contracts pay a contractor based on the actual quantities installed, not the quantity specified in the project "Bid Sheet". The quantities listed in the bid sheet are based off the construction drawings, but in most cases, the final "installed" numbers will change slightly. Because of this variability, it's important that Unit Price contracts have a planned "contingency" fund to address these variations.

Contingency amounts on Public Works projects vary depending on the type of uncertainties associated with a project. A typical contingency amount for a Public Works type project is 10% of the cost of construction.

CDOT and several other public works agencies address the project's contingency with a "FORCE ACCOUNT" line item this is included as part of the bidding contractor's bid. The biggest advantage to this method is it allows the entire construction process to be funded together as one project and which prevents having to request multiple funding appropriations to add minor cost items to a project.

123 north 7th Street ▪ suite 300 ▪ grand junction, colorado 81501 ▪ 970-242-7540 phone ▪ 970-255-1212 fax

PARACHUTE PARK BOULEVARD PHASE II

United Companies of Mesa County (United) was awarded an $861,032.00 Unit Price Contract to complete street repairs in Parachute Park Boulevard from Highway 6 to Diamond Avenue. Work began mid-August and asphalt pavement work is anticipated to be completed by the end of October.

Because the failures of the concrete roadway surface were significant and have been open to the environment for several years, the project anticipated having to remove an additional 3,365 square yards of unsuitable soil beyond the planned 2-ft of removal in order to stabilize the roadway foundation. The exact quantity of additional unsuitable soil area is viable because it cannot be determined until the old concrete roadway materials are removed. United completed the subgrade preparation work last week and our actual quantities on additional stabilization are projected to be approximately 4,300 square yard. The cost for the additional 935 square yards of stabilization work will be paid for in accordance with the bid unit price of $25.15 per square yard ($23,515.25) plus the cost of the additional geogrid at $2.50 per square yard ($2,337.50).

The project has issued three change orders on the project as of the date of this letter. The total additional cost to the project is approximately $32,655.05. A brief description and cost summary for each change order is listed below for reference:

PARACHUTE PARK BOULEVARD PHASE II CHANGE ORDER SUMMARY

CO #	Description	Cost
1	Additional 24-lf of curb/gutter/sidewalk removal , 12-lf of curb and gutter, and stabilization costs for concrete sidewalk at Encana	$6,270.05
2	Add 735 SY of Street Removal and Replacement on Diamond Avenue	$93,379.25
3	Delete 735 SY of Diamond Avenue Work & Add Add'l Cost for Stabilization in Parachute Pk. Blvd	-$66,994.25
	TOTAL CHANGE ORDER COST:	**$32,655.05**

The biggest "unknown" cost for this project was the subgrade stabilization costs. The good news is all of this work is now complete and ACG would not anticipate any further significant cost impacts to the project. However, ACG would suggest the Town consider planning for additional $20,000 in contingency until all work is complete on the project.

CR 215 RESURFACING PROJECT

United Companies of Mesa County (United) was awarded a $570,787.00 Unit Price Contract to provide combination 2-inch and 4-inch overlay on CR 215 from the Rest Stop North to Parachute Park Boulevard. The project started on October 7, 2015 and is expected to be complete by the end of October.

The resurfacing project called for a 2-inch milling of the existing asphalt surface to help remove surface "rutting" and imperfections in the existing asphalt surface. However, conducting a pre-job walk with United, United expressed concern with milling all of the asphalt surface area because it may "pull out" the entire asphalt surface, which then would require significantly more costs to fix these areas.

A revised approach proposed by United was to only mill the areas where necessary, and install a "pre-leveling" asphalt layer to address surface imperfections. A pre-leveling course of asphalt will install a thin layer to "fill" the depressions in the existing asphalt surface, then come back and place the final asphalt surface over the roadway area. This approach will accomplish the same "finished product" that we are looking for, but places additional "risk" with project costs because the exact amount of asphalt needed to complete the "pre-leveling" work is difficult to quantify. However, United is confident that by reducing the amount of milling work and also reducing the risks/costs associated with having to "fix" areas damaged from milling the entire surface will balance out from a cost standpoint.

In other words, the Town was planning to spend $42,418 to get the asphalt surface ready for the asphalt overlay ($23,168 in asphalt milling and $19,250 to "repair" isolated asphalt failures), the only difference is we will use a different technique to accomplish the goal. Before ACG and the Town approve this revised approach, the town will require a commitment from United that they can accomplish the pre-leveling course pavement work for this budget amount.

ACG recommends the Town plan for a $40,000 contingency fund for this project for the same reasons discussed in the Parachute Park Boulevard Phase II Project. The biggest variable items for this project are the subgrade repair work needed and also extending the limits overlay area to address problem areas that are adjacent to the original project work scope.

I will plan to attend the October 15, 2015 Town Board meeting to update the Town Board on the status of both of these projects. If you have any additional questions or concerns, please give me a call at you convenience.

Sincerely,

Mark Austin, P.E.
President

Attachments:
Parachute Park Boulevard Phase II Resurfacing Cost Summary
CR 215 Resurfacing Cost Summary

PARACHUTE PARK BLVD RESURFACING PHASE II
COST SUMMARY

#	DESCRIPTION	QUAN	UNIT	UNITED COMPANIES ORIGINAL BID UNIT $	TOTAL
DEMOLITION					
1	Saw Cut	2,885	LF	$4.50	$12,982.50
2	Concrete Removal - Street Area	8,819	SY	$3.90	$34,394.10
3	Concretete Removal - 7-ft Curb/Gutter/Walk	230	LF	$4.20	$966.00
NEW CONSTRUCTION					
4	Subgrade Excavation	1	LS	$77,325.00	$77,325.00
5	Subgrade Recondition/Recompact	8,819	SY	$1.15	$10,141.85
6	Subgrade Stabilization - Remove 2-ft of unsuitable subgrade soil and replace with 2-ft Pit Run	3,365	SY	$25.15	$84,629.75
7	GEOGRID - Tensar TX140 or Equal	10,750	SY	$2.50	$26,875.00
8	16" Class 3 - PIT RUN	8,819	SY	$13.00	$114,647.00
9	9" Class VI ABC	8,819	SY	$9.20	$81,134.80
10	6" HBP - SX, PG 76-28, 100 GYRATION MIX	8,819	SY	$34.00	$299,846.00
11	Pavement Markings	1	LS	$12,000.00	$12,000.00
12	7-ft Monolithic Concrete Curb and Gutter, including Class VI Aggregate Base Course	230	LF	$56.00	$12,880.00
13	2-'6" Concrete Curb including Class VI Aggregates Base Course	10	LF	$190.00	$1,900.00
14	Adjust Manhole Lids	3	EA	$775.00	$2,325.00
15	Adjust Water Valves / Survey Monuments	5	EA	$180.00	$900.00
GENERAL CONDITIONS					
16	Surveying	1	LS	$6,600.00	$6,600.00
17	Project Status Meetings	1	LS	$525.00	$525.00
18	Traffic Control	1	LS	$4,500.00	$4,500.00
19	Message Board Notification	1	LS	$7,300.00	$7,300.00
20	Mobilization	1	LS	$62,000.00	$62,000.00
21	Sanitary Facilities	1	LS	$3,400.00	$3,400.00
22	Stormwater Inlet Protection Bags	6	EA	$110.00	$660.00
23	Concrete Wash Out Pit & Maintenance	1	LS	$1,000.00	$1,000.00
24	Gravel Track Pad	1	LS	$2,100.00	$2,100.00
				SUB TOTAL	**$861,032.00**
CONTINGENCY					
CHANGE ORDERS		**$32,655.00**			
1	Additional Concrete Repairs	$6,270.00			
2	Diamond Loop Additional Work	$93,379.25			
3	Delete Diamond Loop / Add'l Stabilization $	($66,994.25)			
4					
INSPECTIONS / TESTING					
	PROJECT ENGINEERING DESIGN & MANAGEMENT	1	LS	$ 34,500.00	$34,500.00
	MATERIAL TESTING	1	LS	$ 1,500.00	$1,500.00
	TOTALS				**$897,032.00**

CR 215 RESURFACING PROJECT
PROJECT COST TRACKING

#	DESCRIPTION	QUAN	UNIT	UNITED COMPANIES ORIGNAL BID Rate	Cost
DEMO / REMOVALS					
1	1-1/2" Asphalt Milling	15,736	SY	$ 1.25	$ 19,670.00
2	3-1/2" Asphalt Milling	1,590	SY	$ 2.20	$ 3,498.00
ASPHALT REPAIRS					
3	Isolated Small Subgrade Repair Areas, including Removal of 2-ft of subgrade, replacement with 2-ft Class IV ABC	500	SY	$ 38.50	$ 19,250.00
4	2" HPB Bottom Mat - SX, PG 76-28 100 Gyration Mix, including Tack Coat	16,971	SY	$ 11.00	$ 186,681.00
5	2" HPB Top Mat - SX, PG 76-28 100 Gyration Mix, including Tack Coat	23,133	SY	$ 11.00	$ 254,463.00
6	Traffic Signs	9	EA	$ 400.00	$ 3,600.00
7	Thermoplastic Arrows	9	EA	$ 350.00	$ 3,150.00
8	Thermoplastic Bike Symbols	13	EA	$ 325.00	$ 4,225.00
9	Pavement Markings	1	LS	$ 4,700.00	$ 4,700.00
GENERAL CONDITIONS					
10	Mobilization	1	LS	$ 40,750.00	$ 40,750.00
11	Traffic Control	1	LS	$ 16,000.00	$ 16,000.00
12	Surveying	1	LS	$ 2,500.00	$ 2,500.00
13	Materials Testing	1	LS	$ 7,500.00	$ 7,500.00
14	Sanitary Facilities	1	LS	$ 1,050.00	$ 1,050.00
15	Message Board Notification	1	LS	$ 3,750.00	$ 3,750.00
				Sub Total:	**$ 570,787.00**
BID ALTERNATES:					
1	Substitute Bid Item #4 for the following: 2" HPB Bottom Mat - SX, PG 64-22, 75 Gyration Mix, including Tack Coat	16,971	SY	$ 9.75	$ 165,467.25
CHANGE ORDERS					
1					
2					
INSPECTIONS					
	Inspections	1	LS		$6,000.00
PROJECT CONTINGENCY					
TOTAL COSTS					**$576,787.00**

JUL 24 2015 11:17

Retail Marijuana Establishment Business License Application

New License Application ☑ Annual License Renewal ☐

License Sought - Attach a copy of the conditional State License or proof of application for a State License.

A separate license application must be filed for each type of desired license or proposed licensed premises.

Retail Marijuana Store ☑ Retail Marijuana Testing Facility ☐

Retail Marijuana Cultivation Facility ☐ Retail Marijuana Products Manufacturing Facility ☐

*A Cultivation Facility license requires a public hearing before the Planning and Zoning Commission for Special Review Use approval.

Applicant's Legal Business Name (Please Print)	Green Cross Colorado, LLC
Trade Name (DBA) (Provide Trade Name Registration)	The Tumbleweed Dispensary
Website Address	N/A

Location and Contact Information – Proposed Licensed Premises

Street Address and Assessor Parcel No. of Proposed Premises		City	State / ZIP
150 S Columbine Court Unit 100		Parachute	CO 81635
Business Phone Number	Business Fax Number	Email Address	
720.810.1187	N/A	mosby2012@comcast.net	

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

Yes ☑ No ☐ Legal Basis for possession: Ownership ☐ Lease ☑

Other ☐ Explanation: _____

Submit all documentation (e.g. deed, title commitment/report, title, sale or lease agreements etc.) showing legal right to possession. If premises are leased, attach written consent by the property owner to licensing of the premises for a retail marijuana establishment.

Is the proposed licensed premises in compliance with applicable zoning and land use laws? Yes ☐ No ☐

If not, has the applicant submitted the necessary land use application? Yes ☐ No ☐ Attach any submitted application.

Applicants' Contact and Related Information

Address	City	State	Zip
7931 S Broadway, Ste 155	Littleton	CO	80122
Primary Contact Person for Business	Title	Primary Contact Phone Number	
Daniel V Griffin	Owner	720.810.1187	
Primary Contact Address (city, state, Zip)		Primary Contact Fax Number	
660 N Bryant, Denver, CO 80122		N/A	
Federal Taxpayer ID	Colorado Sales Tax License #	Email Address	
[redacted]	4283180	mosby2012@comcast.net	

Business Entity Details

Sole Proprietorship ☐ Partnership ☐ Limited Liability Company ☑ C Corporation (Closely Held) ☐

Trust ☐ Limited Partnership ☐ S Corporation ☐ C Corporation (Publicly Traded) ☐

Other ☐ Explanation: _____

State of Incorporation or Creation of Business Entity	Date of Incorp./Creation
Colorado	12/09/2009

Date Qualified to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office)

December 9, 2009

If a Corporation, Limited Liability Company, or Limited Partnership, List all States Where the Corporation is Authorized to Conduct Business

Colorado

List all Trade Names used by the Business Entity In Addition to Formal Name

CannaPunch, Highly Edible, Tumbleweed Vapes

For this Record...
Filing history and documents
File a form
Subscribe to email notification
Unsubscribe from email notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Trade name	The Tumbleweed Dispensary		
Registrant name	Daniel V Griffin		
Status	Effective	**Formation Date**	07/20/2015
ID number	20151460830	**Form**	Individual
Renewal month	May	**Expiration Date**	08/01/2016
Primary residence or usual place of business street address	660 N Bryant, Unit 101, Denver, CO 80204, United States		
Primary residence or usual place of business mailing address	7931 S Broadway, Ste 155, Littleton, CO 80122, United States		

Filing history and documents
File a form
Set up secure business filing
Subscribe to email notification
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Back

Terms and Conditions

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,

Green Cross Colorado LLC

is a **Limited Liability Company** formed or registered on 12/06/2009 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 20091636289.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/17/2015 that have been posted, and by documents delivered to this office electronically through 07/20/2015 @ 09:52:06.

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 07/20/2015 @ 09:52:06 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9250494.

Secretary of State of the State of Colorado

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

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

CERT_GS_D Revised 08/20/2008

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);

- Been denied a privileged license (i.e. - Liquor, Gaming, Racing and Marijuana)? Yes ☐ No ☑
- Had a privileged license (i.e. - Liquor, Gaming, Racing and Marijuana) suspended or revoked? Yes ☐ No ☑
- Had interest in another entity that had a privileged (i.e. - Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked? Yes ☐ No ☑

If you answered yes to any of the above questions, explain the denial, suspension, or revocation in detail on a separate sheet.

Ownership Structure

List all persons and/or entities with any ownership interest in the applicant/proposed licensee, and all officers and directors, regardless of whether they have an ownership interest in the applicant/proposed licensee. If an entity (corporation, partnership, LLC, etc.) has an ownership interest the applicant/proposed licensee, list all persons having an ownership interest in such entity, their percentage of ownership of the entity, and their effective ownership of applicant/proposed licensee if ownership in applicant is through ownership of a parent or holding entity (an Ownership Entity). Submit additional sheets if necessary.

Name	Title	SSN/FEIN	Date of Birth
Daniel V Griffin	Owner	[redacted]	01-26-1959
Address	**City**	**State / ZIP**	**Phone Number**
660 N Bryant St	Denver	CO 80204	720.810.1187
Ownership Entity (if applicable)	**% Ownership of Ownership Entity**		**Effective Own. % in Applicant**
Green Cross Colorado, LLC	100%		50%

Name	Title	SSN/FEIN	Date of Birth
Sherri Marzario	Onwer/Manager	[redacted]	01-09-1970
Address	**City**	**State / ZIP**	**Phone Number**
1187 Gore Trail	Cordillera	CO 81632	612-865-7096
Ownership Entity (if applicable)	**% Ownership of Ownership Entity**		**Effective Own. % in Applicant**
			50%

Name	Title	SSN/FEIN	Date of Birth
Address	**City**	**State / ZIP**	**Phone Number**
Ownership Entity (if applicable)	**% Ownership of Ownership Entity**		**Effective Own. % in Applicant**

Name	Title	SSN/FEIN	Date of Birth
Address	**City**	**State / ZIP**	**Phone Number**
Ownership Entity (if applicable)	**% Ownership of Ownership Entity**		**Effective Own. % in Applicant**

Name	Title	SSN/FEIN	Date of Birth
Address	**City**	**State / ZIP**	**Phone Number**
Ownership Entity (if applicable)	**% Ownership of Ownership Entity**		**Effective Own. % in Applicant**

Name	Title	SSN/FEIN	Date of Birth
Address	**City**	**State / ZIP**	**Phone Number**
Ownership Entity (if applicable)	**% Ownership of Ownership Entity**		**Effective Own. % in Applicant**

Who, besides the owners of the applicant/proposed licensee listed above (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. Submit a separate sheet if necessary.

Name	Date of Birth	FEIN OR SSN	Interest

Has the applicant or an ownership entity listed above (if applicable) ever applied for a marijuana license (retail or medical) in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	Yes ☑ No ☐
Has the applicant or an ownership entity listed above ever been denied a marijuana license (retail or medical), withdrawn a marijuana license or had any disciplinary action taken against any marijuana license that they have held in this or any other jurisdiction, Colorado or otherwise? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	Yes ☐ No ☑
In the last ten years, has the applicant or any partner, member, officer, director, or stockholder of the applicant ever been arrested, charged, or convicted of a crime or offense in a federal, state or other court? If YES, please provide details on a separate sheet, including jurisdiction, the crime or offense arrested for and whether charged with or convicted, and date of action.	Yes ☐ No ☑

Maintenance of Books and Records

Name of Person who maintains Applicant's business records Sherri Marzario	Title Owner/Manager
Address 1187 Gore Trail, Cordillera, CO 81632	Phone Number 612.865.7096
Person who prepares Applicant's tax returns, government forms & reports Toni Newbill	Title CPA
Address 141 Denver West Blvd, #100 Golden, CO 80401	Phone Number 303.456.1120

Location of financial books and records for Applicant's business
660 N Bryant St, Denver, CO 80204

Managers

Name of Manager of proposed licensed premises. Submit a separate sheet if necessary.	Date of Birth	SSN
Sherri Marzario	01-09-1970	[redacted]

Colorado Marijuana Licensing Authority – Retail Marijuana License Application

Applicant: Green Cross Colorado, LLC

Notes Addendum

Page 4. Question #3 Has a Medical Marijuana License been issued to applicant, identify name of business

Green Cross Colorado, LLC

Page 6. Question #1 Marijuana Licenses Issued to Applicant

License Number	Type	Location	Jurisdiction	Dates Held
404-00001	MMJ – MIP	660 Bryant St #101	Denver County	Current
403-00673	MMJ – OPC	660 Bryant St #102	Denver County	Current
403-01287	MMJ – OPC	2181 10th St South	Rifle, Colorado	Current
404R-00017	Retail – MIP	660 Bryant St #101	Denver County	Current
403R-00112	Retail – OPC	660 Bryant St #102	Denver County	Current
403R-00224	Retail – OPC	2181 10th St South	Rifle, Colorado	Current

Page 6. Question #9 Detailed list of operating and investment accounts for this business.

As of the date of this application. Green Cross Colorado, LLC does not have a bank account. The last referenced bank account for business was closed by Chase in October 2014. Applicant uses personal checking and investment accounts for some transactions that cannot be paid via cash.

Merrill Lynch
370 17th St
Suite 5500
Denver, CO 80202
800.876.5505

Daniel V Griffin [redacted]

Owner's Affirmation & Consent

I, Daniel V Griffin, as an owner of and 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 foregoing Retail Marijuana Establishment Business License Application, 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 Local Licensing Authority to refuse to issuance of a the desired retail marijuana establishment license. 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 Local Licensing Authority of the Town of Parachute, Colorado 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 applicant holds a retail marijuana establishment license, and for 90 days following the expiration or surrender of such marijuana license.

Print Full Owner/Legal Agent Name:

Applicant's Name: Green Cross Colorado, LLC	Trade Name (DBA): The Tumbleweed Dispensary	
Owner/Legal Agent Last Name (Please Print): Griffin	Owner/Legal Agent First Name: Daniel	Owner/Legal Agent Middle Name: Vaughn
Legal Agent Title: Owner	Signature (Must be signed in front of one witness)	
Date (MM/DD/YY): 07/20/2015	City: Denver	State: CO
Witness 1 Signature: Esther Brass		

Owner's Authorization to Investigate and Release Information

I, Daniel V Griffin, as an owner of and authorized agent for the applicant, hereby authorize the Town of Parachute, Colorado and any Application review authorities selected by it (hereafter, the Investigatory Agencies) to conduct a complete investigation into this Application, 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 Town of Parachute, Colorado and 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 financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of the applicant/proposed licensee's tax filing and tax obligation status may be performed. I authorize the Town of Parachute, Colorado to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to applicant. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to applicant. 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.

The Town of Parachute, Colorado and 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 Investigatory Agencies, their agents or employees 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 Town of Parachute, Colorado, Investigatory Agencies, and any of those entities' agents or employees 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 this Application, any financial or personnel record, or otherwise found, obtained, or maintained by the Town of Parachute, Colorado or 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 Owner/Legal Agent Name:

Applicant's Name: Green Cross Colorado, LLC	Trade Name (DBA): The Tumbleweed Dispensary	
Owner/Legal Agent Last Name (Please Print): Griffin	Owner/Legal Agent First Name: Daniel	Owner/Legal Agent Middle Name: Vaughn
Signature: [signature]	Date: 07/20/2015	
Applicant's Business Name: Green Cross Colorado, LLC	Trade Name (DBA): The Tumbleweed Dispensary	
Legal Agent Title: Owner	Signature (Must be signed in front of one witness)	
Date (MM/DD/YY): 07/20/15	City: Denver	State: CO
Witness 1 Signature: Esther Brans		

Owner's Affirmation & Consent

I, Sherri L Marzario, as an owner of and 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 foregoing Retail Marijuana Establishment Business License Application, 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 Local Licensing Authority to refuse to issuance of a the desired retail marijuana establishment license. 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 Local Licensing Authority of the Town of Parachute, Colorado 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 applicant holds a retail marijuana establishment license, and for 90 days following the expiration or surrender of such marijuana license.

Print Full Owner/Legal Agent Name:

Applicant's Name	Trade Name (DBA)	
Green Cross Colorado, LLC	The Tumbleweed Dispensary	
Owner/Legal Agent Last Name (Please Print)	**Owner/Legal Agent First Name**	**Owner/Legal Agent Middle Name**
Marzario	Sherri	Lynn
Legal Agent Title	**Signature (Must be signed in front of one witness)**	
Owner/Manager	Sherri Marzario	
Date (MM/DD/YY)	**City**	**State**
7/21/15	Cordillera	CO
Witness 1 Signature		

Owner's Authorization to Investigate and Release Information

I, Sherri L Marzario, as an owner of and authorized agent for the applicant, hereby authorize the Town of Parachute, Colorado and any Application review authorities selected by it (hereafter, the Investigatory Agencies) to conduct a complete investigation into this Application, 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 Town of Parachute, Colorado and 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 financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of the applicant/proposed licensee's tax filing and tax obligation status may be performed. I authorize the Town of Parachute, Colorado to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to applicant. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to applicant. 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.

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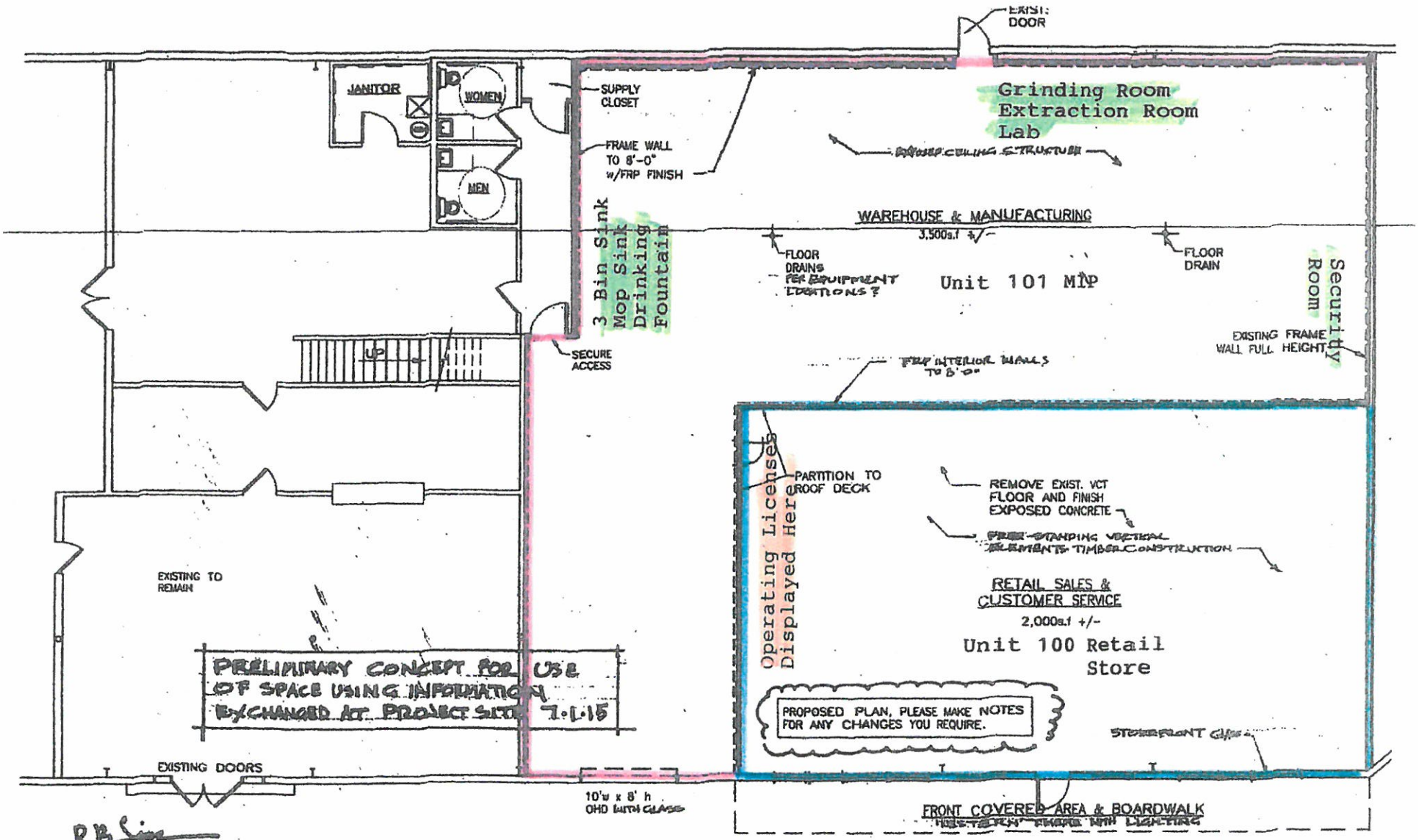
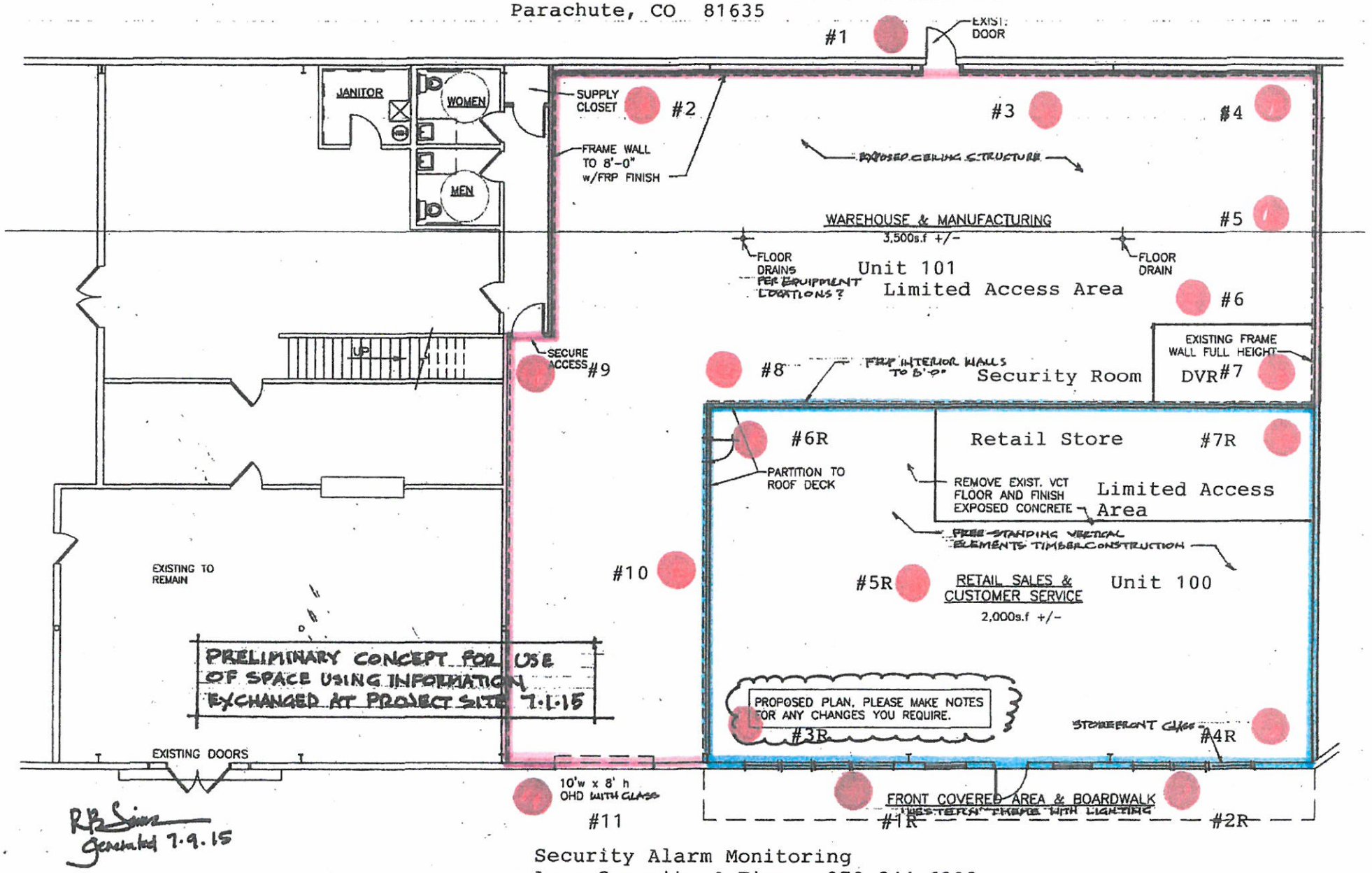
Print Full Owner/Legal Agent Name:

Applicant's Name: Green Cross Colorado, LLC	Trade Name (DBA): The Tumbleweed Dispensary	
Owner/Legal Agent Last Name (Please Print): Marzario	Owner/Legal Agent First Name: Sherri	Owner/Legal Agent Middle Name: Lynn
Signature:	Date:	
Applicant's Business Name: Green Cross Colorado, LLC	Trade Name (DBA): The Tumbleweed Dispensary	
Legal Agent Title: Owner/Manager	Signature (Must be signed in front of one witness): Sherri Marzario	
Date (MM/DD/YY): 7/21/15	City: Cordillera	State: CO
Witness 1 Signature:		



Floor Plan - Green Cross Colorado, LLC dba
The Tumbleweed Dispensary
150 S Columbine Court Units 100 & 101
Parachute, CO 81635

Security Plan - Green Cross Colorado, LLC dba
The Tumbleweed Dispensary
150 S Columbine Ct, Unit 100 Retail Store
Unit 101 Retail MIP
Parachute, CO 81635



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Security Alarm Monitoring
Apex Security & Fire - 970-344-6203

OPERATING PLAN FOR GREEN CROSS COLORADO, LLC dba THE TUMBLEWEED DISPENSARY

150 S Columbine Court Units 100 & 101

Parachute, CO 81635

Unit 100 – Retail Marijuana Store

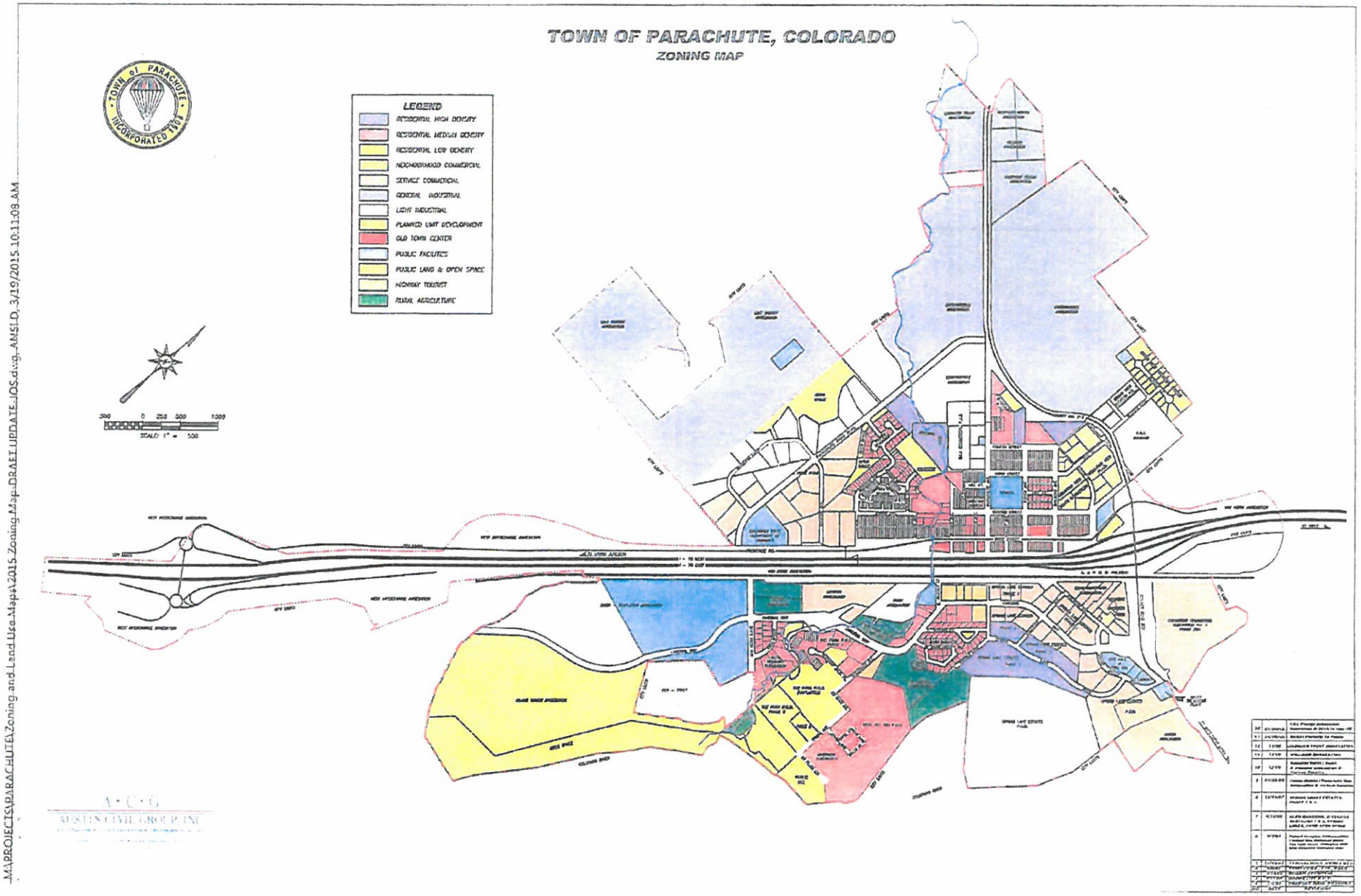
Licensed business to be operated within the guidelines of State of Colorado, Department of Revenue, Marijuana Enforcement Division Retail Marijuana Code, 1 Colorado Code of Regulations 212-2 as amended.

Hours of Operation: 8am – 10pm Monday – Saturday

10am – 8pm Sunday

Products and Services: The Tumbleweed Dispensary will operate as a full service Retail Marijuana Store Providing customers raw cannabis flower, concentrates, infused edible marijuana products including beverages, confections and retail apparel.

Scope of Operation: The Dispensary *will not* produce retail food products within the retail store and *will not* allow for any on site consumption of marijuana products in any form on the licenses premises. All retail activities are contained within the license retail marijuana store.



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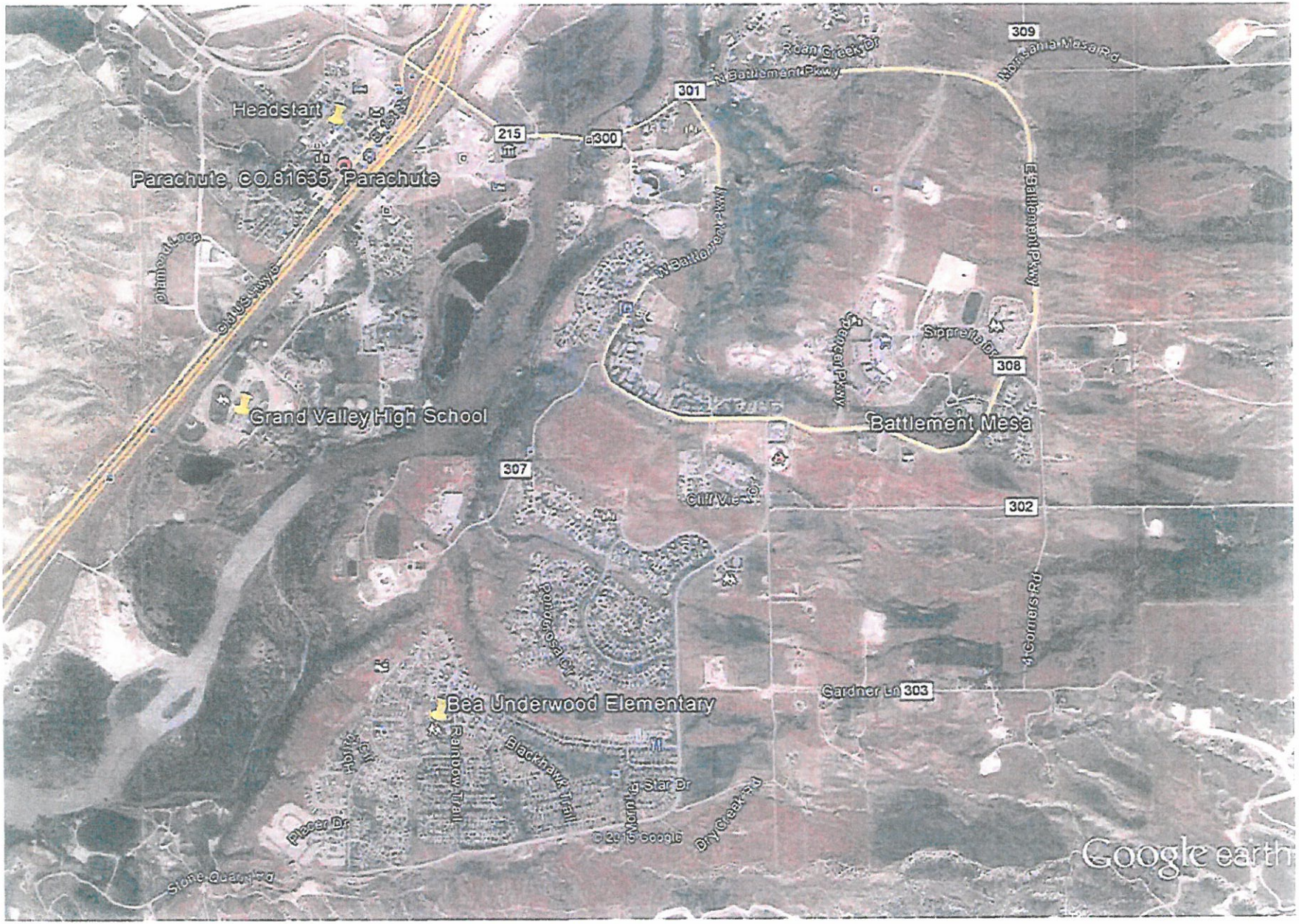
Headstart
Parachute, CO 81635, Parachute
Grand Valley High School
Battlement Mesa
Bea Underwood Elementary
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308
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N Battlement Pkwy
E Battlement Pkwy
Roan Creek Dr
Montana Mesa Rd
Sippreffe Dr
Cliff View
Pondrosa Cir
Gardner Ln
4 Corners Rd
Rainbow Trail
Blackhawk Trail
Star Dr
Dry Creek Rd
Placer Dr
Stone Quarry Rd
Diamond Loop
Old US Hwy 6
© 2015 Google
Google earth

Sign, Security and Lighting Plans

Green Cross Colorado, LLC
dba The Tumbleweed Dispensary
150 S Columbine Court – Units 100 & 101
Parachute, CO 81636

Colorado Marijuana Enforcement Division Rules and Regulations
1 CCR 212 Series R100 through R1400 Retail Marijuana Rules

R 1100 Series – Signage and Advertising

Basis and Purpose – R 1102
The statutory authority for this rule is found at subsections 12-43.4-202(2)(b), 12-43.4-202(3)(c)(I), and 12-43.4- 901(4)(b), C.R.S. Authority also exists in the Colorado Constitution at Article XVIII, Subsection 16(5)(a)(VIII). The purpose of this rule is to clearly delineate that a Retail Marijuana Establishment is not permitted to make deceptive, false, or misleading statements in Advertising materials or on any product or document provided to a consumer.

Green Cross Colorado, LLC dba The Tumbleweed Dispensary does not engage in any advertising that is misleading to the consumer and is in strict compliance with this regulation. The exterior signage is limited to the business name. A total number of four green crosses indicating marijuana sales will be displayed, 3 in front and 1 on exterior of the building. This is a retail marijuana establish and is 21 plus or older and is designated as such. See attached illustrations for exterior building signage front and back.

R 1109 – Signage and Advertising: No Safety Claims Because Regulated by State Licensing Authority No Retail Marijuana Establishment may engage in Advertising or utilize signage that asserts its products are safe because they are regulated by the State Licensing Authority

Green Cross Colorado, LLC dba The Tumbleweed Dispensary does not engage in any advertising that is claim safety nor will the business utilize sign making any safety assertion.

R 1111– Signage and Advertising: Outdoor Advertising

A. Local Ordinances. In addition to any requirements within these rules, a Retail Marijuana Establishment shall comply with any applicable local ordinances regulating signs and Advertising.

B. Outdoor Advertising Generally Prohibited. Except as otherwise provided in this rule, it shall be unlawful for any Retail Marijuana Establishment to engage in Advertising that is visible to members of the public from any street, sidewalk, park or other public place, including Advertising utilizing any of the following media: any billboard or other outdoor general Advertising device; any sign mounted on a vehicle, any hand-held or other portable sign; or any handbill, leaflet or flier directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property without the consent of the property owner. C. Exception. The prohibitions set forth in this rule shall not apply to any fixed sign that is located on the same

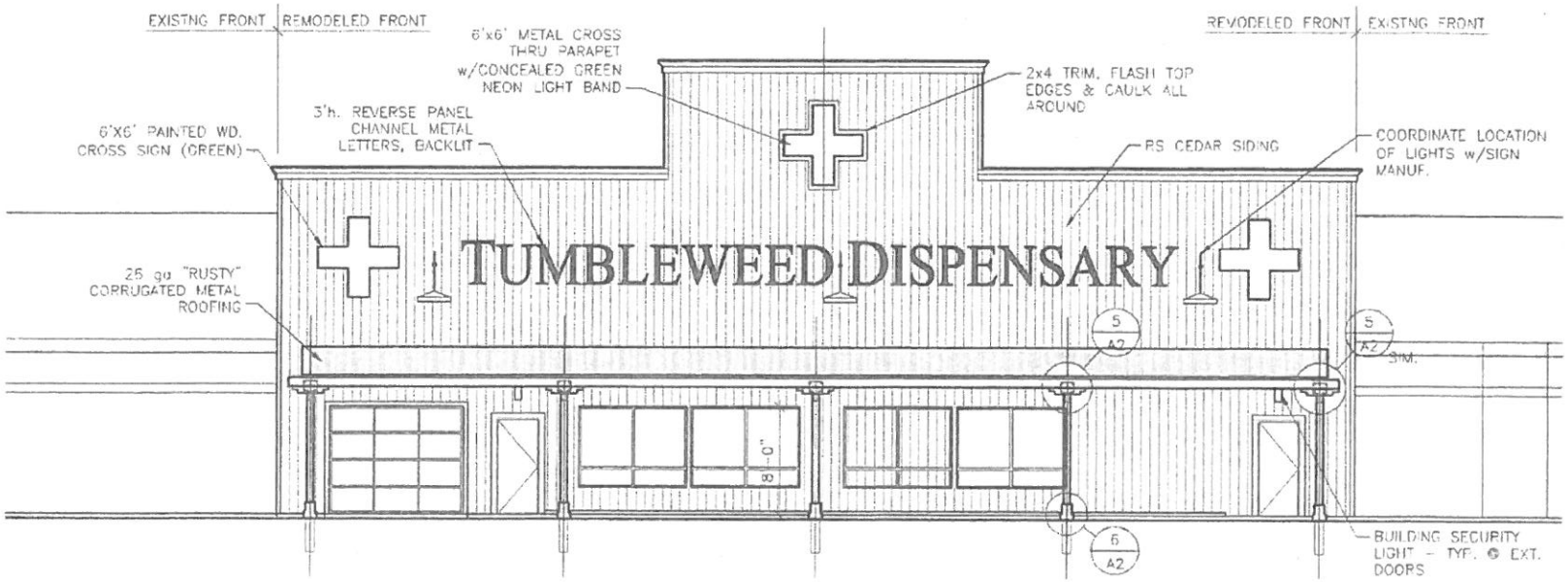
Green Cross Colorado, LLC dba The Tumbleweed Dispensary strictly complies with regulation R 1111 with respect to Signage and Outdoor advertising other than the business name and 4 green crosses on exterior of the building. All signage is affixed to the property and signage is part of the building permit documentation submitted to the Town of Parachute for local ordinance compliance.

R 1112– Signage and Advertising: No Content That Targets Minors

A Retail Marijuana Establishment shall not include in any form of Advertising or signage any content that specifically targets individuals under the age of 21, including but not limited to cartoon characters or similar images.

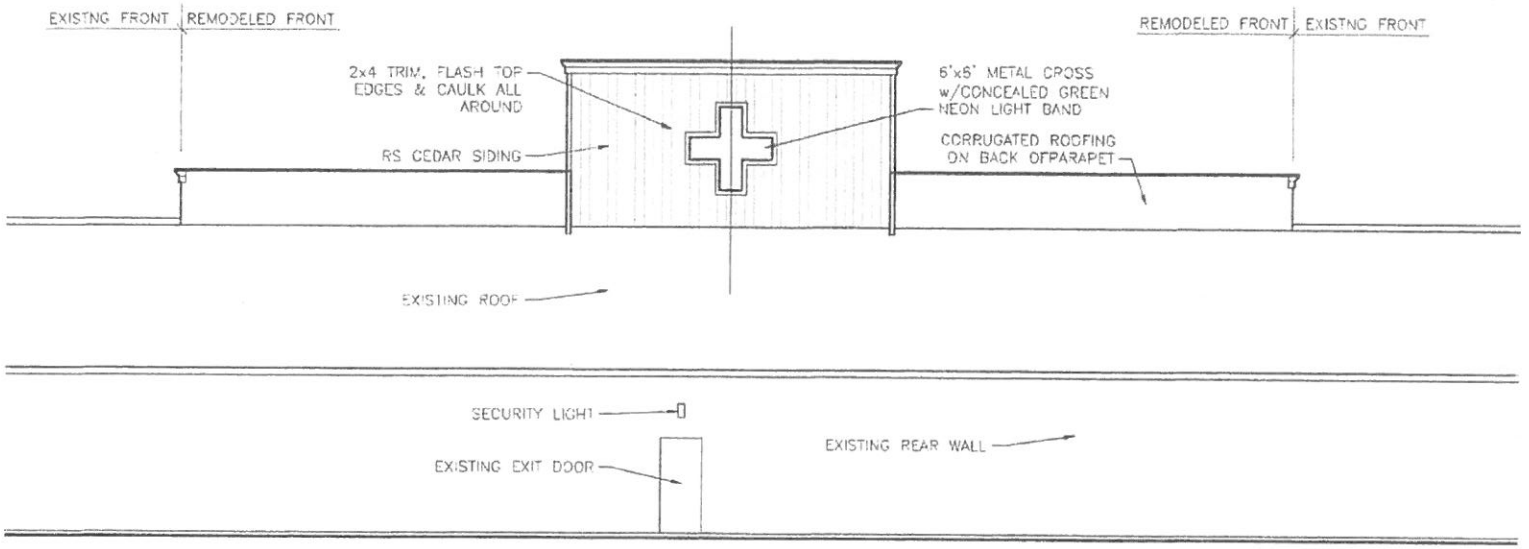
Green Cross Colorado, LLC dba The Tumbleweed Dispensary strictly complies with regulation R 1112 and does not target individuals under the age of 21. All signage is limited to business name, 4 green crosses and designations as 21 plus retail marijuana establishment.

Exterior Security Lighting – Please see attached elevation illustrations. Security lights are added to both front and rear of building and are in compliance with building code requirements .



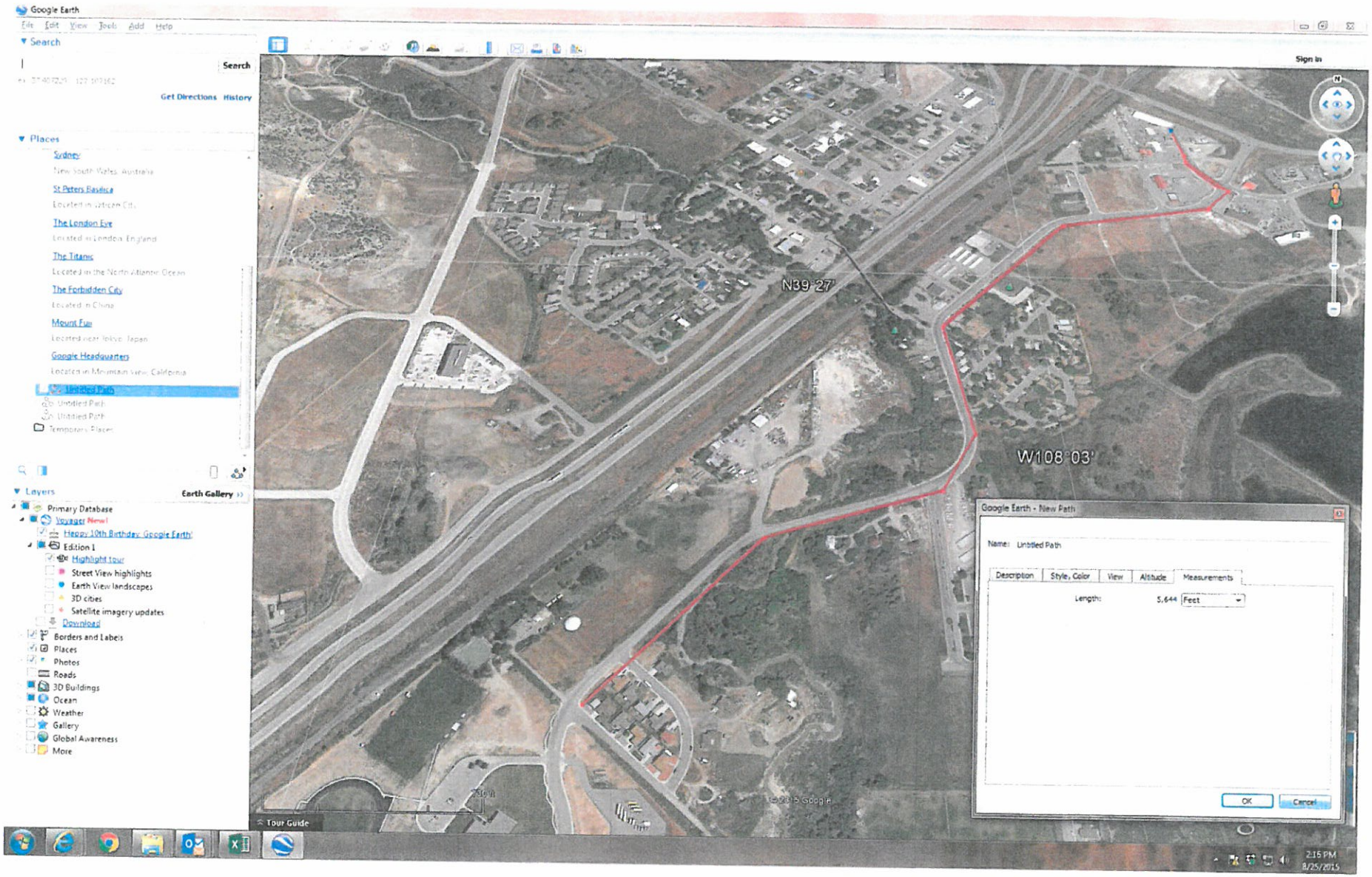
BUILDING EXTERIOR SIGNAGE – FRONT

GREEN CROSS COLORADO LLC
dba TUMBLEWEED DISPENSARY
Parachute, Colorado



BUILDING EXTERIOR SIGNAGE – REAR

GREEN CROSS COLORADO LLC
dba TUMBLEWEED DISPENSARY
Parachute, Colorado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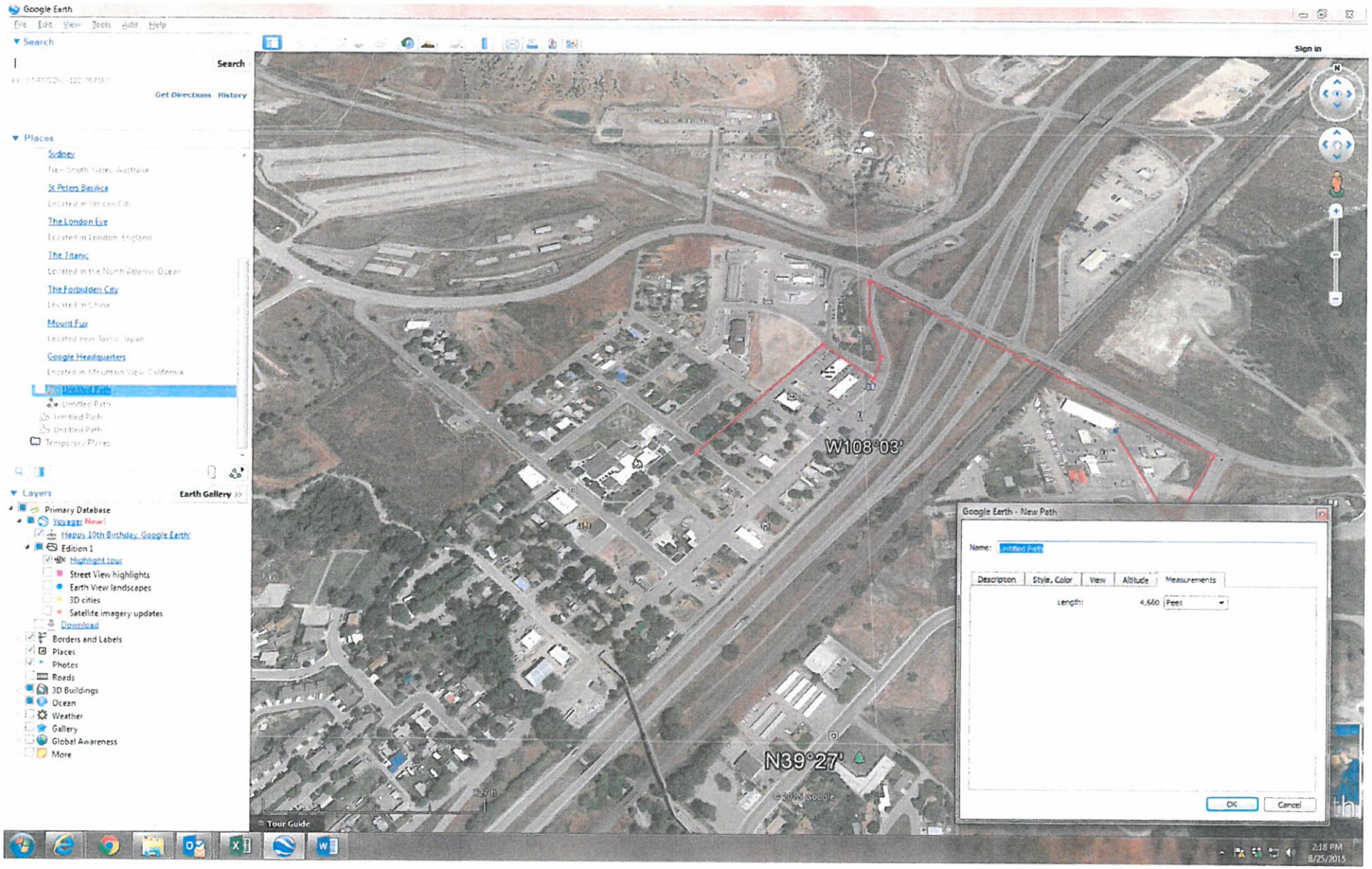
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Edition 1
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Street View highlights
Earth View landscapes
3D cities
Satellite imagery updates
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Borders and Labels
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Roads
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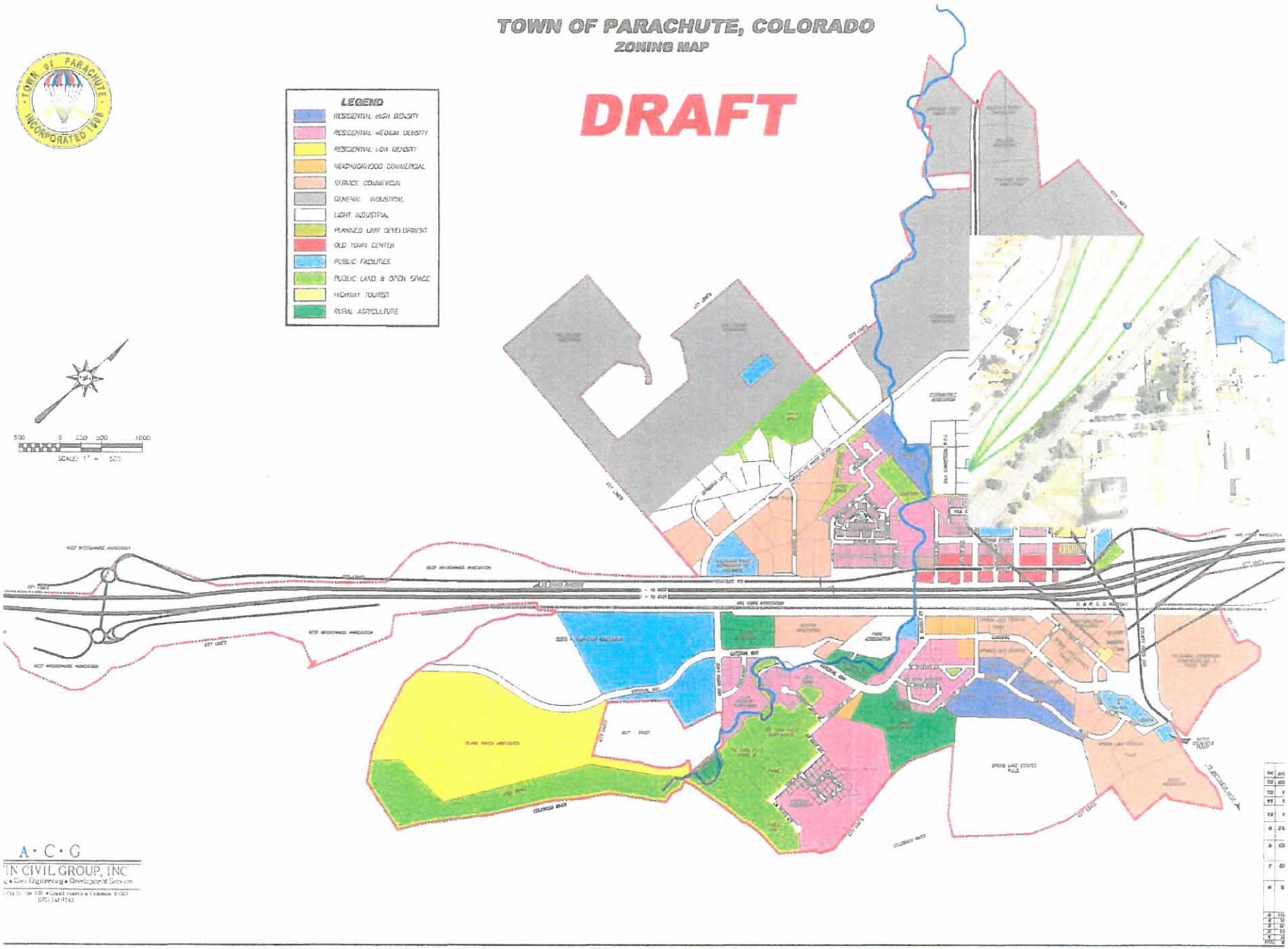
©2015 Google

TOWN OF PARACHUTE, COLORADO

ZONING MAP

DRAFT

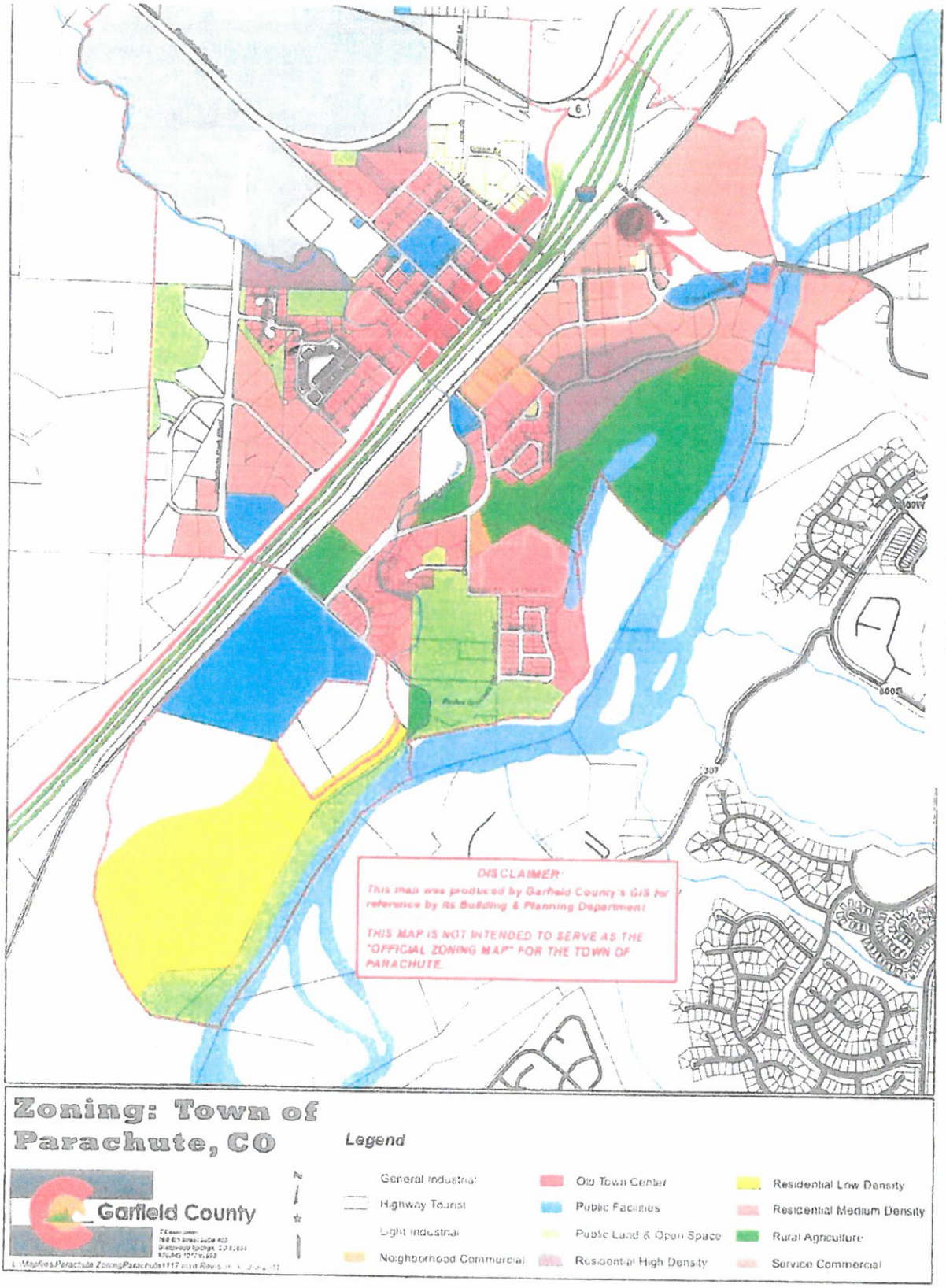


A · C · G

N CIVIL GROUP, INC

THE TUMBLEWEED DISPENSARY

150 S COLUMBINE CT



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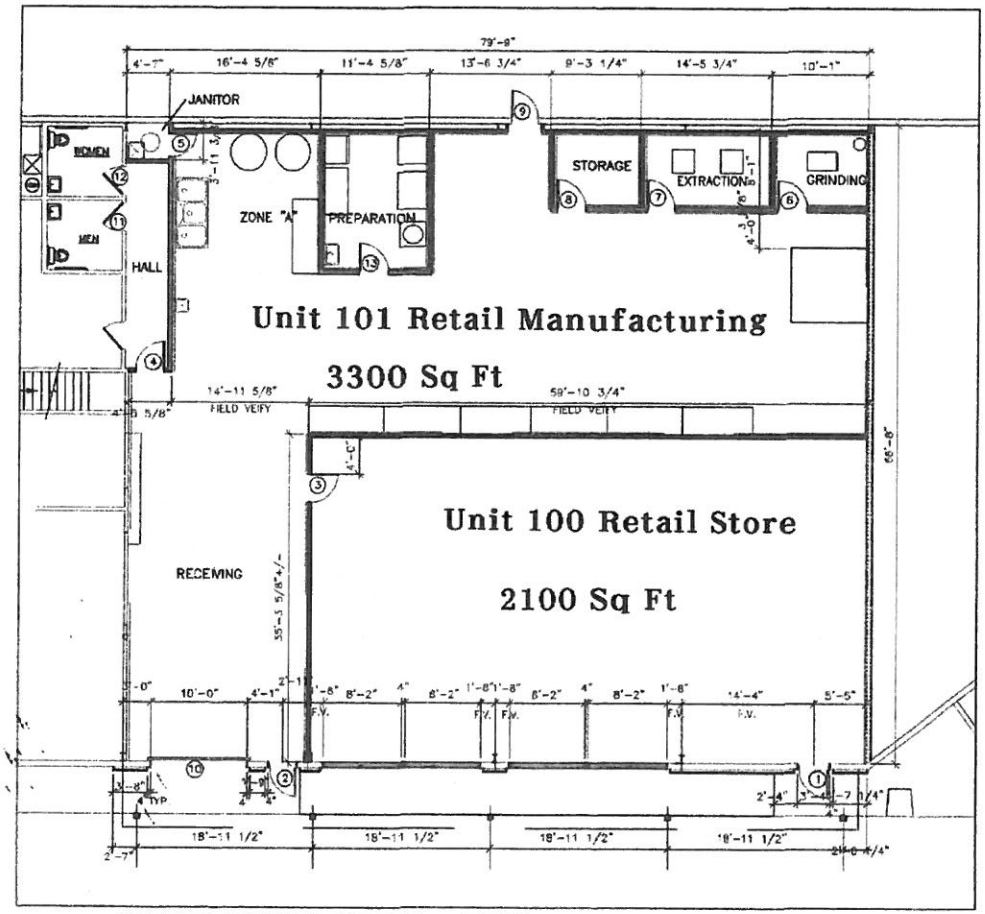


BUILDING EXTERIOR SIGNAGE – FRONT

GREEN CROSS COLORADO LLC
dba TUMBLEWEED DISPENSARY
Parachute, Colorado

8/26/15

150 S Columbine Court Units 100 & 101
Parachute, CO 81635

DR 8548 (12/04/14)
COLORADO DEPARTMENT OF REVENUE
Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver CO 80203

Colorado Marijuana Licensing Authority

Retail Business License Application

AUG 19 2015 08:34

License Types & Fees (See Application Checklist for details on license types and fees.)

- [x] Retail Marijuana Store
- [ ] Retail Marijuana Cultivation
  - [ ] Tier 1 = 3600 or fewer plants
  - [ ] Tier 2 = 3601 – 6000 plants
  - [ ] Tier 3 = 6001–10200 plants
- [ ] Retail Marijuana Test Facility
- [ ] Retail Marijuana Products Manufacturer
- [ ] Conversion
- [ ] Retail/Medical Marijuana Combined Use
- [ ] Affiliated Business

Applicant's Legal Business Name (Please Print)	Marijuana License Number (Assigned by Division)
Green Cross Colorado, LLC	
Trade Name (DBA) (Provide Trade Name Registration)	**Website Address N/A**
The Tumbleweed Dispensary	

Physical Address

Street Address of Marijuana Business	City	State	ZIP
150 S Columbine Court, Unit 100	Parachute	CO	81635

Business Phone Number	Business Fax Number	Email Address
(720) 810-1187	( )	Mosby2012@comcast.net

Mailing Address (if different from Business Address)

Address	City	State	ZIP
7931 S Broadway, Ste 155	Denver	CO	80122

Primary Contact Person for Business	Title	Primary Contact Phone Number
Daniel V Griffin	Owner	(720) 810-1187
Primary Contact Address (city, state ZIP)		**Primary Contact Fax Number**
660 N Bryant Street, Denver, CO 80204		( )

Federal Taxpayer ID	Colorado Sales Tax License #	Email Address
[redacted]	[redacted]	Mosby2012@comcast.net

Type of Business Structure

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

State of Incorporation or Creation of Business Entity	Date
Colorado	12/09/2009

Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office)
December 9, 2009

If a Corporation, List all States Where the Corporation is Authorized to Conduct Business
Colorado

List all Trade Names used by the Business Entity (other than above)
CannaPunch, Highly Edible, Tumbleweed Vapes

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.

	Yes	No
1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	☐	☑
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);		
(a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)?	☐	☑
(b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked?	☐	☑
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?	☐	☑
If you answered yes to 2a, b or c, explain in detail on a separate sheet.		
3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	☑	☐

4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc.

☐ Ownership ☑ Lease ☐ Other (Explain in Detail) _

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

Landlord	Tenant	Expires
Metcalf Property Management, LLC	Green Cross Colorado, LLC	July 30, 2020

Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)

5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.

Name	Date of Birth	FEIN OR SSN	Interest

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 proceedsof this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

Local Licensing Authority (To be filled out by Applicant)

Local Licensing Authority/Department	Address	
Town of Parachute	222 Grand Valley Way, P.O. Box 100, Parachute, CO 81635	
Local Licensing Authority contact name	**Contact Phone**	**Contact Email**
Stuart S McArthur – Town Manager	970-285-7630 Ext 106	StuartMC@parachutecolorado.com

	Yes	No
6. Has the Applicant filed for a retail marijuana cultivation?	☐	☑
What City or County? (Fill out a separate and complete application)		
7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of $5,000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?	☑	☐

Printed Legal Business Name	Printed Trade Name (DBA)
Green Cross Colorado, LLC	The Tumbleweed Dispensary

Ownership Structure

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

Name	Title	SSN/FEIN	DOB	App submitted?
Daniel V Griffin	Owner	[redacted]	01-26-1959	☐ Yes ☑ No

Address	City	State	ZIP	Phone Number
660 N Bryant St	Denver	CO	80204	(720) 810-1187

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
Green Cross Colorado, LLC	100%	50%

Name	Title	SSN/FEIN	DOB	App submitted?
Sherri Marzario	Owner/Manager	[redacted]	01-09-1970	☑ Yes ☐ No

Address	City	State	ZIP	Phone Number
1187 Gore Trail	Cordillera	CO	81632	(612) 865-7096

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
The Tumbleweed Dispensary	50%	50%

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

Address	City	State	ZIP	Phone Number
				( )

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

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

Address	City	State	ZIP	Phone Number
				( )

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

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

Address	City	State	ZIP	Phone Number
				( )

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

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

Address	City	State	ZIP	Phone Number
				( )

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

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

Address	City	State	ZIP	Phone Number
				( )

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

Are there any outstanding options and warrants?

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

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

☐ Yes ☑ No *If YES, attach list of persons

Printed Legal Business Name	Printed Trade Name (DBA)

1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	☐ Yes ☑ No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	☐ Yes ☑ No

Financial History

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

Person who maintains Applicant's business records Sherri Marzario	Title Owner/Manager
Address 1187 Gore Trail, Cordillera, CO 81632	Phone Number (612) 865-7096
Person who prepares Applicant's tax returns, government forms & reports Toni Newbill	Title CPA
Address 141 Denver West Blvd, #100, Golden, CO 80401	Phone Number (303) 456.1120
Location of financial books and records for Applicant's business 660 N Bryant St. Denver, CO 80204	

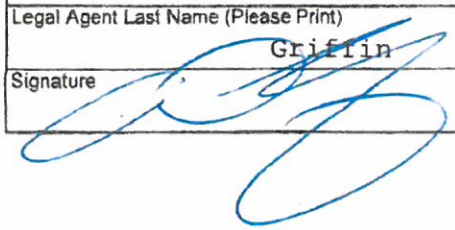
Affirmation & Consent

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

Print Full Legal Agent Name clearly below:

Applicant's Business Name	Trade Name (DBA)
Green Cross Colorado, LLC	The Tumbleweed Dispensary

Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name
Griffin	Daniel	V

Signature	Date
	08/20/2015

Investigation Authorization
Authorization to Release Information

I, Daniel V Griffin, 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: Green Cross Colorado, LLC	Trade Name (DBA): The Tumbleweed Dispensary	
Legal Agent Last Name (Please Print): Griffin	Legal Agent First Name: Daniel	Legal Agent Middle Name: V
Legal Agent Title: Owner	Signature (Must be signed in front of one witness)	
Date (MM/DD/YY): 08/10/2015	City: Denver	State: CO
Witness 1 Signature		

Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name)
	Daniel V Griffin

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but no limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
   (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
   (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:
   (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Print Full Legal Name of Authorized Agent clearly below:

Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name
Griffin	Daniel	V
Legal Agent Title	**Signature (Must be signed in front of one witness)**	
Owner		
Date (MM/DD/YY)	**City**	**State**
08/20/2015	Denver	CO
Witness 1 Signature		
Signature of Marijuana Enforcement Division agent presenting this request		**Date**

Page 9 of 9

Affirmation & Consent

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

Print Full Legal Agent Name clearly below:

Applicant's Business Name	Trade Name (DBA)	
Green Cross Colorado, LLC	The Tumbleweed Dispensary	
Legal Agent Last Name (Please Print)	**Legal Agent First Name**	**Legal Agent Middle Name**
Marzario	Sherri	
Signature		**Date**
Sherri Marzario		8/17/15

Investigation Authorization
Authorization to Release Information

I, Sherri Marzario, 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	Trade Name (DBA)	
Green Cross Colorado, LLC	The Tumbleweed Dispensary	
Legal Agent Last Name (Please Print)	**Legal Agent First Name**	**Legal Agent Middle Name**
Marzario	Sherri	Lynn
Legal Agent Title	**Signature (Must be signed in front of one witness)**	
Owner/Manager	Sherri Marzario	
Date (MM/DD/YY)	**City**	**State**
08/17/15		
Witness 1 Signature	8-17-15	

Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name)
	Sherri Marzario

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but no limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
   (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
   (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:
   (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Print Full Legal Name of Authorized Agent clearly below:

Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name
Marzario	Sherri	Lynn
Legal Agent Title	**Signature (Must be signed in front of one witness)**	
Owner/Manager	Sherri Marzario	
Date (MM/DD/YY)	**City**	**State**
08/17/15		
Witness 1 Signature	8-17-15	
Signature of Marijuana Enforcement Division agent presenting this request		**Date**

Page 9 of 9

Colorado Marijuana Licensing Authority – Retail Marijuana License Application

Applicant: Green Cross Colorado, LLC

Notes Addendum

Page 4. Question #3 Has a Medical Marijuana License been issued to applicant, identify name of business

Green Cross Colorado, LLC

Page 6. Question #1 Marijuana Licenses Issued to Applicant

License Number	Type	Location	Jurisdiction	Dates Held
404-00001	MMJ – MIP	660 Bryant St #101	Denver County	Current
403-00673	MMJ – OPC	660 Bryant St #102	Denver County	Current
403-01287	MMJ – OPC	2181 10th St South	Rifle, Colorado	Current
404R-00017	Retail – MIP	660 Bryant St #101	Denver County	Current
403R-00112	Retail – OPC	660 Bryant St #102	Denver County	Current
403R-00224	Retail – OPC	2181 10th St South	Rifle, Colorado	Current

Page 6. Question #9 Detailed list of operating and investment accounts for this business.

As of the date of this application. Green Cross Colorado, LLC does not have a bank account. The last referenced bank account for business was closed by Chase in October 2014. Applicant uses personal checking and investment accounts for some transactions that cannot be paid via cash.

Merrill Lynch
370 17th St
Suite 5500
Denver, CO 80202
800.876.5505

Daniel V Griffin [redacted]

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,

Green Cross Colorado LLC

is a **Limited Liability Company** formed or registered on 12/06/2009 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 20091636289.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/13/2015 that have been posted, and by documents delivered to this office electronically through 08/16/2015 @ 11:39:16.

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 08/16/2015 @ 11:39:16 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9277715.

Secretary of State of the State of Colorado

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

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

CERT GS D Revised 08 20 2008

For this Record...
Filing history and documents
File a form
Subscribe to email notification
Unsubscribe from email notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Trade name	The Tumbleweed Dispensary		
Registrant name	Daniel V Griffin		
Status	Effective	**Formation Date**	07/20/2015
ID number	20151460830	**Form**	Individual
Renewal month	May	**Expiration Date**	08/01/2016
Primary residence or usual place of business street address	660 N Bryant, Unit 101, Denver, CO 80204, United States		
Primary residence or usual place of business mailing address	7931 S Broadway, Ste 155, Littleton, CO 80122, United States		

Filing history and documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification

Back

Document must be filed electronically.
Paper documents will not be accepted.
Document processing fee
Fees & forms/cover sheets are subject to change.
To access other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.

E-Filed

$50.00

Colorado Secretary of State
Date and Time: 12/06/2009 02:55 PM
ID Number: 20091636289
Document number: 20091636289
Amount Paid: $50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

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

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

Green Cross Colorado

(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

7931 S Broadway
(Street number and name)
Ste 155
Littleton — CO — 80122
(City) *(State)* *(ZIP/Postal Code)*
(Province – if applicable) United States *(Country)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)
(City) *(State)* *(ZIP/Postal Code)*
(Province – if applicable) United States *(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)
Newbill and Company
(Caution: Do not provide both an individual and an entity name.)

Street address

4891 Independence St
(Street number and name)
Suite 235
Wheat Ridge — CO — 80033-6714
(City) *(State)* *(ZIP Code)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO (State) (ZIP Code)

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

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

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

Name
(if an individual)

(Last) (First) (Middle) (Suffix)

OR

(if an entity) Green Cross Colorado

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

Mailing address 7931 S Broadway

Ste 155 *(Street number and name or Post Office Box information)*

Littleton CO 80122

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

(Province – if applicable) United States (Country)

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

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

5. The management of the limited liability company is vested in
(Mark the applicable box.)

☐ one or more managers.

OR

☑ the members.

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

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

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

☐ This document contains additional information as provided by law.

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

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

The delayed effective date and, if applicable, time of this document is/are

(mm/dd/yyyy hour:minute am/pm)

LEASE

THIS LEASE is made and entered into between the Lessee and the Lessor to become effective August 1, 2015. Rent shall commence 60 days from the effective date. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. RECITALS

For the purpose of interpreting and giving effect to this Agreement, the parties agree to the truth and accuracy of the following:

a. The Lessee is Green Cross Colorado, LLC dba The Tumbleweed Dispensary. The Lessor is Metcalf Property Management LLC.
b. The Lessee desires to lease from lessor the following described premises; 150 S. Columbine Court, Parachute, CO 81635 which has unit #100 store and unit #101 infused products kitchen as outlined on Exhibit A. The space is approximately 5582 sq. ft..
c. The Lessee accepts premises as is and will do all tenant improvements and pay for same.

2. LEASE

a. The Lessor hereby leases to the Lessee the above-described premises for an initial term of five (5) years commencing August 1, 2015, and continuing until July 30, 2020, unless terminated at an earlier date as provided herein

b. The Lessor hereby grants the Lessee the right and option to renew this lease on the same terms and conditions as herein set forth two (2) times for a period of [redacted] with rent at a [redacted] increase for each term [redacted]). All terms and conditions applicable to the initial term of this lease shall apply to the renewal term, except as specifically set forth herein to the contrary.

c. The Lessee may exercise the option to renew described above only if Lessee has complied with the terms and conditions of this lease for the immediately preceding lease term and is not in default at the time the option is to take effect. In order to exercise the option to renew, the Lessee must give written notice of Lessee's intent to exercise to the Lessor, which notice must be received by Lessor at least sixty (60) days prior to expiration of the initial term of this lease or any renewal period.

3. RENTAL

a. Each monthly rental payment shall be payable in advance the first day of the calendar month or the following Monday if the first day of the month falls on a weekend and shall be deemed timely if received by the Lessor on the date due at the following mailing address:

Metcalf Property Management, LLC
150 S Colubine Ct, Unit B
Parachute, CO 81635

b. Said premises, with all the appurtenances, are leased to the Tenant from the date of August 1, 2015 to the date of July 31, 2020 at and for a rental for the full term of $[redacted] payable in monthly installments of $3,500 (Three Thousand Five Hundred) in advance, on the First day of each calendar month during the term of the lease.

[redacted] TJM

c. Lessee shall pays its own utilities in addition to the gross rent.

d. In the event that any payments required hereunder are not paid within five (5) days of the due date, if Lessor elects to accept such late payment, the Lessee shall pay a late charge of $10.00 per day. Acceptance of any late payment shall not be deemed a waiver of any rights of the Lessor hereunder.

4. SECURITY DEPOSIT

a. Lessee's buildout of the premises and improvements shall be sufficient for waiver of security deposit.

5. LESSEE'S OBLIGATIONS

a. Lessee accepts the demised premises in present condition "subject to recital 1d and shall keep the leased premises and any improvements that may be installed thereon in good repair at the expense of the Lessee and at the expiration of the lease to surrender and deliver up said premises in as good condition as they were in at the time Lessee accepted and entered into possession of same, ordinary wear excepted.

b. Lessee will not suffer the leased premises, or the walls or the floors thereof, to be endangered by overloading, nor said leased premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous.

c. Lessee agreed not to make alterations or changes, in, upon or above the leased premises without first obtaining written consent therefor from Lessor. Lessee shall provide the Lessor with the exact nature of the alterations or changes contemplated, the anticipated cost thereof, the names and addresses of anticipated supplier of materials and labor, and plans for alterations or changes proposed. No alterations or changes shall be undertaken until such time as the Lessor has approved the proposed plans in writing and has posted on the leased premises a notice pursuant to Colorado mechanic's lien law that the Lessor is not responsible for payment for the alterations or changes and the leased premises is not subject to a mechanic's lien for said alterations or changes. The Lessee agrees to indemnify and hold the Lessor harmless from the cost of any such improvements.

d. All improvements, additions or alterations shall be constructed installed and made in good and workmanlike manner in full conformity with applicable codes and regulations. All materials and fixtures used in the alterations undertaken by

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Lessee shall be of good quality. It is further agreed that any and all improvements made by Lessee to the leased premises that are made a permanent part of the building shall remain as the property of the Lessor after termination of the lease.

e. Lessee shall maintain, at Lessee's expense, all mechanical systems, including all plumbing, heating, air conditioning, ventilating, electrical, and lighting facilities within the leased premises in good operating order and provide for all servicing and maintenance of all such equipment and facilities and make such repairs (not replacements) of such equipment and facilities as may be necessary to maintain the same in proper operating condition. Lessee shall surrender and deliver up the leased premises at the termination of the lease in as good order and condition as when the same was entered upon, loss by fire, unavoidable accidents, and ordinary wear and tear excepted.

f. The Lessee acknowledges that Lessee has inspected the leased premises and is accepting it in its present condition "as is" without warranty of any kind. The Lessee has undertaken and made such investigations as necessary to satisfy Lessee as to the condition of the leased premises and that the leased premises is suitable for Lessee's intended use. The Lessee is not relying on any representations of the Lessor or Lessor's agents regarding these matters, except as are expressed herein.

g. Use of leased premises: Lessor has been informed and acknowledges that Lessee will be using the leased premises for the purpose of retail marijuana sales and the manufacture of infused marijuana products. Lessee may use and occupy the leased premises for office, storage and any other light industrial use allowed in the City of Parachute, provided the use is conduced in accordance with this lease and all applicable state/local legal requirements. Lessor has relied on the Constitutional provisions of the State of Colorado and applicable state and local laws in entering into this lease agreement.

~~g.~~ The Lessee agrees to abide by all applicable building codes and ordinances and to pay all applicable sales tax and personal property tax.

~~h.~~ Signs, notices, advertisements, or other inscriptions, not presently in existence, shall not be placed by the Lessee on the building's exterior walls and/or windows without first obtaining written approval of Lessor, which approval shall not be unreasonably withheld. All signs used in connection with the business to be conducted on the subject premises shall be installed and maintained in conformity with applicable regulations.

~~i.~~ Lessee shall be responsible for electricity, gas, janitorial, telephone, and Internet access services used in connection with the leased premises and said services shall be in the name of and paid for by the Lessee.

~~j.~~ Tenant shall be responsible for "sidewalk" snow removal only. Lessor to provide parking lot snow removal.

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6. LESSOR'S OBLIGATIONS

a. Lessor, upon payment of the rent herein reserved and the performance of the other covenants of the lease by Lessee, guarantees the peaceful and quiet enjoyment of the leased premises during the full term of this lease by Lessee.

b. The Lessor states that all of the mechanical systems, including all plumbing, heating, air conditioning, ventilating, electrical, and lighting facilities are in good working order and repair at the time of commencement of this lease and have been inspected and approved by the Lessee. The responsibility of maintenance, and repair of such items, shall be the sole responsibility of the Lessee as set forth in subparagraph 5(e) above.

7. INDEMNITY

The Lessee shall indemnify and hold harmless the Lessor against all expenses, liabilities, and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of:

a. Any injury, damage, wrongful death, property damage, or related claims happening on or about the leased premises;

b. Failure to comply with any law, ordinance, or resolution of any governmental entity;

c. Any mechanic's lien or security interest filed against the lease premises for alterations, fixtures, or improvements thereon, or for any other reason arising out of work done by or on behalf of the Lessee.

d. Any failure by Lessee to perform any of the terms and conditions of this lease.

8. TAXES

a. Lessor covenants to pay and discharge before they become delinquent all general real property taxes and special assessments levied against the real property.

9. INSURANCE

a. Without limiting the indemnity referred to in paragraph 7 above, the Lessee shall carry and maintain the leased premises general fire, casualty, and extended coverage insurance for the contents of the leased premises and general liability insurance with an insurer and in an amount approved by the Lessor. Such liability policy shall name the Lessor and Lessee as co-insureds. Lessee shall provide proof of such insurance to Lessor within ten (10) business days of execution of this lease.

b. Lessor shall not unreasonably withhold Lessor's acceptance of

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Lessee's insurance coverage nor require unreasonable limits of coverage.

c. Upon demand of the Lessor, the Lessee shall promptly deliver to the Lessor a current copy of each policy of insurance required under this lease and all such policies shall contain a loss payable clause as the interest of the parties may appear. All such policies shall contain a provision prohibiting cancellation without at least thirty (3) days prior notice to Lessor.

d. The Lessee shall within ten (10) days prior to the expiration of each policy required in this lease furnish to the Lessor renewal or binders.

e. If at any time the Lessee fails to purchase and maintain insurance hereunder, the Lessor, in addition to all other remedies available to the Lessor, may purchase such insurance and assess the cost thereof to the Lessee as additional rent which shall be payable immediately upon demand of the Lessor.

f. Lessee shall at all times during the term of this lease maintain workers' compensation insurance coverage as required by Colorado law.

10. DAMAGE AND DESTRUCTION

a. In the event the leased premises are damaged or destroyed during the term of this lease by fire, flood, storm, civil commotion or other unavoidable consequence, the Lessor shall, except as provided below, diligently repair or rebuild those portions damaged, except alterations and improvements made by Lessee, to substantially the same condition as at the commencement of this lease. The Lessee shall be responsible for repair or replacement of contents and any fixtures, furniture, improvements, alterations and repairs Lessee furnished or installed.

b. If continuation of business is not practical, all rentals due and payable hereunder shall abate until construction is substantially completed or until business is totally or partially resumed, whichever is earlier. In the event of partial resumption or continuation of business, rent shall only be partially abated in proportion to the extent Lessee is deprived of the use of the leased premises.

c. If the leased premises are damaged or destroyed to the extent that it appears in the sole judgment of the Lessor that the leased premises cannot be reasonably or substantially or fully repaired or restored by the Lessor within ninety (90) days after the damage or destruction, either party shall have the option to terminate this lease in writing by giving written notice to the other party within thirty (30) days after the date of such damage or destruction.

d. Upon written demand by the Lessee following such damage or destruction, the Lessor shall promptly deliver to the Lessee a written notice of Lessor's decision as to whether or not the leased premises are capable of being repaired as outlined immediately above.

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e. In the event the lease is terminated pursuant to the terms of this section, Lessee shall promptly surrender the leased premises to Lessor and shall pay rent only to the date of such occurrence. Lessor's obligation hereunder shall in no way be construed to include maintaining fire and casualty insurance on Lessee's leasehold improvements or properly located on the premises.

11. ASSIGNING, MORTGAGING, SUBLETTING

Lessee shall not assign, create a security interest in, pledge, or encumber this lease, in whole or in part, or sublet the whole or any part of the leased premises, or permit the use of the whole or any part thereof by any licensee or concessionaire, without first obtaining the written consent the Lessor, which consent may be withheld at the sole discretion of the Lessor. Any such assignment, subletting, or creation of security interest or encumbrance in violation hereof shall be void. In the event of any such permitted assignment, subletting, licensing, or granting of a concession, Lessee shall nevertheless remain liable for the performance of all of the terms, conditions, and covenants of this lease.

12. RIGHT OF ENTRY

a. Insofar as may be necessary for the protection of the Lessor's rights, the Lessor may enter and inspect the leased premises at reasonable times.

b. The Lessor shall have the right of entry into the leased premises for the purpose of gaining access for improvements, repairs, and maintenance of the leased premises and otherwise to inspect the premises.

c. During the term hereof, the Lessor shall have the right of entry into the leased premises for the purpose of showing the leased premises to prospective purchasers.

13. STATEMENT OF LESSEE

The Lessee shall upon request of the Lessor execute and deliver to the Lessor a statement in writing certifying that this lease is unmodified and in full force and effect if such is the fact, or if there has been a modification, stating the modification. Such statement may be relied upon by any prospective purchaser of the leased premises or the building in which they are located.

14. SALE BY LESSOR

In the event the Lessor sells the leased premises or the building in which they are located to/ any third party, the sale shall operate to release the Lessor from any and all future liability under this lease if the purchaser assumes all the duties of the Lessor hereunder. So long as the Lessee shall not be in default in the terms of this lease, this

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lease shall not be terminated, and the Lessee agrees to attorn to any new owner who shall assume the Lessor's obligations hereunder. Otherwise, this lease shall not be affected by such sale. Further Lessee shall have a Right of First Refusal to purchase the property during the term of the lease and all extension on the same terms and conditions as a bonefide offer to purchase the subject property.

15. DEFAULT

a. Lessee's right in and to the leased premises depends upon the performances and keeping of the covenants, agreements, duties, and obligations of Lessee set forth in this lease. Any default in the payment when due of any sum or in the performance when due of any other provision of this lease shall operate against Lessee, Lessee's grantees, successors and assigns. In the event (aa) that Lessee fails to make any rental payment or any other payment called for by this lease within ten (10) days after such payment is due, or (bb) in the event Lessee shall abandon the leased premises; or (cc) in the event that Lessee, after having received from Lessor written notice describing in general terms the breach of any other provision of this lease, fails to cure said breach within ten (10) days after the date of said notice, then Lessor shall have the following rights and remedies in addition to all other rights provided in this lease or by law:

i. Without cancelling this lease, Lessor may re-enter and re-let the leased premises or any part thereof, for such rent, upon such provisions, for such period and to such person or persons as may seem proper to Lessor, it being understood that Lessor will use diligence to find a new tenant or tenants and that Lessor will not unreasonably withhold Lessor's consent and acceptance of any tenant or tenants proposed by Lessee if such proposed tenant or tenants possess good reputation and financial stability and if the zoning and other governmental regulations permit the use proposed by said new tenant and such use shall, in the sole opinion of the Lessor, be compatible with land usage of adjacent property. If the monthly rents received or to be received from such re-letting are less than the rents provided for in this lease, Lessor, at Lessee's option, may require the Lessee to pay such deficiency month by month. Lessor shall in no event be required to pay Lessee any sum realized by Lessor on such re-letting even though such sums exceed the rent reserved in this lease. Lessee agrees that such acceptance of a tenant or tenants by Lessor in place of Lessee shall not operate as a cancellation of this lease nor to release Lessee from the performance of any of Lessee's obligations under this lease, and that the performance by any such substitute tenant or tenants shall constitute satisfaction only pro tanto of the obligations of Lessee under this lease.

ii. Lessor may cancel this lease upon an uncured default by Lessee and all rights of Lessee in the leased premises in which event all payments and all other obligations due under this lease up to the date of such cancellation shall be paid and performed by Lessee. Lessor shall be entitled to damages at law for breach of this lease by Lessee, but all other rights and duties whatsoever of both Lessor and Lessee under this lease shall cease as of the date of such cancellation, and the leasehold estate hereby created shall cease of exist.

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iii. The rights and remedies provided in (ii) above are cumulative to the rights and remedies provided in said (i) above and may be exercised at the option of the Lessor even though the rights and remedies provided in said (i) above have been previously exercised, and regardless of the length of time elapsing between the exercise of any one or more of the rights and remedies of said (i) above and election to exercise the rights and remedies given in (ii) above.

iv. In addition to the rights and remedies set forth in ((i) and (ii) above, Lessor shall have all the rights and remedies provided by law whatsoever, including in particular, but not limited to, the right at all times to recover damages, and also all other rights granted by this lease. All of the rights and remedies provided in this subparagraph (iv) may be invoked by Lessor at any time, both before and after the exercise of any one or more of the rights and remedies granted in (i) and (ii) above.

b. .Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed of the leased premises, by reason of the violation by Lessee of any of the covenants or conditions of this lease, or otherwise.

c. If a petition in bankruptcy be filed by the Lessee, or if the Lessee shall be adjudicated bankrupt, or if the Lessee shall make a general assignment for the benefit of creditors, or if in any proceeding based upon insolvency of the Lessee, a received for the Lessee shall be appointed, then Lessor shall have the right and option to terminate this lease and recover possession of the leased premises by summary proceedings.

d. In the event that legal proceedings are instituted by Lessor as a result of Lessee's default, Lessor shall be entitled to Lessor's reasonable attorney's fees therefore, together with costs.

16. GENERAL PROVISIONS

a. This paragraph headings contained herein are descriptive and for convenience only. If there is any conflict between a paragraph heading and substantive text, the substantive text shall control the construction of this agreement.

b. This agreement shall be binding upon and inure to the benefit of the successors and assigns the parties.

c. Any notice required under the terms of this agreement shall be sufficient when given in writing, by certified mail, return receipt requested, addressed as follows:

Lessor: Metcalf Property Management LLC
150 S. Columbine Ct., Parachute, CO 81635

Lessee: Green Cross Colorado, LLC dba The Tumbleweed Dispensary

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d. In the event that litigation is required to resolve a dispute between the parties arising out of this agreement, the parties agree that the forum of such litigation shall be in a court of competent jurisdiction in and for the County of Garfield, Colorado.

e. Lessee shall not record this lease without the written consent of the Lessor; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this lease for the purpose of recordation. Said memorandum or "short form" of this lease shall describe the parties, the leased premises, and the term of this lease and shall incorporate this lease by reference. If Lessee shall default in the performance of any of the covenants of this lease subsequent to recordation of the memorandum or "short form" of this lease and Lessee shall refuse to execute a release of this lease, Lessee shall be liable for the cost to remove said recorded instrument as a cloud of the Lessor's title, including cost of suit and reasonable attorney's fees.

f. This lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part thereof, and to any and all renewals, modifications or extensions of any such mortgages. Lessee shall, on demand, execute, acknowledge and deliver to Lessor, without expense to Lessor, any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification or extension, and if Lessee shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Lessor, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Lessee's attorney in fact and in Lessee's name. Lessee hereby irrevocably makes, constitutes and appoints Lessor, Lessor's successors and assigns, Lessee's attorney in fact for that purpose.

g. No amendment or modification of this lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this agreement.

h. The individuals executing this agreement hereby acknowledge that they have been duly authorized to do so on behalf of the entities that the respectively represent, and all necessary acts and approvals have been accomplished or completed by said entities so that the terms hereof shall be binding upon said entities.

i. Lessee shall pay the first 6 (six) months rent in advance to Lessor which is the sum of $21,000 when the first rental payment is due which shall be October 1, 2015.

LESSOR: Metcalf Property Management LLC

7-22-15

By: _____

LESSEE: Green Cross Colorado, LLC dba The Tumbleweed Dispensary

By: _____

Daniel V Griffin - Licensee
Owner - Green Cross Colorado, LLC
660 N Bryant Street
Denver, CO 80204
720.810.1187
mosby2012@comcast.net

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

Green Cross Colorado, L.L.C. dba The Tumbleweed Dispensary

A Colorado Limited Liability Company (Member-Managed)

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective 30th day of July, 2015, by and among: Daniel V Griffin and Sherri Marzario

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective July 30th, 2015, the Members form a limited liability company under the name Green Cross Colorado, L.L.C. (the "Company") dba The Tumbleweed Dispensary on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Colorado (the "Act"). The Members agree to file with the appropriate agency within the State of Colorado charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name The Tumbleweed Dispensary or such other name upon which the Members may unanimously may agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Colorado.

1.4 *Office.* The Company will maintain its principal business office within the State of Colorado at the following address: 660 N Bryant St, Denver, CO 80204

1.5 *Registered Agent.* Newbill and Company, is the Company's initial registered agent in the State of Colorado, and the registered office is 14143 Denver West Blvd, Ste 100, Golden, CO 80401

1.6 *Term.* The term of the Company commences on July 30th, 2015 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members.* The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 *Admission of Additional Members.* Except as otherwise expressly provided in this 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.

SECTION 2. CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions.* The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 *Additional Contributions.* No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 *No Interest on Capital Contributions.* Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3. ALLOCATION OF PROFITS AND LOSSES; 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 Schedule 2 as amended from time to time in accordance with U.S. Department of the 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 U.S. Department of the 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 U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4. 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, against 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

SECTION 5. POWERS AND DUTIES OF MANAGERS

5.1 *Management of Company.*

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as

otherwise provided in Section 8.

SECTION 6. SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses*. All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary*. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 *Legal and Accounting Services*. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7. BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 *Method of Accounting*. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year*. The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts*. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 *Banking*. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8. TRANSFER OF MEMBERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited*. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other nontransferring Members determined on a per capita basis.

8.2 *Right of First Refusal*. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then

the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties*. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 *Death, Incompetency, or Bankruptcy of Member*. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out*. Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the

appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than $1,000.00, the purchase price will be paid in cash; if the purchase price is $1,000.00 or more, the purchase price will be paid as follows:

(1) $1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9. DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution*. The Company will be dissolved on the happening of any of the following events.

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up*. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10. GENERAL PROVISIONS

10.1 *Amendments*. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 *Governing Law*. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Colorado (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification*. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees*. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect*. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability*. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions*. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices*. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Daniel V. Griffin
Member – Manager

Sherri Marzario
Member

10.8 *Notices*. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Daniel V. Griffin
Member – Manager

Sherri Marzario
Member

Listing of Members – Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Green Cross Colorado, L.L.C.
LISTING OF MEMBERS

As of the 30th day of July, 2015, the following is a list of Members of the Company:

NAME:	ADDRESS:
Daniel V Griffin	7931 S Broadway, Ste 155 Littleton, CO 80122
Sherri Marzario	1187 Gore Trail Cordillera, CO 81632

Authorized by Member(s) to provide Member Listing as of this 30th day of July, 2015.

Daniel V Griffin
General Manager

Listing of Capital Contributions – Schedule 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Green Cross Colorado, L.L.C.
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be $2,500. The description and each individual portion of this initial contribution is as follows:

NAME:	CONTRIBUTION:	% OWNERSHIP:
Daniel V Griffin	$2,500	50%
Sherri Marzario	$2,500	50%

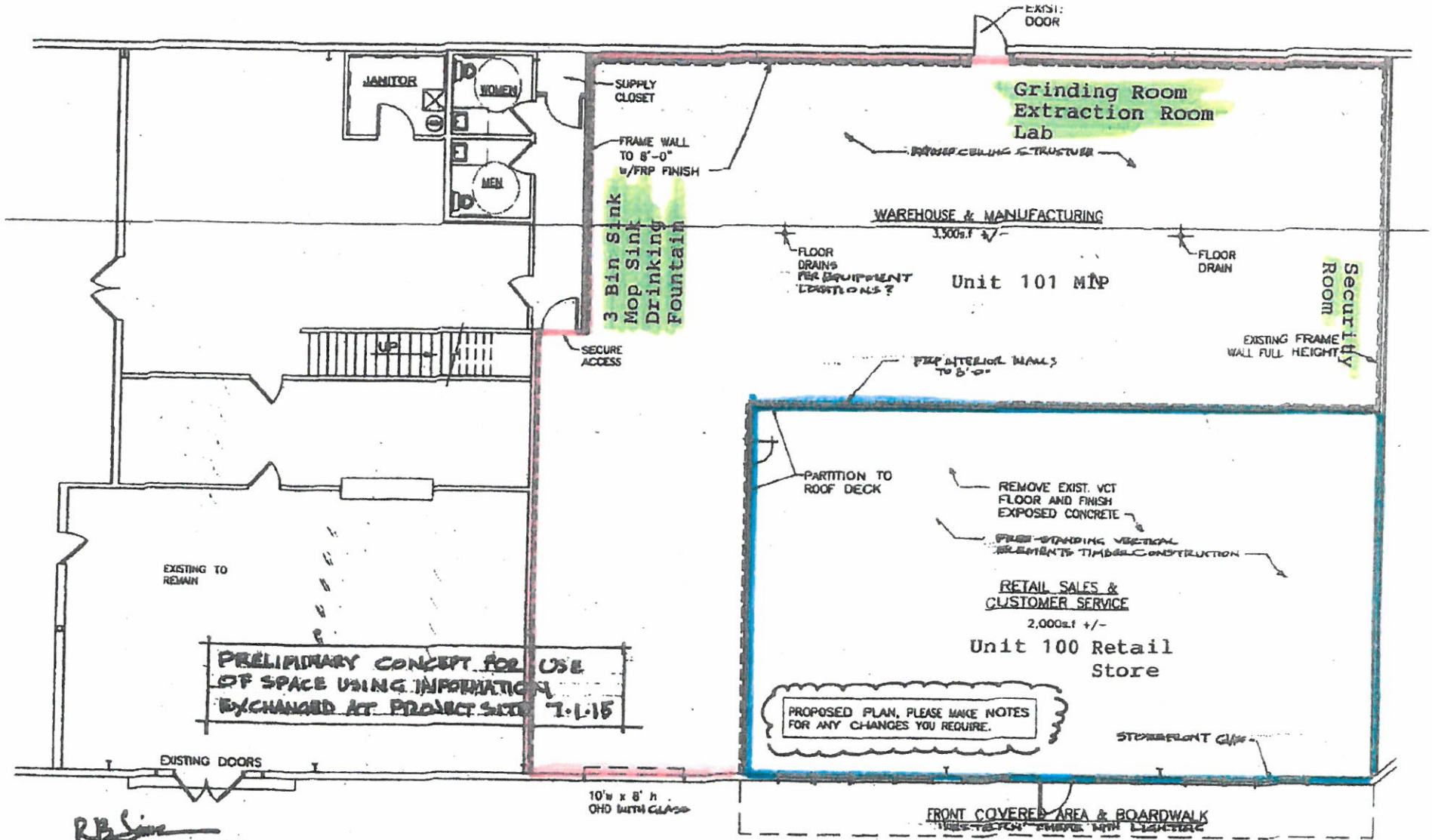
****

Listing of Valuation of Members Interest – Schedule 3

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Green Cross Colorado, L.L.C.
VALUATION OF MEMBERS INTEREST

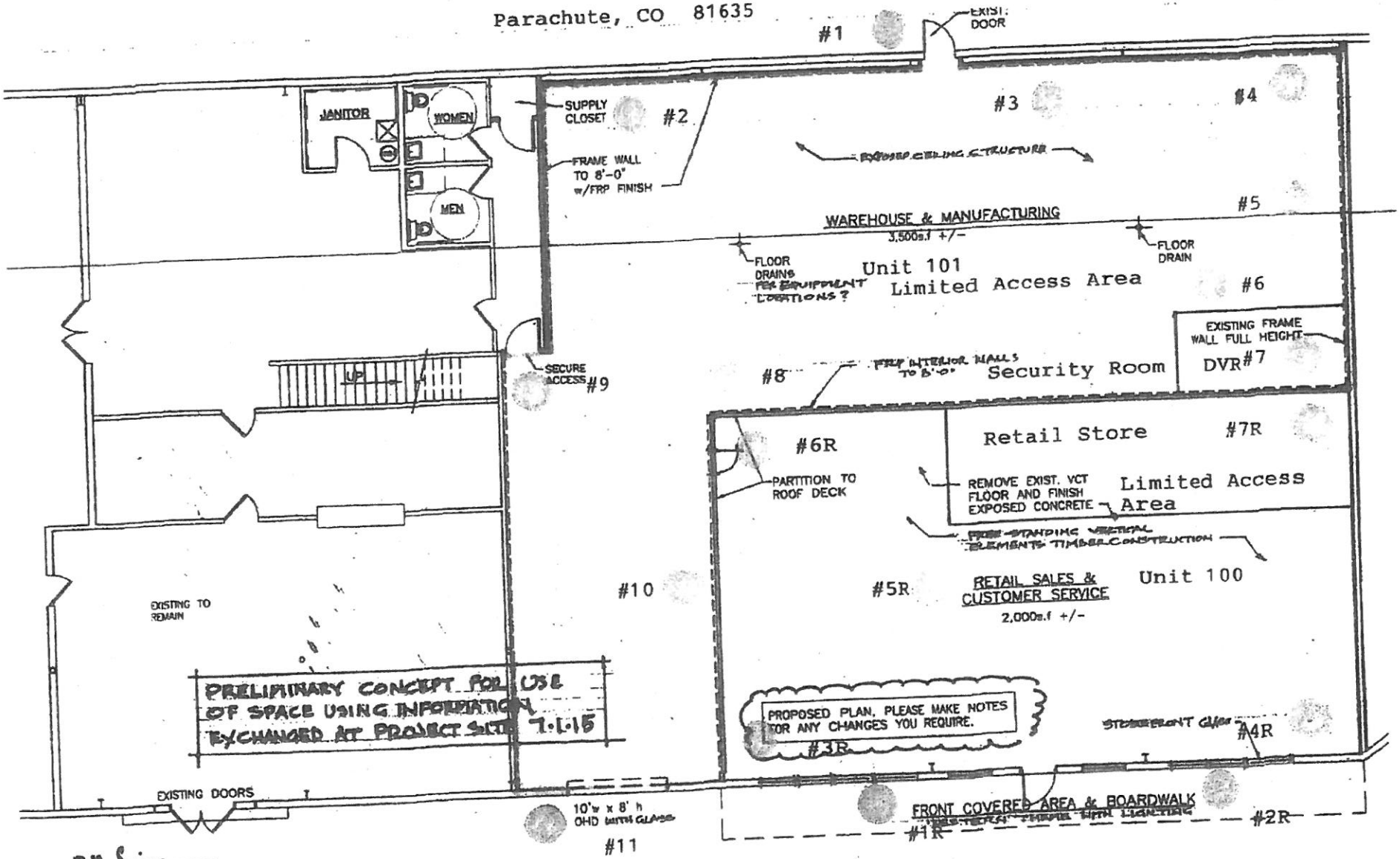
Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

NAME:	VALUATION
Daniel V Griffin	$2,500.00
Sherri Marzario	$2,500.00



Floor Plan - Green Cross Colorado, LLC dba
The Tumbleweed Dispensary

Security Plan - Green Cross Colorado, LLC dba
The Tumbleweed Dispensary
150 S Columbine Ct, Unit 100 Retail Store
Unit 101 Retail MIP
Parachute, CO 81635



RB Sisson
generated 7.9.15

Security Alarm Monitoring
Apex Security & Fire - 970-344-6203

WORLDWIDE INSURANCE SPECIALIST, INC.
2424 West Missouri Ave, Phoenix, AZ 85015
Toll Free(888) 518-8011 Phone(602) 749-0702 FAX (602) 674-8235

CLIENT / INVOICE # Green Cross Colorado LLC dba The Tumbleweed Dispensary

BOND ISSUANCE INSTRUCTIONS

In order for WorldWide Insurance Specialist, Inc. to better service your bonding needs please complete the following information.

The following information must be completed **EXACTLY** how you want it to appear on the bond. ***The following must also match your indemnity agreement or a new one will need to be completed, signed and returned before issuance of your bond.***

NAME: Green Cross Colorado LLC dba The Tumbleweed Dispensary
ADDRESS: 150 S Columbine Court Unit 100
CITY: Parachute **STATE:** CO **ZIP:** 81635

BOND EFFECTIVE DATE: 09/24/2015 BOND EXPIRATION DATE: 09/24/2016
BOND AMOUNT: $5,000

_____ _____

SHIPMENT OF BOND WILL BE REGULAR U.S. MAIL TO THE ABOVE ADDRESS UNLESS OTHERWISE SPECIFIED:

Mailing Address for bond to be mailed to, if different than above address (Do not put obligee's address).
NAME: Daniel V Griffin
ADDRESS: 7931 S Broadway PMB 155
CITY: Littleton **STATE:** CO **ZIP:** 80122

FEDERAL EXPRESS: YOUR ACCT. #_____
UPS: YOUR ACCT. # & ZIP CODE _____

TYPE OF DELIVERY: PRIORITY ($6.00) ☐ OVERNIGHT ($20.00) ☐
2 DAY ($14.00) ☐ REGULAR MAIL ☐ OTHER ☐_____

CLIENT OR AGENT SIGNATURE: _____

There will be a $50.00 Rider Fee charged for any correction after issuance due to incorrect information provided.

Departmental Use Only

RECEIVED 711
AUG 17 2015
Colo. Dept. of Revenue

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

Colorado Sales Tax Withholding Account Application

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

A

1. Reason for Filing This Application — Required
☐ Original Application ☐ Change of Ownership ☒ Additional Location

Do you have a Department of Revenue Account Number? ☒ Yes ☐ No
If Yes, Account Number [redacted]

2. Indicate Type of Organization. If you are not an individual you must have a FEIN number.

☐ Individual	☒ Limited Liability Company (LLC)	☐ Corporation/'S' Corp.	☐ Government
☐ General Partnership	☐ Limited Liability Partnership (LLP)	☐ Association	☐ Joint Venture
☐ Limited Partnership	☐ Limited Liability Limited Partnership (LLLP)	☐ Estate/Trust	☐ Non-Profit (Charitable)

B

1a. Last Name or Business Name	First Name	Middle initial
Green Cross Colorado, LLC		

1b. Proof of Identification (Requirements – See page 4)

2a. Trade Name/ Doing Business As (If applicable, and for informational purposes only)	2b. FEIN (required)	2c.SSN
The Tumbleweed Dispensary	[redacted]	[redacted]

Physical Place of Business

3a. Principal Address (A Colorado address is required if a location in the state)	City	State	Zip
150 S Columbine Court, Unit 100	Parachute	CO	81635

3b. County	3c. If business is within limits of a city, what city?	3d. Phone Number
Garfield	Parachute	(720) 810-1187

Mailing address — enter mailing address here if different than the physical address

4a. Last Name or Business Name	First Name	Middle Initial	4b. Phone Number
Green Cross Colorado, LLC			(720) 810-1187

4c. Mailing Address	City	State	Zip
7931 S Broadway, Ste 155	Littleton	CO	80122

5. List specific products (you must list the products you sell) and/or services you provide and Explain In Detail in section 5a. below.

Do you sell alcohol?	☐ Yes	☒ No	Do you rent out items for 30 days or less?	☐ Yes	☒ No
Do you sell tobacco products?	☐ Yes	☒ No	Do you sell Prepaid Wireless?	☐ Yes	☒ No
Is your business in a special taxing district?	☐ Yes	☒ No	Do you sell medical marijuana?	☐ Yes	☒ No
Do you rent motor vehicles for 30 days or less?	☐ Yes	☒ No	Do you sell adult usage marijuana?	☒ Yes	☐ No

5a. List specific products and/or services you provide and Explain In Detail

Th Tumbleweed Dispensary when licensed with offer adult 21plus retail marijuana products in the form of flower, concentrates, edible products

6a. Owner/Partner/ Corp. Officer Last Name	Owner/Partner/ Corp. Officer First Name	Middle Initial
Griffin	Daniel	V

6b. Title	6c. FEIN	6d. SSN	6e. Phone Number
Owner - Member		[redacted]	(720) 810-1187

6f. Address	City	State	Zip
7931 S Broadway, Ste 155	Littleton	CO	80122

7a. Owner/Partner/ Corp. Officer Last Name	Owner/Partner/ Corp. Officer First Name	Middle Initial
Marzario	Sherri	

7b. Title	7c. FEIN	7d. SSN	7e. Phone Number
Owner-Manager		[redacted]	(612) 865-7096

7f. Address	City	State	Zip
1187 Gore Trail	Cordillera	CO	81632

(Form continued on page 2)

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

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

8c. Address	City	State	Zip

C

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

2a. **Filing Frequency:** If sales tax is collected:

☐ $15.00/ month or less — Annually ☐ Under $300/ month — Quarterly

☐ Wholesale Only — Annually ☑ $300/ month or more — Monthly

2b. First Day of Sales (MM/DD/YY): Anticipated opening Dec 2015

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

Revenue Registration Account Number (Dept. Use Only): 30742685

D

1. **Filing frequency** If wage withholding amount is **W2** (Withholding of $50,000 plus see Section D page 6)

☐ $1 – $6,999/Year — Quarterly ☑ $7,000 – $49,999/ Year — Monthly ☐ $50,000 +/ Year — Weekly

2. ☑ **W2** Withholding ☐ **1099** Withholding

1a. **Filing frequency** If wage withholding amount is **1099** (Withholding of $50,000 plus see Section D page 6)

☐ $1 – $6,999/Year — Quarterly ☐ $7,000 – $49,999/ Year — Monthly ☐ $50,000 +/ Year — Weekly

2a. ☐ **Oil/Gas** Withholding

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

3b. Payroll Records Phone Number: (720.810.1187

E

Period Covered From MM/YY	Period Covered To MM/YY		Fees (see fees on page 3)			
12/15		(0020-810)	State Sales Tax Deposit	(355)	$ 50	00
12/15	12/15	(0080-750)	Sales Tax License	(999)	$ 4	00
	12/	(0100-750)	Wholesale License	(999)	$	00
		(1000-750)	Wage W2 Withholding	(999)	$	00
		(1020-750)	1099 Withholding	(999)	$	00
	12/	(0160-750)	Charitable License	(999)	$	00
Mail to and Make Checks Payable to: Colorado Department of Revenue, PO Box 17087 Denver, CO 80261-0087			Amount Owed		$ 54	.00

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

F

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

Signature of Owner, Partner, or Corporate Officer Required	Title	Date (MM/DD/YY)
[signature]	OWNER - Manager	08/17/15

(See fees and additional information on page 3)

Colorado Associated Key Marijuana License Application

Marijuana Enforcement Division

DR 8520 (09/10/14)

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 [signature] Date 8/16/15

DR 8522 (09/10/14)

DR 8520 (09/08/14)
COLORADO DEPARTMENT OF REVENUE
Marijuana Enforcement Division

Marijuana License Number (Leave Blank)

Associated Key License Application Form

Applicant's Last Name (Please Print)	First Name (Please Print)	Full Middle Name
Marzario	Sherri	Lynn

Maiden/Married Names Used (Full Name) (Attach separate sheet if necessary)
Sherri Marzario
Sherri Benrud

Nicknames, Aliases, Etc. Used (Full Name) (Attach separate sheet if necessary)

Sex	Race	Date of Birth	Social Security Number	Other Social Security Numbers Used
☐ M ☒ F	White	1/9/70	[redacted]	☐ Yes (If yes, attach details) ☒ No

Place of Birth: City	State	Country	Drivers License Number and State
Waukesha WI	WI	USA	[redacted] CO

Physical Appearance ⇨	Height	Weight	Hair Color	Eye Color	Scars/Tattoos	If yes, explain on a separate sheet
	5'6"	140	Black	BLU	☐ Yes ☒ No	

U.S. Citizen	CO Resident	Date of Residency	*If "No", include details here. (Attach separate sheet if necessary)	Alien Registration Number
☒ Yes ☐ No	☒ Yes ☐ No	5-17-2012		

Physical Address

Address	City	County	State	ZIP
1187 Gore Trail	Cordillera	Eagle	CO	81632

Length of time at this Address: Year(s)	Month(s)	Home Phone Number	Cell Phone Number	Email Address
3	8	( )	(612) 865-7096	Sherrimx@aol.com

Mailing Address (if different from Physical Address)

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
19545 Hampshire Court	Prior Lake, MN 55372	2/2001	5/2012

Name of licensed Marijuana business associated with	Work Phone Number	Job Title
Green Cross Colorado LLC	(720) 810 1187	Manager
Name of present employer, if different from above	**Work Phone Number**	**Occupation or Job Title**
N/A	( ) N/A	N/A

Do you currently possess a Colorado Marijuana license or are you an associated person in any other type of Colorado Marijuana license? ☐ Yes ☒ 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) ☐ Yes ☒ 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? ☐ Yes ☒ No

*If "Yes", explain here:

Applicant's Signature	Date
Sherri Marzario	8/16/15

Applicant's Last Name (Please Print)	First Name (Please Print)	Full Middle Name
Marzario	Sherri	Lynn

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?	☐ Yes ☒ 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?	☐ Yes ☒ 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?	☐ Yes ☒ No
4	Are you a licensed Physician making patient recommendations?	☐ Yes ☒ No
5	Have you had your authority to act as a primary caregiver revoked by the State Health Agency?	☐ Yes ☒ No
6	Are you under 21 years of age at the time of this application?	☐ Yes ☒ No
7	Are you the spouse or child living in the household of any person employed by the Colorado Marijuana Enforcement Division?	☐ Yes ☒ No
8	Are you an officer, reserve police officer, agent, or employee of any law enforcement agency of the State of Colorado?	☐ Yes ☒ No

STOP 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
Sherri Marzario	8/17/15

Applicant's Last Name (Please Print)	First Name (Please Print)	Full Middle Name
Marzario	Sherri	Lynn

Education

High School Name	Location			
Beaver Dam Senior High Sch	Beaver Dam Wisconsin			
Major	**Dates Attended**		**Graduate**	**Degree Earned**
	From 1984	To June 1988	☒ Yes ☐ No	High School Diploma
College/Vo-Tech Name (Submit diploma copy)	**Location**			
Minneapolis Community College	Minneapolis, MN			
Major	**Dates Attended**		**Graduate**	**Degree Earned**
General	From 1995	To 6/1997	☒ Yes ☐ No	Associates Degree
Other College/School Name (Submit diploma copy)	**Location**			
Major	**Dates Attended**		**Graduate**	**Degree Earned**
	From	To	☐ Yes ☐ No	
Other College/School Name (Submit diploma copy)	**Location**			
Major	**Dates Attended**		**Graduate**	**Degree Earned**
	From	To	☐ Yes ☐ No	

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: SM

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Marzario	Sherri	Lynn

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

1	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense)		

2	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense)		

Signature	Date

Applicant's Last Name (Please Print)	First Name	Full Middle Name

DR 8520 (09/08/14)
COLORADO DEPARTMENT OF REVENUE
MEDICAL MARIJUANA ENFORCEMENT DIVISION

Arrest Disclosure Form

(Continued)

Please List Each Offense Separately

3	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		

4	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		

Signature	Date

Applicant's Last Name (Please Print): Marzario | First Name: Sherri | Full Middle Name: Lynn

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
Madison Financial Companies, Inc.	1/1/1995 - present	President	oversee all functions of Companies	Still employed
Address (include ZIP code): 15405				Supervisor's Name:
Employer/Business Name: Alpine Herbal Wellness	Dates (from-to): 4/1/2011 - 4/1/2012	Title:	Description of Duties: payroll, office duties	Reason for Leaving: Was not happy
Address (include ZIP code):				Supervisor's Name: Brandon Westin
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:
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.

	Last Name	First Name	Middle Name	Residence Phone
1	Potts-King	Kimberly	I	(612) 845-4962
Years Known: 15	Address: 3171 Fairlawn Lane	City: Prior Lake	State: MN	ZIP: 55372
Employer: Cash it / Neighborhood Financial				Business Phone: (952) 881-1777
Address: 1722 East Old Shakopee Road		City: Bloomington	State: MN	ZIP: 55425
2	Last Name: Gregory	First Name: Jane	Middle Name: E	Residence Phone: (952) 933-2640
Years Known: 10	Address: 5505 Knoll Dr.	City: Minneapolis	State: MN	ZIP: 55436-1022
Employer: Unemployed				Business Phone: ( )
Address:		City:	State:	ZIP:
3	Last Name: King	First Name: Jay	Middle Name:	Residence Phone: (612) 961-2438
Years Known: 7	Address: 3171 Fairlawn Lane	City: Prior Lake	State: MN	ZIP: 55372
Employer: Neighborhood Financial Center				Business Phone: (952) 881-1777
Address: 1722 East Old Shakopee Road		City: Bloomington	State: MN	ZIP: 55425

Applicant's Initials: SMM

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Mazzarino	Sherri	Lynn

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

☐ Liquor ☐ Real Estate Broker/Sales ☐ Accountant
☐ Lawyer ☐ Physician ☐ Insurance
☐ Racing ☐ Lottery ☐ Securities Dealer
☐ 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 SM

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Marzario	Sherri	Lynn

Personal Financial

1. Annual Income	
Salary (Source): Green Cross Colorado LLC	$ 40,000. –
Salary (Source):	$
Interest (Source):	$
Interest (Source):	$
Dividends (Source):	$
Dividends (Source):	$
Other (Source):	$
Other (Source):	$
Total	$ 40,000 –

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:	$ 2500
3. Percentage of ownership this amount represents:	50%
4. Investment will be derived from the following sources:	

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: SM

DR 4679 (09/03/14)
COLORADO DEPARTMENT OF REVENUE

Affidavit - Restrictions on Public Benefits

I, Sherri Marzario swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**

- [X] 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 Sherri Marzario Date 8/17/15

Affirmation & Consent

I, Sherri Marzario, 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
Marzario	Sherri	Lynn

Signature	Date
Sherri Marzario	8/17/15

Investigation Authorization
Authorization to Release Information

I, Sherri Marzario, 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)	Legal First Name	Legal Middle Name
Marzario	Sherri	Lynn

Signature (Must be signed in front of a witness): Sherri Marzario

Dated this 17 (day) day of AUGUST (month) 20 15 (year) at 1 30 pm (time)

City: Cordillera | State: CO

Witness Signature:

Applicant's Request to Release Information

TO: _____

FROM: (Applicant's Printed Name) Sherri Marzario

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 of 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)	First Name	Middle Name
Marzario	Sherri	Lynn

Signature (Must be signed in front of a witness) Sherri Marzario

Dated this 17 (day) day of AUGUST (month) 2015 (year) at 1 30 pm (time)

City Cordillera State Co

Witness Signature

Spouse's Last Name (Please Print)	Spouse's First Name	Middle Name

Spouse's Signature (Must be signed in front of a witness)

Dated this _____ (day) day of _____ (month) 20_____ (year) at _____ (time)

City _____ State _____

Witness Signature

Signature of Marijuana Enforcement Division agent presenting this request _____ Date _____

LEASE

THIS LEASE is made and entered into between the Lessee and the Lessor to become effective August 1, 2015. Rent shall commence 60 days from the effective date. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. RECITALS

For the purpose of interpreting and giving effect to this Agreement, the parties agree to the truth and accuracy of the following:

a. The Lessee is Green Cross Colorado, LLC dba The Tumbleweed Dispensary. The Lessor is Metcalf Property Management LLC.
b. The Lessee desires to lease from lessor the following described premises; 150 S. Columbine Court, Parachute, CO 81635 which has unit #100 store and unit #101 infused products kitchen as outlined on Exhibit A. The space is approximately 5582 sq. ft..
c. The Lessee accepts premises as is and will do all tenant improvements and pay for same.

2. LEASE

a. The Lessor hereby leases to the Lessee the above-described premises for an initial term of five (5) years commencing August 1, 2015, and continuing until July 30, 2020, unless terminated at an earlier date as provided herein

b. The Lessor hereby grants the Lessee the right and option to renew this lease on the same terms and conditions as herein set forth two (2) times for a period of five (5) years with rent at a [redacted]. All terms and conditions applicable to the initial term of this lease shall apply to the renewal term, except as specifically set forth herein to the contrary.

c. The Lessee may exercise the option to renew described above only if Lessee has complied with the terms and conditions of this lease for the immediately preceding lease term and is not in default at the time the option is to take effect. In order to exercise the option to renew, the Lessee must give written notice of Lessee's intent to exercise to the Lessor, which notice must be received by Lessor at least sixty (60) days prior to expiration of the initial term of this lease or any renewal period.

3. RENTAL

a. Each monthly rental payment shall be payable in advance the first day of the calendar month or the following Monday if the first day of the month falls on a weekend and shall be deemed timely if received by the Lessor on the date due at the following mailing address:

Metcalf Property Management, LLC
150 S Colubine Ct, Unit B
Parachute, CO 81635

TJM 7-27-15

b. Said premises, with all the appurtenances, are leased to the Tenant from the date of August 1, 2015 to the date of July 31, 2020 at and for a rental for the full term of $[redacted] in monthly installments of $[redacted] in advance, on the First day of each calendar month during the term of the lease.

[redacted]

c. Lessee shall pays its own utilities in addition to the gross rent.

d. In the event that any payments required hereunder are not paid within five (5) days of the due date, if Lessor elects to accept such late payment, the Lessee shall pay a late charge of $10.00 per day. Acceptance of any late payment shall not be deemed a waiver of any rights of the Lessor hereunder.

4. SECURITY DEPOSIT

a. Lessee's buildout of the premises and improvements shall be sufficient for waiver of security deposit.

5. LESSEE'S OBLIGATIONS

a. Lessee accepts the demised premises in present condition "subject to recital 1d and shall keep the leased premises and any improvements that may be installed thereon in good repair at the expense of the Lessee and at the expiration of the lease to surrender and deliver up said premises in as good condition as they were in at the time Lessee accepted and entered into possession of same, ordinary wear excepted.

b. Lessee will not suffer the leased premises, or the walls or the floors thereof, to be endangered by overloading, nor said leased premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous.

c. Lessee agreed not to make alterations or changes, in, upon or above the leased premises without first obtaining written consent therefor from Lessor. Lessee shall provide the Lessor with the exact nature of the alterations or changes contemplated, the anticipated cost thereof, the names and addresses of anticipated supplier of materials and labor, and plans for alterations or changes proposed. No alterations or changes shall be undertaken until such time as the Lessor has approved the proposed plans in writing and has posted on the leased premises a notice pursuant to Colorado mechanic's lien law that the Lessor is not responsible for payment for the alterations or changes and the leased premises is not subject to a mechanic's lien for said alterations or changes. The Lessee agrees to indemnify and hold the Lessor harmless from the cost of any such improvements.

d. All improvements, additions or alterations shall be constructed installed and made in good and workmanlike manner in full conformity with applicable codes and regulations. All materials and fixtures used in the alterations undertaken by

Lessee shall be of good quality. It is further agreed that any and all improvements made by Lessee to the leased premises that are made a permanent part of the building shall remain as the property of the Lessor after termination of the lease.

e. Lessee shall maintain, at Lessee's expense, all mechanical systems, including all plumbing, heating, air conditioning, ventilating, electrical, and lighting facilities within the leased premises in good operating order and provide for all servicing and maintenance of all such equipment and facilities and make such repairs (not replacements) of such equipment and facilities as may be necessary to maintain the same in proper operating condition. Lessee shall surrender and deliver up the leased premises at the termination of the lease in as good order and condition as when the same was entered upon, loss by fire, unavoidable accidents, and ordinary wear and tear excepted.

f. The Lessee acknowledges that Lessee has inspected the leased premises and is accepting it in its present condition "as is" without warranty of any kind. The Lessee has undertaken and made such investigations as necessary to satisfy Lessee as to the condition of the leased premises and that the leased premises is suitable for Lessee's intended use. The Lessee is not relying on any representations of the Lessor or Lessor's agents regarding these matters, except as are expressed herein.

g. Use of leased premises: Lessor has been informed and acknowledges that Lessee will be using the leased premises for the purpose of retail marijuana sales and the manufacture of infused marijuana products. Lessee may use and occupy the leased premises for office, storage and any other light industrial use allowed in the City of Parachute, provided the use is conduced in accordance with this lease and all applicable state/local legal requirements. Lessor has relied on the Constitutional provisions of the State of Colorado and applicable state and local laws in entering into this lease agreement.

TJM h ~~g.~~ The Lessee agrees to abide by all applicable building codes and ordinances and to pay all applicable sales tax and personal property tax.

TJM i ~~h.~~ Signs, notices, advertisements, or other inscriptions, not presently in existence, shall not be placed by the Lessee on the building's exterior walls and/or windows without first obtaining written approval of Lessor, which approval shall not be unreasonably withheld. All signs used in connection with the business to be conducted on the subject premises shall be installed and maintained in conformity with applicable regulations.

TJM j ~~i.~~ Lessee shall be responsible for electricity, gas, janitorial, telephone, and Internet access services used in connection with the leased premises and said services shall be in the name of and paid for by the Lessee.

TJM k ~~j.~~ Tenant shall be responsible for "sidewalk" snow removal only. Lessor to provide parking lot snow removal.

TJM 7-27-15 DG

6. LESSOR'S OBLIGATIONS

a. Lessor, upon payment of the rent herein reserved and the performance of the other covenants of the lease by Lessee, guarantees the peaceful and quiet enjoyment of the leased premises during the full term of this lease by Lessee.

b. The Lessor states that all of the mechanical systems, including all plumbing, heating, air conditioning, ventilating, electrical, and lighting facilities are in good working order and repair at the time of commencement of this lease and have been inspected and approved by the Lessee. The responsibility of maintenance, and repair of such items, shall be the sole responsibility of the Lessee as set forth in subparagraph 5(e) above.

7. INDEMNITY

The Lessee shall indemnify and hold harmless the Lessor against all expenses, liabilities, and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of:

a. Any injury, damage, wrongful death, property damage, or related claims happening on or about the leased premises;

b. Failure to comply with any law, ordinance, or resolution of any governmental entity;

c. Any mechanic's lien or security interest filed against the lease premises for alterations, fixtures, or improvements thereon, or for any other reason arising out of work done by or on behalf of the Lessee.

d. Any failure by Lessee to perform any of the terms and conditions of this lease.

8. TAXES

a. Lessor covenants to pay and discharge before they become delinquent all general real property taxes and special assessments levied against the real property.

9. INSURANCE

a. Without limiting the indemnity referred to in paragraph 7 above, the Lessee shall carry and maintain the leased premises general fire, casualty, and extended coverage insurance for the contents of the leased premises and general liability insurance with an insurer and in an amount approved by the Lessor. Such liability policy shall name the Lessor and Lessee as co-insureds. Lessee shall provide proof of such insurance to Lessor within ten (10) business days of execution of this lease.

b. Lessor shall not unreasonably withhold Lessor's acceptance of

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(4) DO 7-22-15

Lessee's insurance coverage nor require unreasonable limits of coverage.

c. Upon demand of the Lessor, the Lessee shall promptly deliver to the Lessor a current copy of each policy of insurance required under this lease and all such policies shall contain a loss payable clause as the interest of the parties may appear. All such policies shall contain a provision prohibiting cancellation without at least thirty (3) days prior notice to Lessor.

d. The Lessee shall within ten (10) days prior to the expiration of each policy required in this lease furnish to the Lessor renewal or binders.

e. If at any time the Lessee fails to purchase and maintain insurance hereunder, the Lessor, in addition to all other remedies available to the Lessor, may purchase such insurance and assess the cost thereof to the Lessee as additional rent which shall be payable immediately upon demand of the Lessor.

f. Lessee shall at all times during the term of this lease maintain workers' compensation insurance coverage as required by Colorado law.

10. DAMAGE AND DESTRUCTION

a. In the event the leased premises are damaged or destroyed during the term of this lease by fire, flood, storm, civil commotion or other unavoidable consequence, the Lessor shall, except as provided below, diligently repair or rebuild those portions damaged, except alterations and improvements made by Lessee, to substantially the same condition as at the commencement of this lease. The Lessee shall be responsible for repair or replacement of contents and any fixtures, furniture, improvements, alterations and repairs Lessee furnished or installed.

b. If continuation of business is not practical, all rentals due and payable hereunder shall abate until construction is substantially completed or until business is totally or partially resumed, whichever is earlier. In the event of partial resumption or continuation of business, rent shall only be partially abated in proportion to the extent Lessee is deprived of the use of the leased premises.

c. If the leased premises are damaged or destroyed to the extent that it appears in the sole judgment of the Lessor that the leased premises cannot be reasonably or substantially or fully repaired or restored by the Lessor within ninety (90) days after the damage or destruction, either party shall have the option to terminate this lease in writing by giving written notice to the other party within thirty (30) days after the date of such damage or destruction.

d. Upon written demand by the Lessee following such damage or destruction, the Lessor shall promptly deliver to the Lessee a written notice of Lessor's decision as to whether or not the leased premises are capable of being repaired as outlined immediately above.

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e. In the event the lease is terminated pursuant to the terms of this section, Lessee shall promptly surrender the leased premises to Lessor and shall pay rent only to the date of such occurrence. Lessor's obligation hereunder shall in no way be construed to include maintaining fire and casualty insurance on Lessee's leasehold improvements or properly located on the premises.

11. ASSIGNING, MORTGAGING, SUBLETTING

Lessee shall not assign, create a security interest in, pledge, or encumber this lease, in whole or in part, or sublet the whole or any part of the leased premises, or permit the use of the whole or any part thereof by any licensee or concessionaire, without first obtaining the written consent the Lessor, which consent may be withheld at the sole discretion of the Lessor. Any such assignment, subletting, or creation of security interest or encumbrance in violation hereof shall be void. In the event of any such permitted assignment, subletting, licensing, or granting of a concession, Lessee shall nevertheless remain liable for the performance of all of the terms, conditions, and covenants of this lease.

12. RIGHT OF ENTRY

a. Insofar as may be necessary for the protection of the Lessor's rights, the Lessor may enter and inspect the leased premises at reasonable times.

b. The Lessor shall have the right of entry into the leased premises for the purpose of gaining access for improvements, repairs, and maintenance of the leased premises and otherwise to inspect the premises.

c. During the term hereof, the Lessor shall have the right of entry into the leased premises for the purpose of showing the leased premises to prospective purchasers.

13. STATEMENT OF LESSEE

The Lessee shall upon request of the Lessor execute and deliver to the Lessor a statement in writing certifying that this lease is unmodified and in full force and effect if such is the fact, or if there has been a modification, stating the modification. Such statement may be relied upon by any prospective purchaser of the leased premises or the building in which they are located.

14. SALE BY LESSOR

In the event the Lessor sells the leased premises or the building in which they are located to/ any third party, the sale shall operate to release the Lessor from any and all future liability under this lease if the purchaser assumes all the duties of the Lessor hereunder. So long as the Lessee shall not be in default in the terms of this lease, this

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lease shall not be terminated, and the Lessee agrees to attorn to any new owner who shall assume the Lessor's obligations hereunder. Otherwise, this lease shall not be affected by such sale. Further Lessee shall have a Right of First Refusal to purchase the property during the term of the lease and all extension on the same terms and conditions as a bonefide offer to purchase the subject property.

15. DEFAULT

a. Lessee's right in and to the leased premises depends upon the performances and keeping of the covenants, agreements, duties, and obligations of Lessee set forth in this lease. Any default in the payment when due of any sum or in the performance when due of any other provision of this lease shall operate against Lessee, Lessee's grantees, successors and assigns. In the event (aa) that Lessee fails to make any rental payment or any other payment called for by this lease within ten (10) days after such payment is due, or (bb) in the event Lessee shall abandon the leased premises; or (cc) in the event that Lessee, after having received from Lessor written notice describing in general terms the breach of any other provision of this lease, fails to cure said breach within ten (10) days after the date of said notice, then Lessor shall have the following rights and remedies in addition to all other rights provided in this lease or by law:

i. Without cancelling this lease, Lessor may re-enter and re-let the leased premises or any part thereof, for such rent, upon such provisions, for such period and to such person or persons as may seem proper to Lessor, it being understood that Lessor will use diligence to find a new tenant or tenants and that Lessor will not unreasonably withhold Lessor's consent and acceptance of any tenant or tenants proposed by Lessee if such proposed tenant or tenants possess good reputation and financial stability and if the zoning and other governmental regulations permit the use proposed by said new tenant and such use shall, in the sole opinion of the Lessor, be compatible with land usage of adjacent property. If the monthly rents received or to be received from such re-letting are less than the rents provided for in this lease, Lessor, at Lessee's option, may require the Lessee to pay such deficiency month by month. Lessor shall in no event be required to pay Lessee any sum realized by Lessor on such re-letting even though such sums exceed the rent reserved in this lease. Lessee agrees that such acceptance of a tenant or tenants by Lessor in place of Lessee shall not operate as a cancellation of this lease nor to release Lessee from the performance of any of Lessee's obligations under this lease, and that the performance by any such substitute tenant or tenants shall constitute satisfaction only pro tanto of the obligations of Lessee under this lease.

ii. Lessor may cancel this lease upon an uncured default by Lessee and all rights of Lessee in the leased premises in which event all payments and all other obligations due under this lease up to the date of such cancellation shall be paid and performed by Lessee. Lessor shall be entitled to damages at law for breach of this lease by Lessee, but all other rights and duties whatsoever of both Lessor and Lessee under this lease shall cease as of the date of such cancellation, and the leasehold estate hereby created shall cease of exist.

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iii. The rights and remedies provided in (ii) above are cumulative to the rights and remedies provided in said (i) above and may be exercised at the option of the Lessor even though the rights and remedies provided in said (i) above have been previously exercised, and regardless of the length of time elapsing between the exercise of any one or more of the rights and remedies of said (i) above and election to exercise the rights and remedies given in (ii) above.

iv. In addition to the rights and remedies set forth in ((i) and (ii) above, Lessor shall have all the rights and remedies provided by law whatsoever, including in particular, but not limited to, the right at all times to recover damages, and also all other rights granted by this lease. All of the rights and remedies provided in this subparagraph (iv) may be invoked by Lessor at any time, both before and after the exercise of any one or more of the rights and remedies granted in (i) and (ii) above.

b. .Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed of the leased premises, by reason of the violation by Lessee of any of the covenants or conditions of this lease, or otherwise.

c. If a petition in bankruptcy be filed by the Lessee, or if the Lessee shall be adjudicated bankrupt, or if the Lessee shall make a general assignment for the benefit of creditors, or if in any proceeding based upon insolvency of the Lessee, a received for the Lessee shall be appointed, then Lessor shall have the right and option to terminate this lease and recover possession of the leased premises by summary proceedings.

d. In the event that legal proceedings are instituted by Lessor as a result of Lessee's default, Lessor shall be entitled to Lessor's reasonable attorney's fees therefore, together with costs.

16. GENERAL PROVISIONS

a. This paragraph headings contained herein are descriptive and for convenience only. If there is any conflict between a paragraph heading and substantive text, the substantive text shall control the construction of this agreement.

b. This agreement shall be binding upon and inure to the benefit of the successors and assigns the parties.

c. Any notice required under the terms of this agreement shall be sufficient when given in writing, by certified mail, return receipt requested, addressed as follows:

Lessor: Metcalf Property Management LLC
150 S. Columbine Ct., Parachute, CO 81635

Lessee: Green Cross Colorado, LLC dba The Tumbleweed Dispensary

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d. In the event that litigation is required to resolve a dispute between the parties arising out of this agreement, the parties agree that the forum of such litigation shall be in a court of competent jurisdiction in and for the County of Garfield, Colorado.

e. Lessee shall not record this lease without the written consent of the Lessor; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this lease for the purpose of recordation. Said memorandum or "short form" of this lease shall describe the parties, the leased premises, and the term of this lease and shall incorporate this lease by reference. If Lessee shall default in the performance of any of the covenants of this lease subsequent to recordation of the memorandum or "short form" of this lease and Lessee shall refuse to execute a release of this lease, Lessee shall be liable for the cost to remove said recorded instrument as a cloud of the Lessor's title, including cost of suit and reasonable attorney's fees.

f. This lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part thereof, and to any and all renewals, modifications or extensions of any such mortgages. Lessee shall, on demand, execute, acknowledge and deliver to Lessor, without expense to Lessor, any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification or extension, and if Lessee shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Lessor, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Lessee's attorney in fact and in Lessee's name. Lessee hereby irrevocably makes, constitutes and appoints Lessor, Lessor's successors and assigns, Lessee's attorney in fact for that purpose.

g. No amendment or modification of this lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this agreement.

h. The individuals executing this agreement hereby acknowledge that they have been duly authorized to do so on behalf of the entities that the respectively represent, and all necessary acts and approvals have been accomplished or completed by said entities so that the terms hereof shall be binding upon said entities.

i. Lessee shall pay the first 6 (six) months rent in advance to Lessor which is the sum of $21,000 when the first rental payment is due which shall be October 1, 2015.

LESSOR: Metcalf Property Management LLC

DM 7-27-15 7-22-15

By: _____

LESSEE: Green Cross Colorado, LLC dba The Tumbleweed Dispensary

By: _____

Daniel V Griffin - Licensee
Owner - Green Cross Colorado, LLC
660 N Bryant Street
Denver, CO 80204
720.810.1187
mosby2012@comcast.net

7-27-15 7-22-15

Retail Marijuana Establishment Business License Application JUL 24 2015 11:18

New License Application ☑ Annual License Renewal ☐

License Sought - Attach a copy of the conditional State License or proof of application for a State License.

A separate license application must be filed for each type of desired license or proposed licensed premises.

Retail Marijuana Store ☐ Retail Marijuana Testing Facility ☐

Retail Marijuana Cultivation Facility ☐ Retail Marijuana Products Manufacturing Facility ☑

*A Cultivation Facility license requires a public hearing before the Planning and Zoning Commission for Special Review Use approval.

Applicant's Legal Business Name (Please Print)	Green Cross Colorado, LLC
Trade Name (DBA) (Provide Trade Name Registration)	The Tumbleweed Dispensary
Website Address	N/A

Location and Contact Information – Proposed Licensed Premises

Street Address and Assessor Parcel No. of Proposed Premises	City	State	ZIP
150 S Columbine Court Unit 101	Parachute	CO	81635

Business Phone Number	Business Fax Number	Email Address
720.810.1187	N/A	mosby2012@comcast.net

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

Yes ☑ No ☐ Legal Basis for possession: Ownership ☐ Lease ☑

Other ☐ Explanation: _____

Submit all documentation (e.g. deed, title commitment/report, title, sale or lease agreements etc.) showing legal right to possession. If premises are leased, attach written consent by the property owner to licensing of the premises for a retail marijuana establishment.

Is the proposed licensed premises in compliance with applicable zoning and land use laws? Yes ☐ No ☐

If not, has the applicant submitted the necessary land use application? Yes ☐ No ☐ Attach any submitted application.

Applicants' Contact and Related Information

Address	City	State	Zip
7931 S Broadway, Ste 155	Littleton	CO	80122

Primary Contact Person for Business	Title	Primary Contact Phone Number
Daniel V Griffin	Owner	720.810.1187

Primary Contact Address (city, state, Zip)	Primary Contact Fax Number
660 N Bryant, Denver, CO 80122	N/A

Federal Taxpayer ID	Colorado Sales Tax License #	Email Address
27-1425569	4283180	mosby2012@comcast.net

Business Entity Details

Sole Proprietorship ☐ Partnership ☐ Limited Liability Company ☑ C Corporation (Closely Held) ☐

Trust ☐ Limited Partnership ☐ S Corporation ☐ C Corporation (Publicly Traded) ☐

Other ☐ Explanation: _____

State of Incorporation or Creation of Business Entity	Date of Incorp./Creation
Colorado	12/09/2009

Date Qualified to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office)

December 9, 2009

If a Corporation, Limited Liability Company, or Limited Partnership, List all States Where the Corporation is Authorized to Conduct Business

Colorado

List all Trade Names used by the Business Entity In Addition to Formal Name

CannaPunch, Highly Edible, Tumbleweed Vapes

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,

Green Cross Colorado LLC

is a **Limited Liability Company** formed or registered on 12/06/2009 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 20091636289.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/17/2015 that have been posted, and by documents delivered to this office electronically through 07/20/2015 @ 09:52:06.

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 07/20/2015 @ 09:52:06 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9250494.

Secretary of State of the State of Colorado

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

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

CERT_GS_D Revised 08/20/2008

For this Record...
Filing history and documents
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Business Home
Business Information
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FAQs, Glossary and Information

Summary

Details			
Trade name	The Tumbleweed Dispensary		
Registrant name	Daniel V Griffin		
Status	Effective	**Formation Date**	07/20/2015
ID number	20151460830	**Form**	Individual
Renewal month	May	**Expiration Date**	08/01/2016
Primary residence or usual place of business street address	660 N Bryant, Unit 101, Denver, CO 80204, United States		
Primary residence or usual place of business mailing address	7931 S Broadway, Ste 155, Littleton, CO 80122, United States		

Filing history and documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification

Back

Terms and Conditions

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);

- Been denied a privileged license (i.e. - Liquor, Gaming, Racing and Marijuana)? Yes ☐ No ☑
- Had a privileged license (i.e. - Liquor, Gaming, Racing and Marijuana) suspended or revoked? Yes ☐ No ☑
- Had interest in another entity that had a privileged (i.e. - Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked? Yes ☐ No ☑

If you answered yes to any of the above questions, explain the denial, suspension, or revocation in detail on a separate sheet.

Ownership Structure

List all persons and/or entities with any ownership interest in the applicant/proposed licensee, and all officers and directors, regardless of whether they have an ownership interest in the applicant/proposed licensee. If an entity (corporation, partnership, LLC, etc.) has an ownership interest the applicant/proposed licensee, list all persons having an ownership interest in such entity, their percentage of ownership of the entity, and their effective ownership of applicant/proposed licensee if ownership in applicant is through ownership of a parent or holding entity (an Ownership Entity). Submit additional sheets if necessary.

Name	Title	SSN/FEIN	Date of Birth
Daniel V Griffin	Owner	524-98-0904	01-26-1959

Address	City	State	ZIP	Phone Number
660 N Bryant St	Denver	CO	80204	720.810.1187

Ownership Entity (if applicable)	% Ownership of Ownership Entity	Effective Own. % in Applicant
Green Cross Colorado, LLC	100%	50%

Name	Title	SSN/FEIN	Date of Birth
Sherri Marzario	Onwer/Manager	388-96-0466	01-09-1970

Address	City	State	ZIP	Phone Number
1187 Gore Trail	Cordillera	CO	81632	612-865-7096

Ownership Entity (if applicable)	% Ownership of Ownership Entity	Effective Own. % in Applicant
		50%

Name	Title	SSN/FEIN	Date of Birth

Address	City	State	ZIP	Phone Number

Ownership Entity (if applicable)	% Ownership of Ownership Entity	Effective Own. % in Applicant

Name	Title	SSN/FEIN	Date of Birth

Address	City	State	ZIP	Phone Number

Ownership Entity (if applicable)	% Ownership of Ownership Entity	Effective Own. % in Applicant

Name	Title	SSN/FEIN	Date of Birth

Address	City	State	ZIP	Phone Number

Ownership Entity (if applicable)	% Ownership of Ownership Entity	Effective Own. % in Applicant

Name	Title	SSN/FEIN	Date of Birth

Address	City	State	ZIP	Phone Number

Ownership Entity (if applicable)	% Ownership of Ownership Entity	Effective Own. % in Applicant

Who, besides the owners of the applicant/proposed licensee listed above (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. Submit a separate sheet if necessary.

Name	Date of Birth	FEIN OR SSN	Interest

Has the applicant or an ownership entity listed above (if applicable) ever applied for a marijuana license (retail or medical) in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	Yes ☑ No ☐
Has the applicant or an ownership entity listed above ever been denied a marijuana license (retail or medical), withdrawn a marijuana license or had any disciplinary action taken against any marijuana license that they have held in this or any other jurisdiction, Colorado or otherwise? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	Yes ☐ No ☑
In the last ten years, has the applicant or any partner, member, officer, director, or stockholder of the applicant ever been arrested, charged, or convicted of a crime or offense in a federal, state or other court? If YES, please provide details on a separate sheet, including jurisdiction, the crime or offense arrested for and whether charged with or convicted, and date of action.	Yes ☐ No ☑

Maintenance of Books and Records

Name of Person who maintains Applicant's business records Sherri Marzario	Title Owner/Manager
Address 1187 Gore Trail, Cordillera, CO 81632	Phone Number 612.865.7096
Person who prepares Applicant's tax returns, government forms & reports Toni Newbill	Title CPA
Address 141 Denver West Blvd, #100 Golden, CO 80401	Phone Number 303.456.1120
Location of financial books and records for Applicant's business 660 N Bryant St, Denver, CO 80204	

Managers

Name of Manager of proposed licensed premises. Submit a separate sheet if necessary. Sherri Marzario	Date of Birth 01-09-1970	SSN [redacted]

Colorado Marijuana Licensing Authority – Retail Marijuana License Application

Applicant: Green Cross Colorado, LLC

Notes Addendum

Page 4. Question #3 Has a Medical Marijuana License been issued to applicant, identify name of business

Green Cross Colorado, LLC

Page 6. Question #1 Marijuana Licenses Issued to Applicant

License Number	Type	Location	Jurisdiction	Dates Held
404-00001	MMJ – MIP	660 Bryant St #101	Denver County	Current
403-00673	MMJ – OPC	660 Bryant St #102	Denver County	Current
403-01287	MMJ – OPC	2181 10th St South	Rifle, Colorado	Current
404R-00017	Retail – MIP	660 Bryant St #101	Denver County	Current
403R-00112	Retail – OPC	660 Bryant St #102	Denver County	Current
403R-00224	Retail – OPC	2181 10th St South	Rifle, Colorado	Current

Page 6. Question #9 Detailed list of operating and investment accounts for this business.

As of the date of this application. Green Cross Colorado, LLC does not have a bank account. The last referenced bank account for business was closed by Chase in October 2014. Applicant uses personal checking and investment accounts for some transactions that cannot be paid via cash.

Merrill Lynch
370 17th St
Suite 5500
Denver, CO 80202
800.876.5505

Daniel V Griffin [redacted]

Owner's Affirmation & Consent

I, Daniel V Griffin, as an owner of and 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 foregoing Retail Marijuana Establishment Business License Application, 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 Local Licensing Authority to refuse to issuance of a the desired retail marijuana establishment license. 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 Local Licensing Authority of the Town of Parachute, Colorado 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 applicant holds a retail marijuana establishment license, and for 90 days following the expiration or surrender of such marijuana license.

Print Full Owner/Legal Agent Name:

Applicant's Name: Green Cross Colorado, LLC	Trade Name (DBA): The Tumbleweed Dispensary	
Owner/Legal Agent Last Name (Please Print): Griffin	Owner/Legal Agent First Name: Daniel	Owner/Legal Agent Middle Name: Vaughn
Legal Agent Title: Owner	Signature (Must be signed in front of one witness)	
Date (MM/DD/YY): 07/20/2015	City: Denver	State: CO
Witness 1 Signature: Esther Brans		

Owner's Authorization to Investigate and Release Information

I, Daniel V Griffin, as an owner of and authorized agent for the applicant, hereby authorize the Town of Parachute, Colorado and any Application review authorities selected by it (hereafter, the Investigatory Agencies) to conduct a complete investigation into this Application, 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 Town of Parachute, Colorado and 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 financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of the applicant/proposed licensee's tax filing and tax obligation status may be performed. I authorize the Town of Parachute, Colorado to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to applicant. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to applicant. 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.

The Town of Parachute, Colorado and 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 Investigatory Agencies, their agents or employees 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 Town of Parachute, Colorado, Investigatory Agencies, and any of those entities' agents or employees 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 this Application, any financial or personnel record, or otherwise found, obtained, or maintained by the Town of Parachute, Colorado or 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 Owner/Legal Agent Name:

Applicant's Name: Green Cross Colorado, LLC	Trade Name (DBA): The Tumbleweed Dispensary	
Owner/Legal Agent Last Name (Please Print): Griffin	Owner/Legal Agent First Name: Daniel	Owner/Legal Agent Middle Name: Vaughn
Signature:	Date: 07/20/2015	
Applicant's Business Name: Green Cross Colorado, LLC	Trade Name (DBA): The Tumbleweed Dispensary	
Legal Agent Title: Owner	Signature (Must be signed in front of one witness)	
Date (MM/DD/YY): 07/20/15	City: Denver	State: CO
Witness 1 Signature: Esther Brans		

Owner's Affirmation & Consent

I, Sherri L Marzario, as an owner of and 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 foregoing Retail Marijuana Establishment Business License Application, 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 Local Licensing Authority to refuse to issuance of a the desired retail marijuana establishment license. 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 Local Licensing Authority of the Town of Parachute, Colorado 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 applicant holds a retail marijuana establishment license, and for 90 days following the expiration or surrender of such marijuana license.

Print Full Owner/Legal Agent Name:

Applicant's Name: Green Cross Colorado, LLC	Trade Name (DBA): The Tumbleweed Dispensary	
Owner/Legal Agent Last Name (Please Print): Marzario	Owner/Legal Agent First Name: Sherri	Owner/Legal Agent Middle Name: Lynn
Legal Agent Title: Owner/Manager	Signature (Must be signed in front of one witness): Sheri Marzario	
Date (MM/DD/YY): 7/21/15	City: Cordillera	State: CO
Witness 1 Signature:		

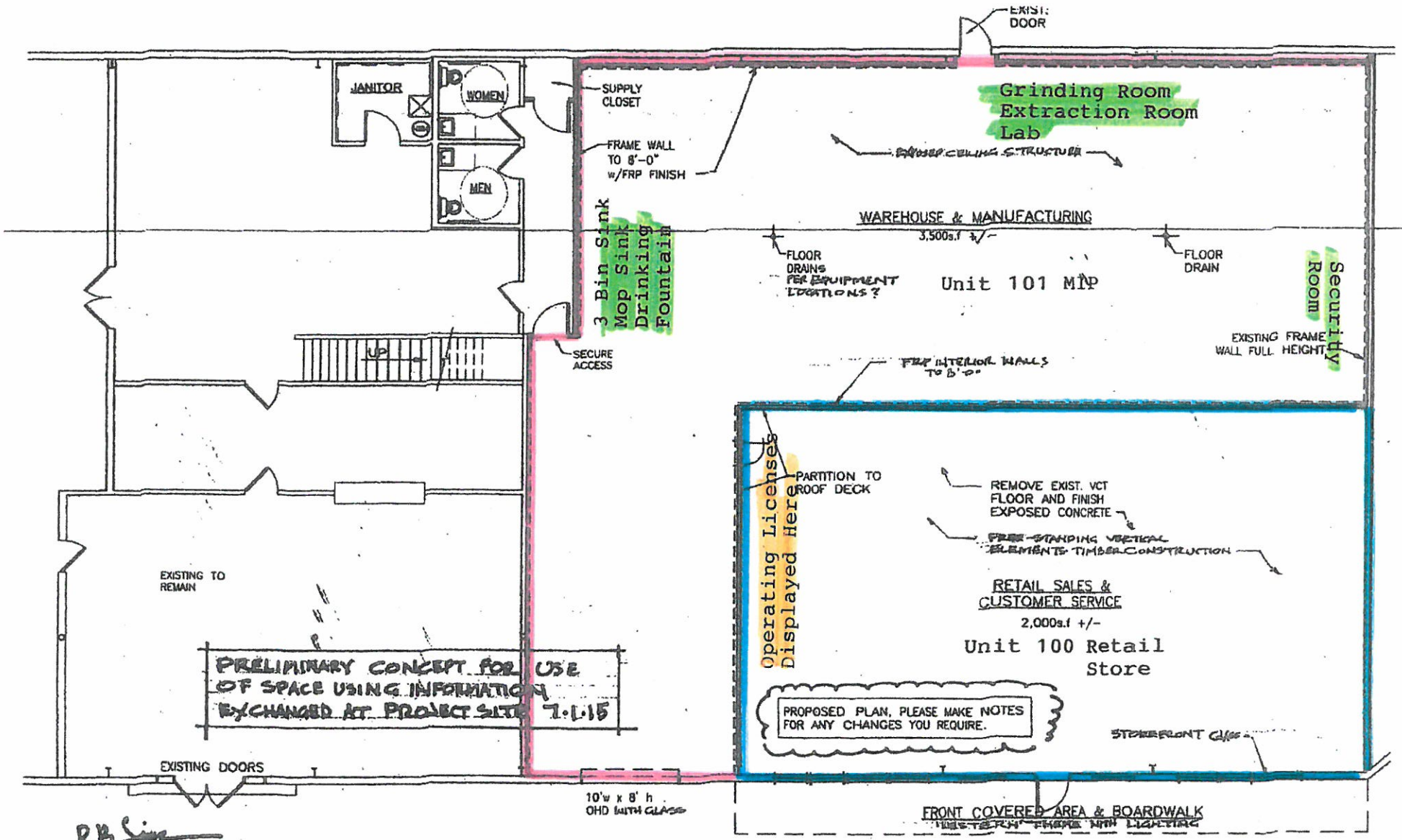
Owner's Authorization to Investigate and Release Information

I, Sherri L Marzario, as an owner of and authorized agent for the applicant, hereby authorize the Town of Parachute, Colorado and any Application review authorities selected by it (hereafter, the Investigatory Agencies) to conduct a complete investigation into this Application, 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 Town of Parachute, Colorado and 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 financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of the applicant/proposed licensee's tax filing and tax obligation status may be performed. I authorize the Town of Parachute, Colorado to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to applicant. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to applicant. 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.

The Town of Parachute, Colorado and 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 Investigatory Agencies, their agents or employees 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 Town of Parachute, Colorado, Investigatory Agencies, and any of those entities' agents or employees 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 this Application, any financial or personnel record, or otherwise found, obtained, or maintained by the Town of Parachute, Colorado or 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 Owner/Legal Agent Name:

Applicant's Name: Green Cross Colorado, LLC	Trade Name (DBA): The Tumbleweed Dispensary	
Owner/Legal Agent Last Name (Please Print): Marzario	Owner/Legal Agent First Name: Sherri	Owner/Legal Agent Middle Name: Lynn
Signature:	Date:	
Applicant's Business Name: Green Cross Colorado, LLC	Trade Name (DBA): The Tumbleweed Dispensary	
Legal Agent Title: Owner/Manager	Signature (Must be signed in front of one witness): Sherri Marzario	
Date (MM/DD/YY): 7/21/15	City: Cordillera	State: CO
Witness 1 Signature:		



R B Sims
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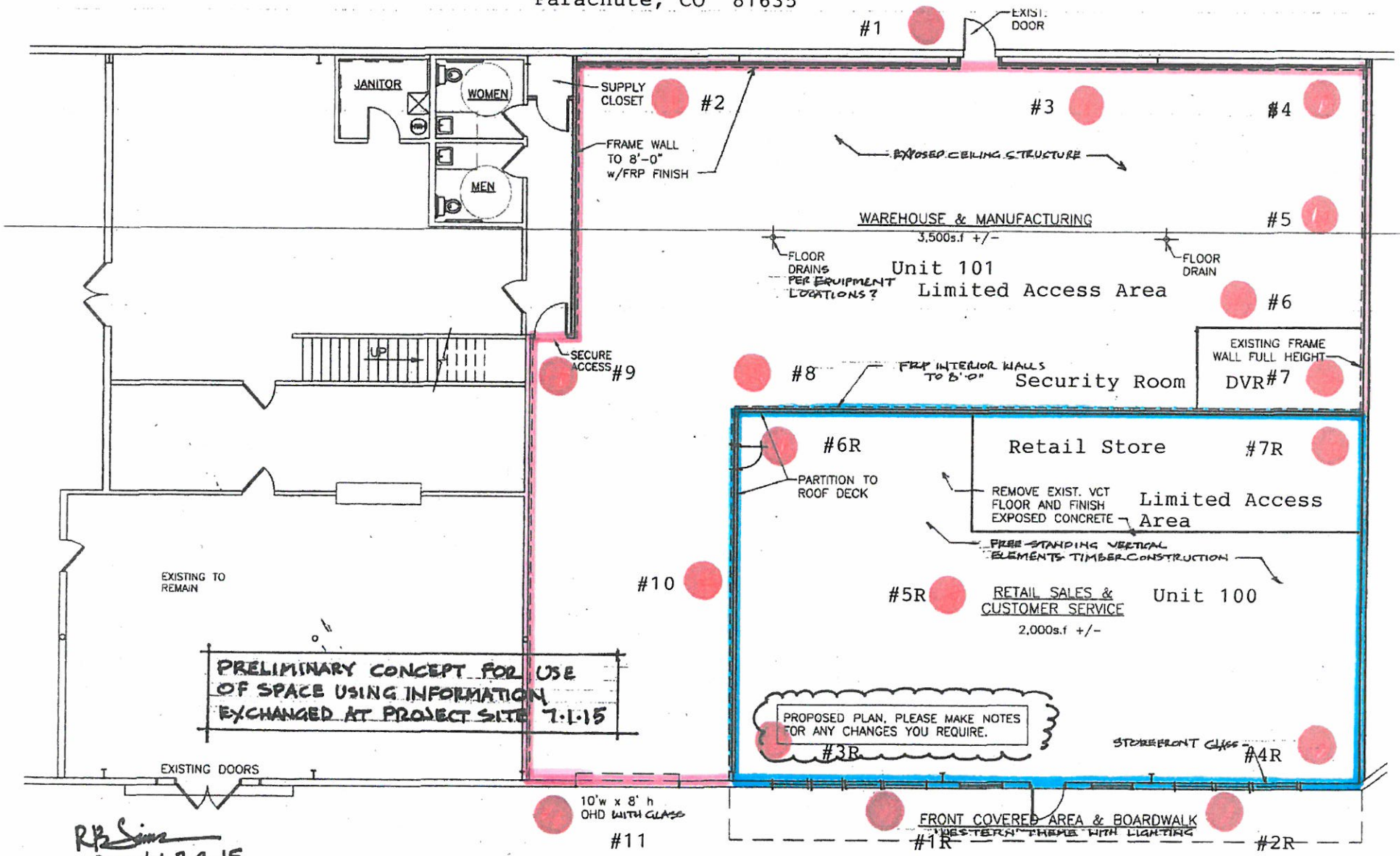
Floor Plan - Green Cross Colorado, LLC dba
The Tumbleweed Dispensary
150 S Columbine Court Units 100 & 101
Parachute, CO 81635

Security Plan - Green Cross Colorado, LLC dba
The Tumbleweed Dispensary
150 S Columbine Ct, Unit 100 Retail Store
Unit 101 Retail MIP
Parachute, CO 81635



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Security Alarm Monitoring
Apex Security & Fire - 970-344-6203

OPERATING PLAN FOR GREEN CROSS COLORADO, LLC dba THE TUMBLEWEED DISPENSARY

150 S Columbine Court Units 100 & 101

Parachute, CO 81635

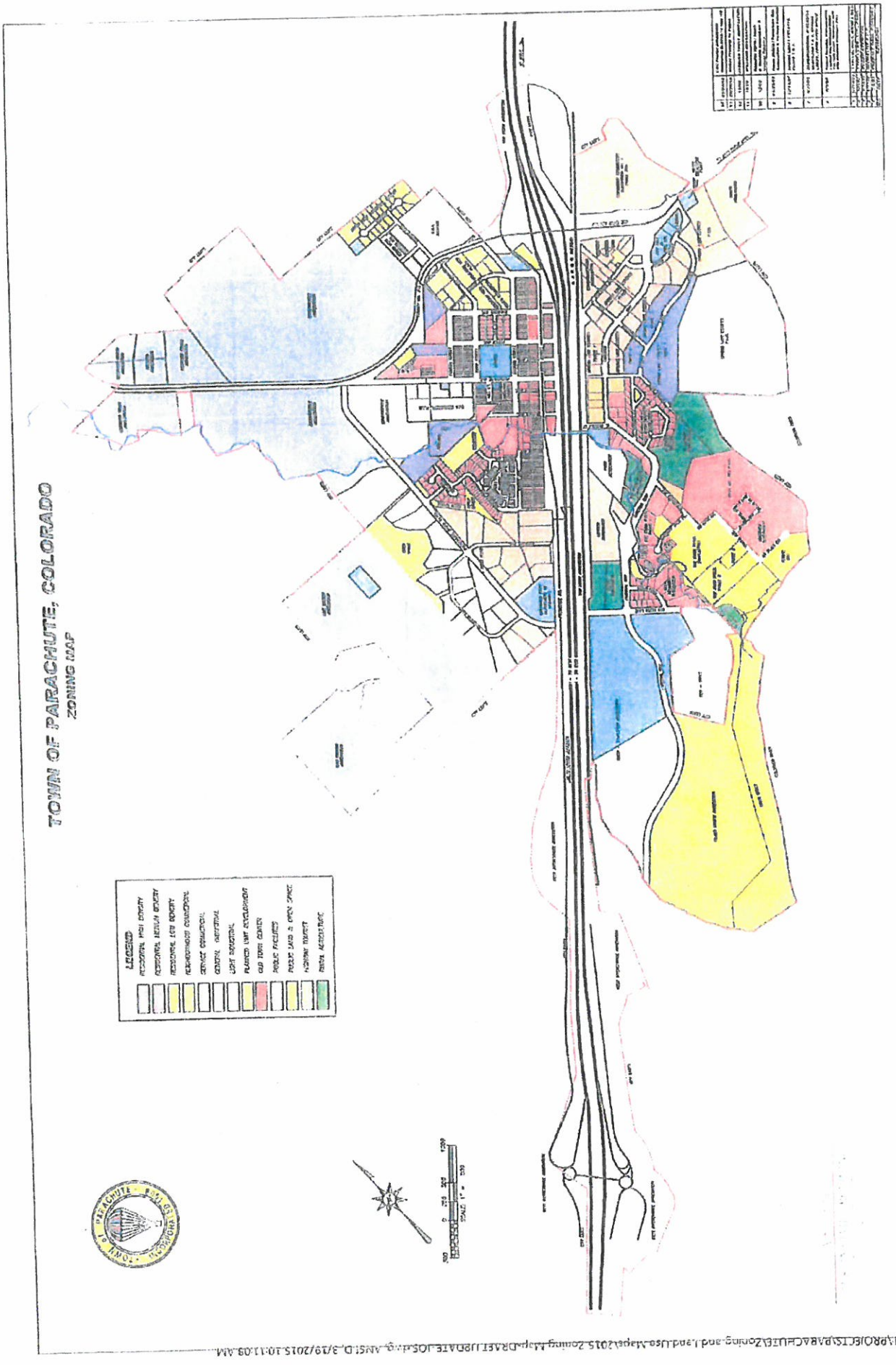
Unit 101 – Retail Infused Products Manufacturer

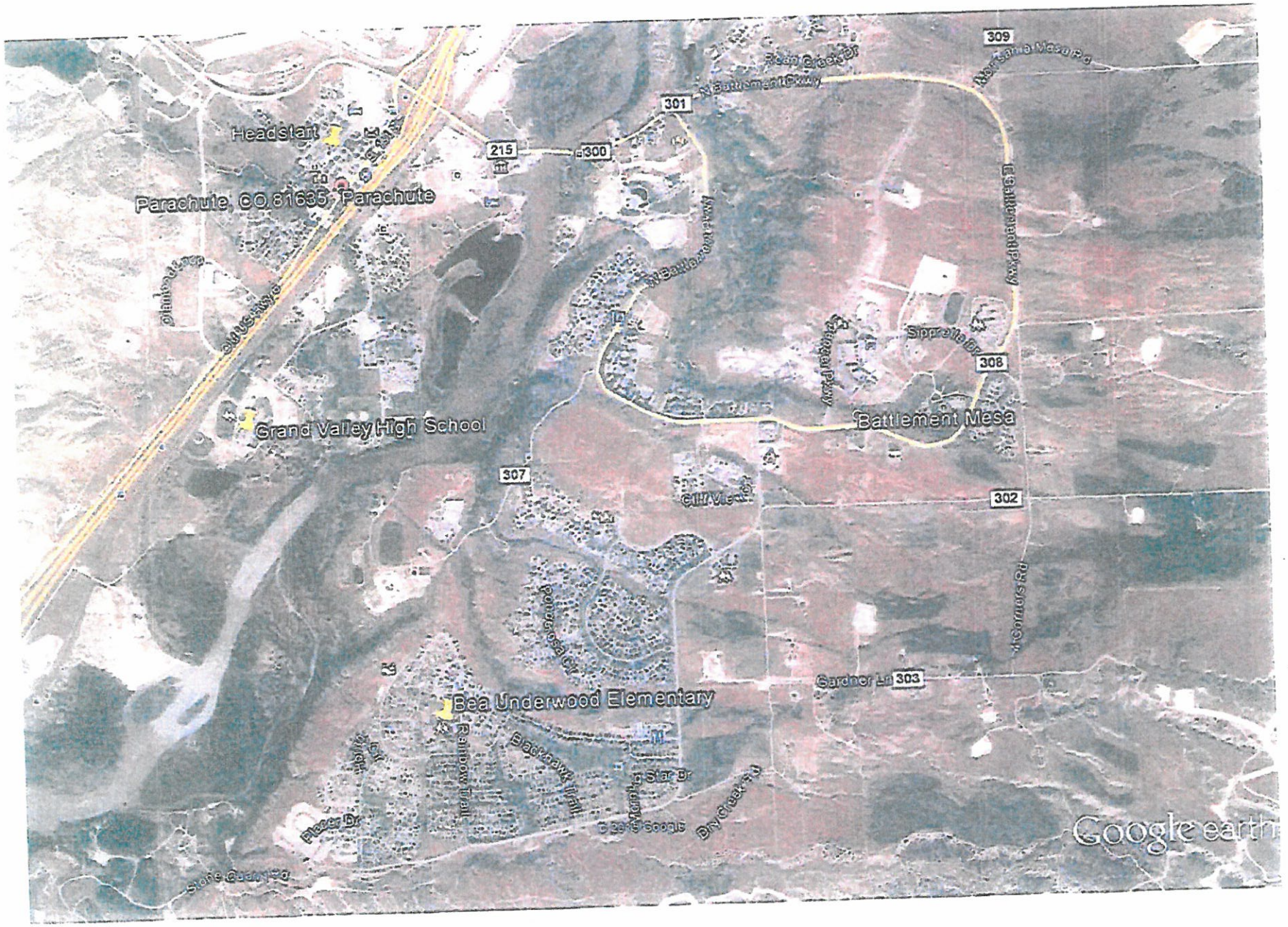
Licensed business to be operated within the guidelines of State of Colorado, Department of Revenue, Marijuana Enforcement Division Retail Marijuana Code, 1 Colorado Code of Regulations 212-2 as amended.

Hours of Operation: 8am – 6pm Monday – Saturday

Products and Services: The Green Cross Colorado, LLC Parachute MIP will manufacture the full compliment of infused edible products as the Denver licensed premises. Including tradenames CannaPunch infused marijuana beverages, Highly Edible infused confections, Tumbleweed Vapes disposable cannabis vaporizers. This products are sold only on a wholesale basis to other licensed retail marijuana entities. No products are offered to the public for sale.

Scope of Operation: The Retail Infused Products operation will include preparation and extraction of cannabis for use in the company products. The kitchen will house a bottling line for beverages and also production and packaging facilities for infusion of confections and filling of vaporizer product lines All extraction is undertaken in strict accordance to with 1 CCR 212-2, Section R 605 Retail Marijuana Products Facility: Retail Marijuana Concentrate Production


TOWN OF PARACHUTE, COLORADO
ZONING MAP


Headstart
Parachute, CO 81635, Parachute
Grand Valley High School
Battlement Mesa
Bea Underwood Elementary
309
301
215
300
308
307
302
303
Google earth

DR 8548 (12/04/14)
COLORADO DEPARTMENT OF REVENUE
Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver CO 80203

Colorado Marijuana Licensing Authority

Retail Business License Application

AUG 19 2015 08:34

License Types & Fees (See Application Checklist for details on license types and fees.)

- ☐ Retail Marijuana Store
- ☐ Retail Marijuana Cultivation
  - ☐ Tier 1 = 3600 or fewer plants
  - ☐ Tier 2 = 3601 – 6000 plants
  - ☐ Tier 3 = 6001–10200 plants
- ☐ Retail Marijuana Test Facility
- ☑ Retail Marijuana Products Manufacturer
- ☐ Conversion
- ☐ Retail/Medical Marijuana Combined Use
- ☐ Affiliated Business

Applicant's Legal Business Name (Please Print)	Marijuana License Number (Assigned by Division)
Green Cross Colorado, LLC	
Trade Name (DBA) (Provide Trade Name Registration)	**Website Address N/A**
The Tumbleweed Dispensary	

Physical Address

Street Address of Marijuana Business	City	State	ZIP
150 S Columbine Court, Unit 100	Parachute	CO	81635

Business Phone Number	Business Fax Number	Email Address
(720) 810-1187	( )	Mosby2012@comcast.net

Mailing Address (if different from Business Address)

Address	City	State	ZIP
7931 S Broadway, Ste 155	Denver	CO	80122

Primary Contact Person for Business	Title	Primary Contact Phone Number
Daniel V Griffin	Owner	(720) 810-1187

Primary Contact Address (city, state ZIP)	Primary Contact Fax Number
660 N Bryant Street, Denver, CO 80204	( )

Federal Taxpayer ID	Colorado Sales Tax License #	Email Address
27-1425569	4283180	Mosby2012@comcast.net

Type of Business Structure

☐ Sole Proprietorship ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Company
☐ C Corporation ☐ S Corporation ☐ Publicly Traded Corporation ☐ Trust ☐ Other _

State of Incorporation or Creation of Business Entity	Date
Colorado	12/09/2009

Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office)
December 9, 2009

If a Corporation, List all States Where the Corporation is Authorized to Conduct Business
Colorado

List all Trade Names used by the Business Entity (other than above)
CannaPunch, Highly Edible, Tumbleweed Vapes

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.

	Yes	No
1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	☐	☑
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);		
(a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)?	☐	☑
(b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked?	☐	☑
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?	☐	☑
If you answered yes to 2a, b or c, explain in detail on a separate sheet.		
3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	☑	☐

4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc.

☐ Ownership ☑ Lease ☐ Other (Explain in Detail) _

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

Landlord	Tenant	Expires
Metcalf Property Management, LLC	Green Cross Colorado, LLC	July 30, 2020

Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)

5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.

Name	Date of Birth	FEIN OR SSN	Interest

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 proceedsof this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

Local Licensing Authority (To be filled out by Applicant)

Local Licensing Authority/Department	Address	
Town of Parachute	222 Grand Valley Way, P.O Box 100, Parachute, CO 81635	
Local Licensing Authority contact name	**Contact Phone**	**Contact Email**
Stuart S McArthur – Town Manager	970-285-7630 Ext 106	SfuartMC@parachutecolorado.com

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

What City or County? (Fill out a separate and complete application)

	Yes	No
7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of $5,000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?	☐	☐

Printed Legal Business Name	Printed Trade Name (DBA)
Green Cross Colorado, LLC	The Tumbleweed Dispensary

Ownership Structure

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

Name	Title	SSN/FEIN	DOB	App submitted?
Daniel V Griffin	Owner	[redacted]	01-26-1959	☐ Yes ☑ No

Address	City	State	ZIP	Phone Number
660 N Bryant St	Denver	CO	80204	(720) 810-1187

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
Green Cross Colorado, LLC	100%	50%

Name	Title	SSN/FEIN	DOB	App submitted?
Sherri Marzario	Owner/Manager	[redacted]	01-09-1970	☑ Yes ☐ No

Address	City	State	ZIP	Phone Number
1187 Gore Trail	Cordillera	CO	81632	(612) 865-7096

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
The Tumbleweed Dispensary	50%	50%

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

Address	City	State	ZIP	Phone Number
				( )

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

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

Address	City	State	ZIP	Phone Number
				( )

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

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

Address	City	State	ZIP	Phone Number
				( )

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

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

Address	City	State	ZIP	Phone Number
				( )

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

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

Address	City	State	ZIP	Phone Number
				( )

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

Are there any outstanding options and warrants?

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

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

☐ Yes ☑ No *If YES, attach list of persons

Printed Legal Business Name	Printed Trade Name (DBA)

1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	☐ Yes ☑ No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	☐ Yes ☑ No

Financial History

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

Person who maintains Applicant's business records Sherri Marzario	Title Owner/Manager
Address 1187 Gore Trail, Cordillera, CO 81632	Phone Number (612) 865-7096
Person who prepares Applicant's tax returns, government forms & reports Toni Newbill	Title CPA
Address 141 Denver West Blvd, #100, Golden CO 80401	Phone Number (303) 456.1120
Location of financial books and records for Applicant's business 660 N Bryant St. Denver, CO 80204	

Affirmation & Consent

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

Print Full Legal Agent Name clearly below:

Applicant's Business Name	Trade Name (DBA)	
Green Cross Colorado, LLC	The Tumbleweed Dispensary	
Legal Agent Last Name (Please Print)	**Legal Agent First Name**	**Legal Agent Middle Name**
Griffin	Daniel	V
Signature		**Date**
		08/20/2015

Investigation Authorization
Authorization to Release Information

I, Daniel V Griffin, 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	Trade Name (DBA)	
Green Cross Colorado, LLC	The Tumbleweed Dispensary	
Legal Agent Last Name (Please Print)	**Legal Agent First Name**	**Legal Agent Middle Name**
Griffin	Daniel	V
Legal Agent Title	**Signature (Must be signed in front of one witness)**	
Owner		
Date (MM/DD/YY)	**City**	**State**
08/10/2015	Denver	CO
Witness 1 Signature		

Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name)
	Daniel V Griffin

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but no limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
   (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
   (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:
   (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Print Full Legal Name of Authorized Agent clearly below:

Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name
Griffin	Daniel	V
Legal Agent Title	**Signature (Must be signed in front of one witness)**	
Owner		
Date (MM/DD/YY)	**City**	**State**
08/20/2015	Denver	CO
Witness 1 Signature		
Signature of Marijuana Enforcement Division agent presenting this request		**Date**

Affirmation & Consent

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

Print Full Legal Agent Name clearly below:

Applicant's Business Name	Trade Name (DBA)
Green Cross Colorado, LLC	The Tumbleweed Dispensary

Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name
Marzario	Sherri	

Signature	Date
Sherri Marzario	8/11/15

Investigation Authorization
Authorization to Release Information

I, Sherri Marzario, 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	Trade Name (DBA)
Green Cross Colorado, LLC	The Tumbleweed Dispensary

Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name
Marzario	Sherri	Lynn

Legal Agent Title	Signature (Must be signed in front of one witness)
Owner/Manager	Sherri Marzario

Date (MM/DD/YY)	City	State
08/17/15		

Witness 1 Signature 8-17-15

Applicant's Request to Release Information

TO:	FROM (Applicant's Printed Name)
	Sherri Marzario

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but no limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
   (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
   (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
   (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Print Full Legal Name of Authorized Agent clearly below:

Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name
Marzario	Sherri	Lynn
Legal Agent Title	**Signature (Must be signed in front of one witness)**	
Owner/Manager	Sherri Marzario	
Date (MM/DD/YY)	**City**	**State**
08/17/15		
Witness 1 Signature	8-17-15	
Signature of Marijuana Enforcement Division agent presenting this request		**Date**

Page 9 of 9

Colorado Marijuana Licensing Authority – Retail Marijuana License Application

Applicant: Green Cross Colorado, LLC

Notes Addendum

Page 4. Question #3 Has a Medical Marijuana License been issued to applicant, identify name of business

Green Cross Colorado, LLC

Page 6. Question #1 *Marijuana Licenses* Issued to Applicant

License Number	Type	Location	Jurisdiction	Dates Held
404-00001	MMJ – MIP	660 Bryant St #101	Denver County	Current
403-00673	MMJ – OPC	660 Bryant St #102	Denver County	Current
403-01287	MMJ – OPC	2181 10th St South	Rifle, Colorado	Current
404R-00017	Retail – MIP	660 Bryant St #101	Denver County	Current
403R-00112	Retail – OPC	660 Bryant St #102	Denver County	Current
403R-00224	Retail – OPC	2181 10th St South	Rifle, Colorado	Current

Page 6. Question #9 Detailed list of operating and investment accounts for this business.

As of the date of this application. Green Cross Colorado, LLC does not have a bank account. The last referenced bank account for business was closed by Chase in October 2014. Applicant uses personal checking and investment accounts for some transactions that cannot be paid via cash.

Merrill Lynch
370 17th St
Suite 5500
Denver, CO 80202
800.876.5505

Daniel V Griffin

[redacted]

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,

Green Cross Colorado LLC

is a **Limited Liability Company** formed or registered on 12/06/2009 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 20091636289.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/13/2015 that have been posted, and by documents delivered to this office electronically through 08/16/2015 @ 11:39:16.

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 08/16/2015 @ 11:39:16 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9277715.

Secretary of State of the State of Colorado

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

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

CERT_GS_D Revised 08/20/2008

For this Record...
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Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Trade name	The Tumbleweed Dispensary		
Registrant name	Daniel V Griffin		
Status	Effective	**Formation Date**	07/20/2015
ID number	20151460830	**Form**	Individual
Renewal month	May	**Expiration Date**	08/01/2016
Primary residence or usual place of business street address	660 N Bryant, Unit 101, Denver, CO 80204, United States		
Primary residence or usual place of business mailing address	7931 S Broadway, Ste 155, Littleton, CO 80122, United States		

Filing history and documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification

Back

E-Filed

Colorado Secretary of State
Date and Time: 12/06/2009 02:55 PM
ID Number: 20091636289

Document must be filed electronically.
Paper documents will not be accepted.
Document processing fee $50.00
Fees & forms/cover sheets are subject to change.
To access other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.

Document number: 20091636289
Amount Paid: $50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

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

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

Green Cross Colorado

(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

7931 S Broadway
(Street number and name)
Ste 155
Littleton — CO — 80122
(City) *(State)* *(ZIP/Postal Code)*
(Province – if applicable) United States *(Country)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)
(City) *(State)* *(ZIP/Postal Code)*
(Province – if applicable) United States *(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) Newbill and Company

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

Street address

4891 Independence St
(Street number and name)
Suite 235
Wheat Ridge — CO — 80033-6714
(City) *(State)* *(ZIP Code)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO (State) (ZIP Code)

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

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

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

Name
(if an individual)

(Last) (First) (Middle) (Suffix)

OR

(if an entity) Green Cross Colorado

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

Mailing address 7931 S Broadway

Ste 155 *(Street number and name or Post Office Box information)*

Littleton CO 80122

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

(Province – if applicable) United States *(Country)*

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

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

5. The management of the limited liability company is vested in
(Mark the applicable box.)

☐ one or more managers.

OR

☑ the members.

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

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

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

☐ This document contains additional information as provided by law.

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

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

The delayed effective date and, if applicable, time of this document is/are

(mm/dd/yyyy hour:minute am/pm)

LIMITED LIABILITY COMPANY
OPERATING AGREEMENT

Green Cross Colorado, L.L.C.
dba The Tumbleweed Dispensary

A Colorado Limited Liability Company
(Member-Managed)

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective 30th day of July, 2015, by and among: Daniel V Griffin and Sherri Marzario

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 *Formation*. Effective July 30th, 2015, the Members form a limited liability company under the name Green Cross Colorado, L.L.C. (the "Company") dba The Tumbleweed Dispensary on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Colorado (the "Act"). The Members agree to file with the appropriate agency within the State of Colorado charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name*. The business of the Company will be conducted under the name
The Tumbleweed Dispensary or such other name upon which the Members may unanimously may agree.

1.3 *Purpose*. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Colorado.

1.4 *Office*. The Company will maintain its principal business office within the State of Colorado at the following address: 660 N Bryant St, Denver, CO 80204

1.5 *Registered Agent*. Newbill and Company, is the Company's initial registered agent in the State of Colorado, and the registered office is 14143 Denver West Blvd, Ste 100, Golden, CO 80401

1.6 *Term*. The term of the Company commences on July 30th, 2015 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members*. The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 *Admission of Additional Members*. Except as otherwise expressly provided in this 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.

SECTION 2. CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions*. The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 *Additional Contributions*. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 *No Interest on Capital Contributions*. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3. ALLOCATION OF PROFITS AND LOSSES; 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 Schedule 2 as amended from time to time in accordance with U.S. Department of the 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 U.S. Department of the 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 U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital*. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4. 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, against 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

SECTION 5. POWERS AND DUTIES OF MANAGERS

5.1 *Management of Company*.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members*. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Withdrawal by a Member*. A Member has no power to withdraw from the Company, except as

otherwise provided in Section 8.

SECTION 6. SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses*. All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary*. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 *Legal and Accounting Services*. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7. BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 *Method of Accounting*. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year*. The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts*. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 *Banking*. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8. TRANSFER OF MEMBERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited*. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other nontransferring Members determined on a per capita basis.

8.2 *Right of First Refusal*. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then

the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the

appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than $1,000.00, the purchase price will be paid in cash; if the purchase price is $1,000.00 or more, the purchase price will be paid as follows:

(1) $1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9. DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution*. The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members,

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up*. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10. GENERAL PROVISIONS

10.1 *Amendments*. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 *Governing Law*. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Colorado (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification*. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees*. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect*. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability*. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions*. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10 8 *Notices* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written

MEMBERS:

Daniel V Griffin
Member – Manager

Sherri Marzario
Member

Listing of Members – Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Green Cross Colorado, L.L.C.
LISTING OF MEMBERS

As of the 30th day of July, 2015, the following is a list of Members of the Company.

NAME:	ADDRESS:
Daniel V Griffin	7931 S Broadway, Ste 155 Littleton, CO 80122
Sherri Marzario	1187 Gore Trail Cordillera, CO 81632

Authorized by Member(s) to provide Member Listing as of this 30th day of July, 2015

_____
Daniel V Griffin
General Manager

Listing of Capital Contributions – Schedule 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Green Cross Colorado, L.L.C.
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be $2,500. The description and each individual portion of this initial contribution is as follows:

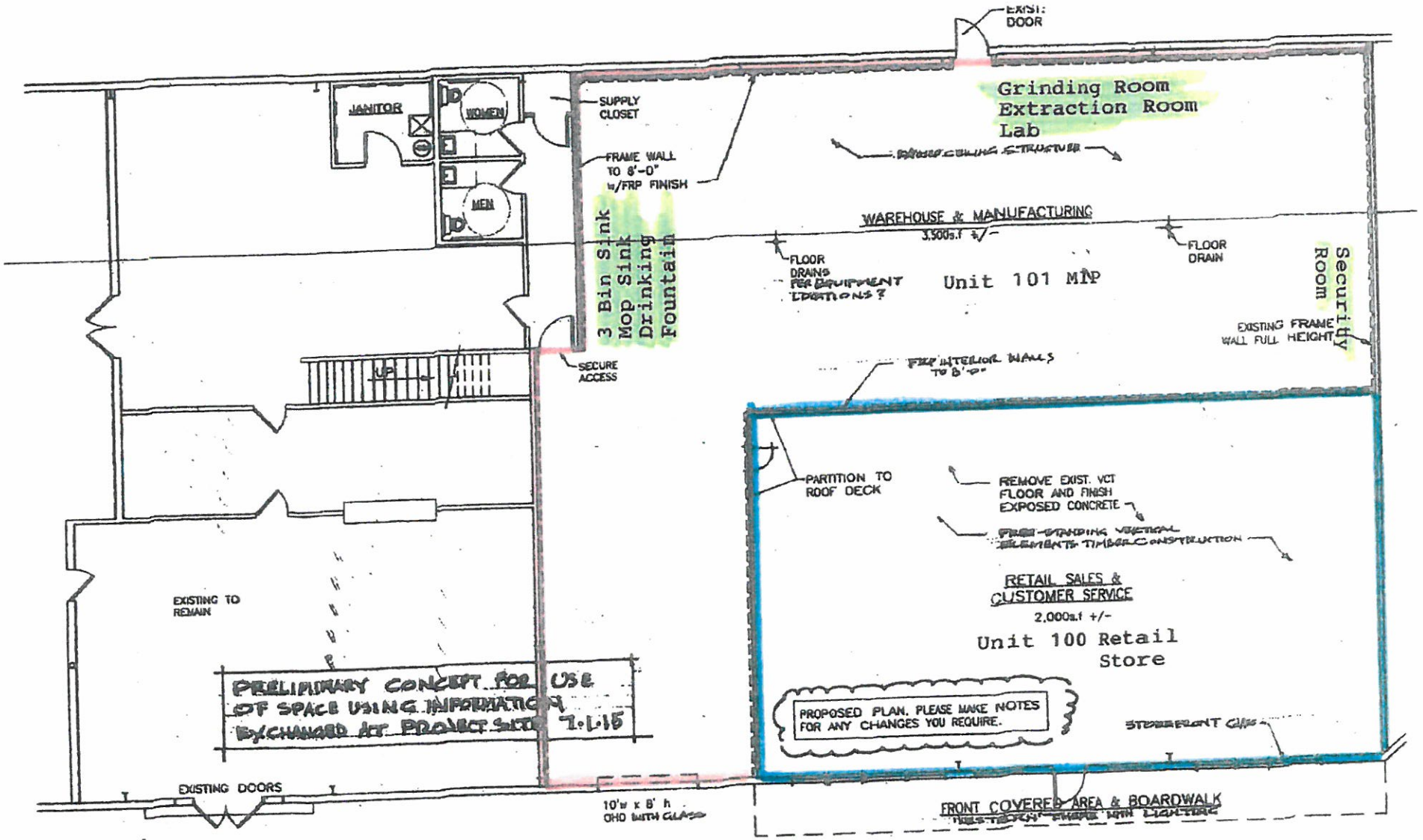
NAME:	CONTRIBUTION:	% OWNERSHIP:
Daniel V Griffin	$2,500	50%
Sherri Marzario	$2,500	50%

Listing of Valuation of Members Interest – Schedule 3

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Green Cross Colorado, L.L.C.
VALUATION OF MEMBERS INTEREST

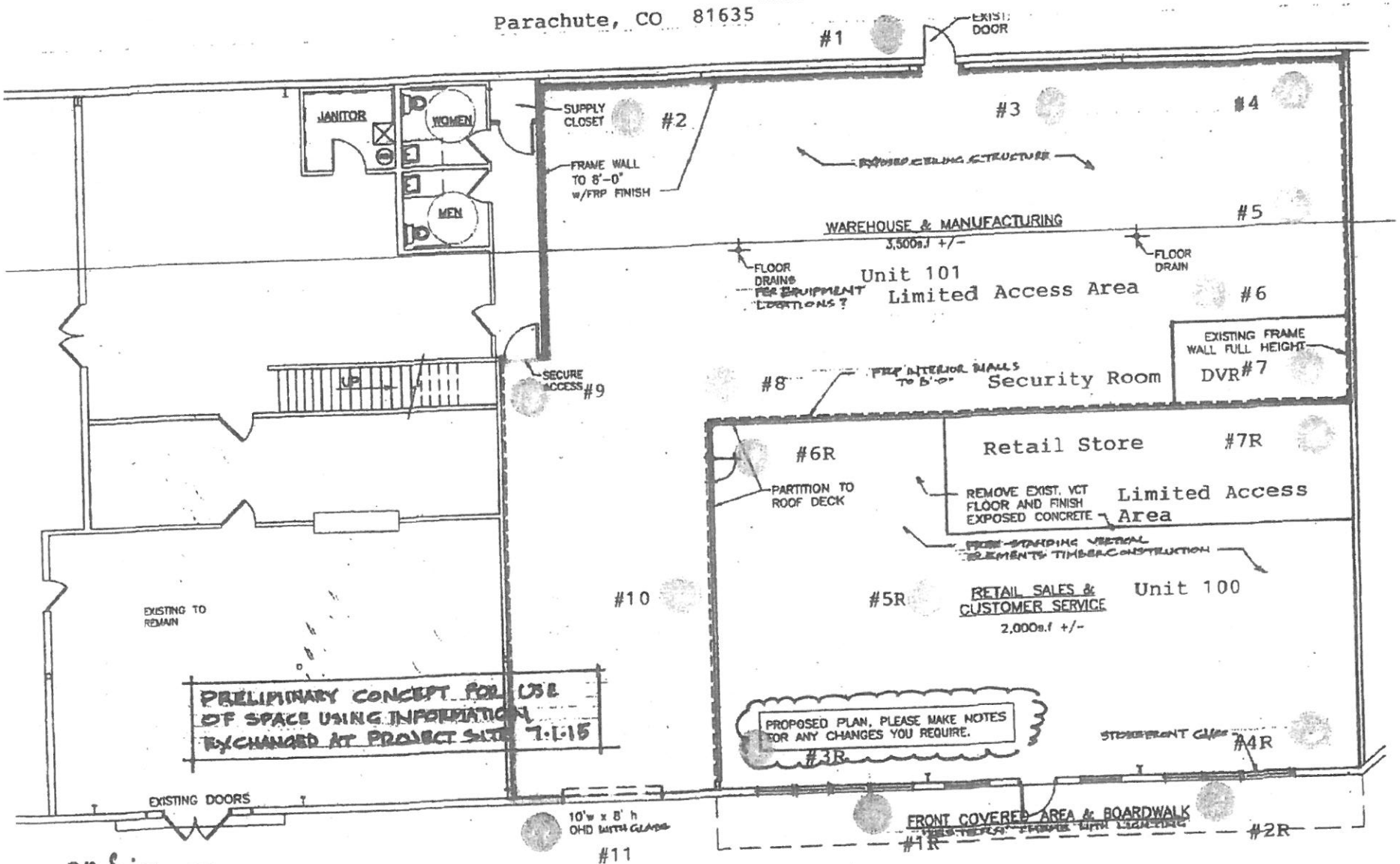
Pursuant to ARTICLE 8, the value of each Member's interest in the Company is endorsed as follows:

NAME:	VALUATION
Daniel V Griffin	$2,500.00
Sherri Marzario	$2,500.00



Floor Plan - Green Cross Colorado, LLC dba
The Tumbleweed Dispensary

Security Plan - Green Cross Colorado, LLC dba
The Tumbleweed Dispensary
150 S Columbine Ct, Unit 100 Retail Store
Unit 101 Retail MIP
Parachute, CO 81635



RB Sims
Generated 7.9.15

Security Alarm Monitoring
Apex Security & Fire - 970-344-6203

Departmental Use Only

RECEIVED 711
AUG 17 2015
Colo. Dept. of Revenue

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

Colorado Sales Tax Withholding Account Application

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

A

1. Reason for Filing This Application — Required: ☐ Original Application ☐ Change of Ownership ☒ Additional Location

Do you have a Department of Revenue Account Number? ☒ Yes ☐ No — If Yes, Account Number: 4283180

2. Indicate Type of Organization. If you are not an individual you must have a FEIN number.

☐ Individual ☒ Limited Liability Company (LLC) ☐ Corporation/ S' Corp. ☐ Government
☐ General Partnership ☐ Limited Liability Partnership (LLP) ☐ Association ☐ Joint Venture
☐ Limited Partnership ☐ Limited Liability Limited Partnership (LLLP) ☐ Estate/Trust ☐ Non-Profit (Charitable)

B

1a. Last Name or Business Name	First Name	Middle initial
Green Cross Colorado, LLC		

1b. Proof of Identification (Requirements – See page 4)

2a. Trade Name/ Doing Business As (If applicable, and for informational purposes only)	2b. FEIN (required)	2c. SSN
The Tumbleweed Dispensary	27-1425569	[redacted]

Physical Place of Business

3a. Principal Address (A Colorado address is required if a location in the state)	City	State	Zip
150 S Columbine Court, Unit 100	Parachute	CO	81635

3b. County	3c. If business is within limits of a city, what city?	3d. Phone Number
Garfield	Parachute	(720) 810-1187

Mailing address — enter mailing address here if different than the physical address

4a. Last Name or Business Name	First Name	Middle Initial	4b. Phone Number
Green Cross Colorado, LLC			(720) 810-1187

4c. Mailing Address	City	State	Zip
7931 S Broadway, Ste 155	Littleton	CO	80122

5. List specific products (you must list the products you sell) and/or services you provide and Explain In Detail in section 5a. below.

Do you sell alcohol?	☐ Yes ☒ No	Do you rent out items for 30 days or less?	☐ Yes	☒ No
Do you sell tobacco products?	☐ Yes ☒ No	Do you sell Prepaid Wireless?	☐ Yes	☒ No
Is your business in a special taxing district?	☐ Yes ☒ No	Do you sell medical marijuana?	☐ Yes	☒ No
Do you rent motor vehicles for 30 days or less?	☐ Yes ☒ No	Do you sell adult usage marijuana?	☒ Yes	☐ No

5a. List specific products and/or services you provide and Explain In Detail

Th Tumbleweed Dispensary when licensed with offer adult 21plus retail marijuana products in the form of flower, concentrates, edible products

6a. Owner/Partner/ Corp. Officer Last Name	Owner/Partner/ Corp. Officer First Name	Middle Initial
Griffin	Daniel	V

6b. Title	6c. FEIN	6d. SSN	6e. Phone Number
Owner - Member		[redacted]	(720) 810-1187

6f. Address	City	State	Zip
7931 S Broadway, Ste 155	Littleton	CO	80122

7a. Owner/Partner/ Corp. Officer Last Name	Owner/Partner/ Corp. Officer First Name	Middle Initial
Marzario	Sherri	

7b. Title	7c. FEIN	7d. SSN	7e. Phone Number
Owner-Manager		[redacted]	(612) 865-7096

7f. Address	City	State	Zip
1187 Gore Trail	Cordillera	CO	81632

(Form continued on page 2)

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

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

8c. Address	City	State	Zip

C

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

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

2b. First Day of Sales (MM/DD/YY): Anticipated opening Dec 2015

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

Revenue Registration Account Number (Dept. Use Only): 30742685

D

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

2. ☑ **W2** Withholding ☐ **1099** Withholding

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

2a. ☐ **Oil/Gas** Withholding

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

3b. Payroll Records Phone Number: (720.810.1187

E

Period Covered From MM/YY	Period Covered To MM/YY				Fees (see fees on page 3)
12/15		(0020-810)	State Sales Tax Deposit	(355)	$ 50.00
12/15	12/15	(0080-750)	Sales Tax License	(999)	$ 4.00
	12/	(0100-750)	Wholesale License	(999)	$ .00
		(1000-750)	Wage W2 Withholding	(999)	$ .00
		(1020-750)	1099 Withholding	(999)	$ .00
	12/	(0160-750)	Charitable License	(999)	$ .00

Mail to and Make Checks Payable to:
Colorado Department of Revenue,
PO Box 17087
Denver, CO 80261-0087

Amount Owed $ 54.00

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

F

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

Signature of Owner, Partner, or Corporate Officer Required	Title	Date (MM/DD/YY)
	OWNER - MANAGER	06/17/15

(See fees and additional information on page 3)

Tue, Sep 22, 2015 14:23:06

11552045

Ad Ticket #5

Acct: 9761473
Phone: (720)810-1187
E-Mail: MOSBY2012@COMCAST.
Client:
Caller: Daniel Griffin
Receipt

Name: Daniel Griffin
Address: PO Box 7931155
City: Littleton
State: CO **Zip:** 80122

Ad Name: 11552045A
Editions: 8CT/8PI/
Start: 09/24/15
Color:
Copyline: Unit 101Tumbleweed Dispensary U

Original Id: 0
Class: 0990
Stop: 10/16/15
Issue 23
Rep: PI Legals

Lines:	55
Depth:	4.52
Columns:	1
Discount:	0.00
Commission:	0.00
Net:	0.00
Tax:	0.00
Total	1,079.59
Payment	1,079.59

PUBLIC NOTICE
NOTICE OF HEARING

Pursuant to Section 6-11-040.D of the Town of Parachute, Colorado

NOTICE IS HEREBY GIVEN that an application has been made to the Local Licensing Authority of the Town of Parachute, Colorado, for a Retail Marijuana Products Manufacturer which permits the manufacture of retail marijuana products on the premises.

APPLICANT:GREEN CROSS COLORADO, LLC

TRADE NAME:The Tumbleweed Dispensary

ADDRESS OF APPLICANT:660 N Bryant Street Denver, CO 80204

ADDRESS OF PROPOSED LICENSED PREMISES:

150 S Columbine Court, Unit 101
Parachute, CO 81635

DATE OF APPLICATION: August 28, 2015

PUBLIC NOTICE IS HEREBY GIVEN that a Public Hearing will be held on this application on **Thursday, October 15th, 2015 at 6:30 p.m.** in the Board Room in the Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635.

All interested persons may appear at said hearing.

BY ORDER OF THE LOCAL LICENSING AUTHORITY

TOWN OF PARACHUTE
BOARD OF TRUSTEES

P.O. BOX 100
PARACHUTE, CO. 81635-0100
(970) 285-7630

Published in the Citizen Telegram September 24, 2015, October 1, 8, and 15, 2015.
Published in the Post Independent September 24, 2015 and October 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, 2015. (11552045)

Ad shown is not actual print size

Receipt of Payment

09/22/15 2:18 PM

Swift Communications

Account 9761473
Name Daniel Griffin
Phone (720)810-1187
Address PO Box 7931155

City Littleton
State CO
Zip 80122

Credit Card
Type M
Num **********
Auth 09349P
Expir &&/er

Country Code US

Start 09/24/15	Paytype CC	Issues	4
Stop 10/15/15	Rate Code VCT	Class	0990
Copy Unit 100 Tumbleweed Dispensary			

PUBLIC NOTICE
NOTICE OF HEARING

NOTICE IS HEREBY GIVEN

APPLICANT: GREEN CROSS COLORADO LLC

TRADE NAME: The Tumbleweed Dispensary

ADDRESS OF APPLICANT:

ADDRESS OF PROPOSED LICENSED PREMISES:

150 S Columbine Court, Unit 100
Parachute, CO 81635

DATE OF APPLICATION: August 28, 2015

PUBLIC NOTICE IS HEREBY GIVEN

Thursday, October 15th, 2015 at 6:30 p.m.

BY ORDER OF THE LOCAL LICENSING AUTHORITY

TOWN OF PARACHUTE
BOARD OF TRUSTEES

P.O. BOX 100
PARACHUTE, CO 81635-0100
(970) 285-7630

Amount	319.88	Rep	8PI75
Tax	0.00	Ad #	11552079
Amount Paid	319.88	Paytype	Credit Card
Payment Due	0.00	Balance	0

Ad shown is not actual print size
184 Words
Ad Size 1 cols x 4.53 inches

Receipt No

Received by _____ Date _____

Original

Receipt of Payment

09/22/15 2:18 PM

Swift Communications

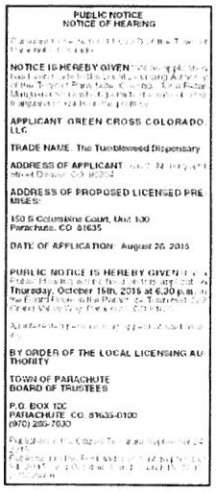
Account 9761473
Name Daniel Griffin
Phone (720)810-1187
Address PO Box 7931155

City Littleton
State CO
Zip 80122

Credit Card
Type M
Num **********
Auth 09349P
Expir &&/er

Country Code US

Start 09/24/15	Paytype CC	Issues	4
Stop 10/15/15	Rate Code VCT	Class	0990
Copy Unit 100 Tumbleweed Dispensary			



PUBLIC NOTICE
NOTICE OF HEARING

NOTICE IS HEREBY GIVEN

APPLICANT: GREEN CROSS COLORADO LLC

TRADE NAME: The Tumbleweed Dispensary

ADDRESS OF APPLICANT

ADDRESS OF PROPOSED LICENSED PREMISES:

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Parachute, CO 81635

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BOARD OF TRUSTEES

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PARACHUTE, CO 81635-0100
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Amount	319.88	Rep	8PI75
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Payment Due	0.00	Balance	0

Ad shown is not actual print size
184 Words
Ad Size 1 cols x 4.53 inches

Receipt No

Received by _____ Date _____

Customer Copy

Type in a Parcel, Owner, Address...
View...
70
2407-072-01-014
2407-072-01-013
2407-072-04-012
2407-072-01-01
2407-072-01
2407-072-00-010
2407-072-00-013
2407-072-00-015
2407-072-05-010
60m
200ft

GREEN CROSS COLORADO
7831 S BROADWAY AVE No.155
LITTLETON, CO 80122

September 23, 2015

Public Service Company of Colorado
C/O Legal Notices
1225 17th Street, Suite 400
Denver, CO 80202-5534

Ref: City of Parachute CO, Parcel No 2407-072-00-015
Via Certified Mail – Return Receipt Requested – Article 7015 0640 0007 4559 1804

Dear Property Owner,

My name is Daniel Griffin and I am the owner of Green Cross Colorado, LLC. As you may be aware, the Town of Parachute has recently allowed the establishment of licensed Retail Marijuana businesses within certain zoning locations within the town. My company is in the process of obtaining both State and Local licenses for a Retail Store and Retail Manufacturing Facility located at 150 S Columbine Court, Unit 100 and Unit 101, Parachute, CO 81635

In accordance with Chapter 6.11 of the Town of Parachute's Municipal Code (Retail Marijuana Establishments) I am required by ordinance to provide public notice of my license application through publishing a notice in the local newspaper, by posting a hearing notice on the premises and notifying the property owners within 200 feet of the property line of the proposed premises on my intention. This letter serves as that notice.

I have attached the notices of public hearing which are scheduled for October 15, at 6:30 in the board room of Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635

It is my business practice to be a good neighbor and upstanding contributing citizen in whatever location we have operated in the past. Please note, Green Cross Colorado, currently has six marijuana licenses. The business operation in the Town of Parachute, will be no different, in fact, I grew up on the western slope and spent considerable time in Grand Junction and Debeque and appreciate the hard working people and beautiful country of western Colorado.

Before the hearing, I would like to explain what the business licenses we are applying for are about, and to offer to meet or speak with you ahead of time should you have any questions. My personal cell phone is 720.810.1187 and my email is: mosby2012@comcast.net

Firstly- I would like to address a concern you may have, and that is of odor. Be advised we are not growing marijuana in any way shape of form at the licensed premises. I do operate grows elsewhere, and understand the challenges of odor mitigation.

The operation of a Retail Store and Manufacturing Products business does not produce the noxious odors that are typically associated with growing marijuana. While we do process dried material, the odor is very controllable and unnoticeable outside the building. We operate a large production kitchen in Denver and would offer an invitation of a tour should you be concerned.

Retail Marijuana Store – Green Cross Colorado dba The Tumbleweed Dispensary. For those of you unfamiliar with a Retail Marijuana store, it is a highly regulated and tightly controlled environment. Customers must be 21 years or older and have a valid ID. ID's are checked at the door and also at the time of purchase. All transactions are logged in a point of purchase system that is reconciled daily with a State run inventory control system known as METRC. The hours of operation of the store will be 8am – 10pm Monday – Saturday and 10am – 8pm Sunday. The store with be managed by my co-owner of the dispensary, Sherri Marzario, Sherri in addition to being a wonderful Mother of two grown daughters in college, she is also been involved for the past two decades in retail cash and highly regulated business.

The products offered within the store will be raw cannabis flower, concentrates, infused edible marijuana products including beverages, confections and retail apparel.

Retail Marijuana Manufacturing Facility – In this facility we will be making a myriad of infused products including beverages and edible products. The Green Cross Colorado Denver facility employs an average of 60 full time people. Once the Parachute kitchen is operational we will begin to hire production workers from the local area. These are good paying jobs ranging from $12 - $22/hour. The Parachute facility will allow us to better serve our customer base on the western slope with edible products produced from this facility. Both the Store and Manufacturing Facility are subject to State inspection and licensing from The Marijuana Enforcement Division (MED) run by the Colorado Department of Revenue, the closest field office is in Grand Junction.

Please call or email should you have any questions or concerns. We run an open book, open door business and will work diligently to make Retail Marijuana a positive development and business for the Town of Parachute.

Sincerely,

Daniel Griffin
Owner – Licensee Badge M00001
Green Cross Colorado, LLC
720.810.1187 Cell
mosby2012@comcast.net

cc: S. McArthur Town of Parachute Manager

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

DENVER, CO 80202

7015 0640 0007 4559 1804

Certified Mail Fee	$3.45
Extra Services & Fees (check box, add fee as appropriate)	$2.80
Return Receipt (hardcopy)	$0.00
Return Receipt (electronic)	$0.00
Certified Mail Restricted Delivery	$0.00
Adult Signature Required	$0.00
Adult Signature Restricted Delivery	
Postage	$0.71
Total Postage and Fees	$6.96

0268
06

SEP 2015 USPS

Postmark Here

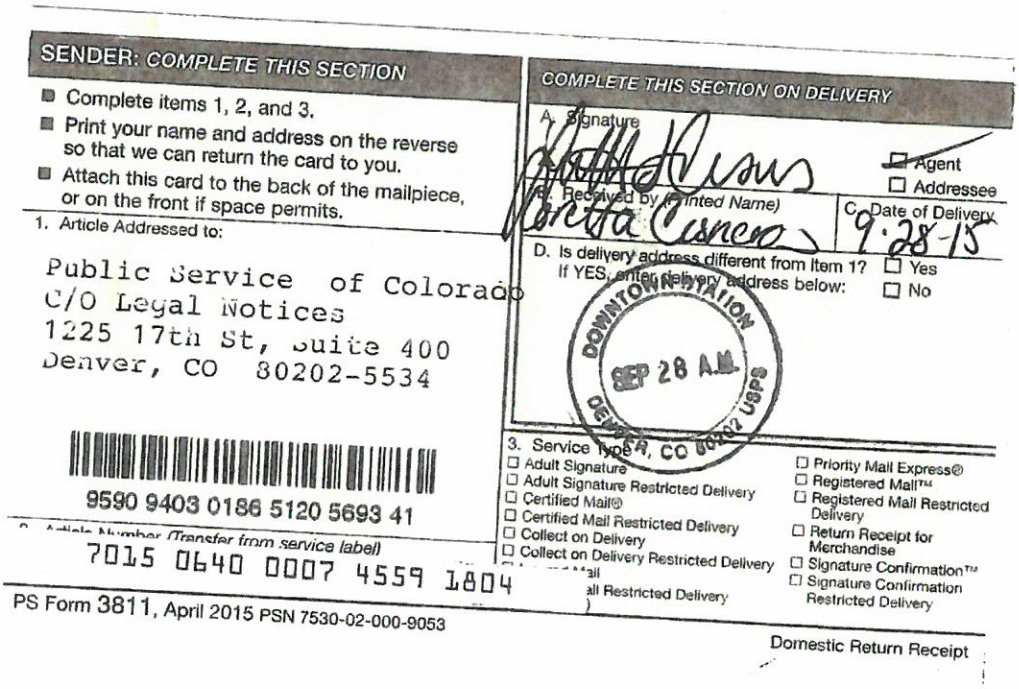
09/23/2015

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Public Service of Colorado
C/O Legal Notices
1225 17th St, Suite 400
Denver, CO 80202-5534

9590 9403 0186 5120 5693 41

2. Article Number (Transfer from service label)
7015 0640 0007 4559 1804

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Agent
Addressee

B. Received by (Printed Name)
Marita Cisneros

C. Date of Delivery
9-28-15

D. Is delivery address different from Item 1? Yes
If YES, enter delivery address below: No

DOWNTOWN STATION SEP 28 A.M. DENVER, CO 80202 USPS

3. Service Type
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

GREEN CROSS COLORADO
7831 S Broadway Ave No.155
Littleon, CO 80122

September 23, 2015

Rocky Mountain Mortgage Works, LLC
P.O. Box 445
Parachute, CO 81635

Ref: City of Parachute CO, Parcel No 2407-072-00-013 Address: 252 S Railroad Avenue – Mortgage Co.
Via Certified Mail – Return Receipt Requested – Article 7015 0640 0007 4559 1750

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Please call or email should you have any questions or concerns. We run an open book, open door business and will work diligently to make Retail Marijuana a positive development and business for the Town of Parachute.

Sincerely,

Daniel Griffin
Owner – Licensee Badge M00001
Green Cross Colorado, LLC
720.810.1187 Cell
mosby2012@comcast.net

cc: S. McArthur Town of Parachute Manager

7015 0640 0007 4559 1750

U.S. Postal Service™
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PARACHUTE, CO 81635

Certified Mail Fee	$3.45
Extra Services & Fees (check box, add fee as appropriate)	
Return Receipt (hardcopy)	$2.80
Return Receipt (electronic)	$0.00
Certified Mail Restricted Delivery	$0.00
Adult Signature Required	$0.00
Adult Signature Restricted Delivery $	$0.00
Postage	$0.71
Total Postage and Fees	$6.96

0268
06

Postmark Here

09/23/2015

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rocky Mtn Mortgage Works
P.O. Box 445
Parachute, CO 81635

9590 9403 0186 5120 5693 96

2. Article Number (Transfer from service label)
7015 0640 0007 4559 1750

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
9 28 15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- sured Mail
- sured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

GREEN CROSS COLORADO
7831 S BROADWAY AVE No.155
LITTLETON, CO 80122

September 23, 2015

John and Sherry Loschke
250 S Railroad Avenue
Parachute, CO 81635

Ref: City of Parachute CO, Parcel No 2407-072-00-012 Address 250 ½ S Railroad Avenue
Via Certified Mail – Return Receipt Requested – Article 7015 0640 0007 4559 1767

Dear Mr. and Mrs. Loschke,

My name is Daniel Griffin and I am the owner of Green Cross Colorado, LLC. As you may be aware, the Town of Parachute has recently allowed the establishment of licensed Retail Marijuana businesses within certain zoning locations within the town. My company is in the process of obtaining both State and Local licenses for a Retail Store and Retail Manufacturing Facility located at 150 S Columbine Court, Unit 100 and Unit 101, Parachute, CO 81635

In accordance with Chapter 6.11 of the Town of Parachute's Municipal Code (Retail Marijuana Establishments) I am required by ordinance to provide public notice of my license application through publishing a notice in the local newspaper, by posting a hearing notice on the premises and notifying the property owners within 200 feet of the property line of the proposed premises on my intention. This letter serves as that notice.

I have attached the notices of public hearing which are scheduled for October 15, at 6:30 in the board room of Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635

It is my business practice to be a good neighbor and upstanding contributing citizen in whatever location we have operated in the past. Please note, Green Cross Colorado, currently has six marijuana licenses. The business operation in the Town of Parachute, will be no different, in fact, I grew up on the western slope and spent considerable time in Grand Junction and Debeque and appreciate the hard working people and beautiful country of western Colorado.

Before the hearing, I would like to explain what the business licenses we are applying for are about, and to offer to meet or speak with you ahead of time should you have any questions. My personal cell phone is 720.810.1187 and my email is: mosby2012@comcast.net

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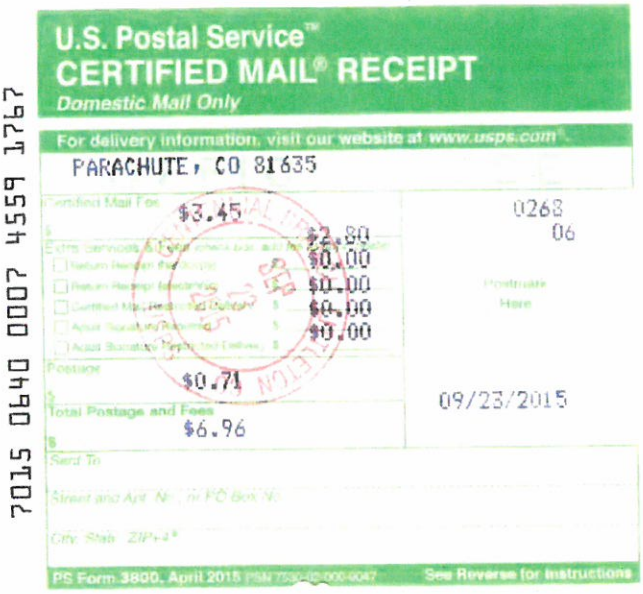
Sincerely,

Daniel Griffin
Owner – Licensee Badge M00001
Green Cross Colorado, LLC
720.810.1187 Cell
mosby2012@comcast.net

cc: S. McArthur Town of Parachute Manager



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PARACHUTE, CO 81635

7015 0640 0007 4559 1767

Certified Mail Fee	$3.45
Extra Services & Fees (check box, add fee as appropriate)	
Return Receipt (hardcopy)	$2.80
Return Receipt (electronic)	$0.00
Certified Mail Restricted Delivery	$0.00
Adult Signature Required	$0.00
Adult Signature Restricted Delivery	$0.00
Postage	$0.71
Total Postage and Fees	$6.96

0268
06

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Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

John & Sherry Loschke
250 S Railroad Avenue
Parachute, CO 81635

9590 9403 0186 5120 5693 89

2. Article Number (Transfer from service label)
7015 0640 0007 4559 1767

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X John Loschke ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery 9-28-15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

GREEN CROSS COLORADO
7931 S BROADWAY AVE No.155
LITTLETON, CO 80122

September 23, 2015

EMRR Properties, LLC
3122 Blake Avenue
Glenwood Springs, CO 81601

Ref: City of Parachute CO, Parcel No 2407-072-04-013 Address 175 S Columbine Court – ReMax Building
Via Certified Mail – Return Receipt Requested – Article 7015 0640 0007 4559 1774

Dear Property Owner,

My name is Daniel Griffin and I am the owner of Green Cross Colorado, LLC. As you may be aware, the Town of Parachute has recently allowed the establishment of licensed Retail Marijuana businesses within certain zoning locations within the town. My company is in the process of obtaining both State and Local licenses for a Retail Store and Retail Manufacturing Facility located at 150 S Columbine Court, Unit 100 and Unit 101, Parachute, CO 81635

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Before the hearing, I would like to explain what the business licenses we are applying for are about, and to offer to meet or speak with you ahead of time should you have any questions. My personal cell phone is 720.810.1187 and my email is: mosby2012@comcast.net

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Sincerely,

Daniel Griffin
Owner – Licensee Badge M00001
Green Cross Colorado, LLC
720.810.1187 Cell
mosby2012@comcast.net

cc: S. McArthur Town of Parachute Manager

7015 0640 0007 4559 1774

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GLENWOOD SPRINGS, CO 81601

Certified Mail Fee	$3.45	0268
Extra Services & Fees (check box, add fee as appropriate)	$2.80	06
☐ Return Receipt (hardcopy)	$0.00	
☐ Return Receipt (electronic)	$0.00	
☐ Certified Mail Restricted Delivery	$0.00	
☐ Adult Signature Required	$0.00	
☐ Adult Signature Restricted Delivery	$	
Postage	$0.49	
Total Postage and Fees	$6.74	09/23/2015

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ENTERTAINMENT BRANCH LITTLETON SEP 23 2015 USPS

Sent To

Street and Apt. No.; or PO Box No.

City, State, ZIP+4®

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EMRR Properties, LLC
3122 Blake Avenue
Glenwood Springs, CO 81601

9590 9403 0186 5120 5693 72

2. Article Number (Transfer from service label)

7015 0640 0007 4559 1774

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Mary Sterklein

C. Date of Delivery 9/28/15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

GREEN CROSS COLORADO
7831 S BROADWAY AVE No.155
LITTLETON, CO 80122

September 23, 2015

Rocky Mountain C Stores, Inc.
706 S 9th Street
Grand Junction, CO 81501

Ref: City of Parachute CO, Parcel No 2407-072-04-011 Address 201 S Columbine Court – Shell Station
Via Certified Mail – Return Receipt Requested – Article 7015 0640 0007 4559 1798

Dear Property Owner,

My name is Daniel Griffin and I am the owner of Green Cross Colorado, LLC. As you may be aware, the Town of Parachute has recently allowed the establishment of licensed Retail Marijuana businesses within certain zoning locations within the town. My company is in the process of obtaining both State and Local licenses for a Retail Store and Retail Manufacturing Facility located at 150 S Columbine Court, Unit 100 and Unit 101, Parachute, CO 81635

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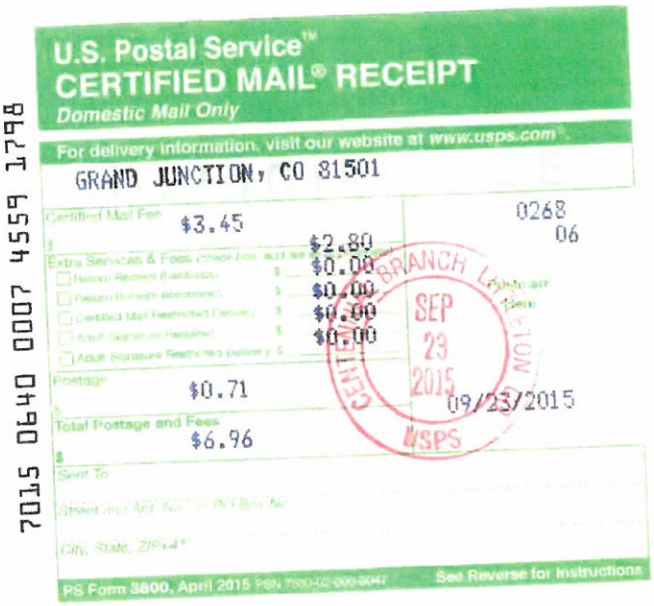
Sincerely,

Daniel Griffin
Owner – Licensee Badge M00001
Green Cross Colorado, LLC
720.810.1187 Cell
mosby2012@comcast.net

cc: S. McArthur Town of Parachute Manager

7015 0640 0007 4559 1798



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GRAND JUNCTION, CO 81501

Certified Mail Fee	$3.45	0268 06
Extra Services & Fees (check box, add fee)	$2.80	
☐ Return Receipt (hardcopy)	$0.00	
☐ Return Receipt (electronic)	$0.00	
☐ Certified Mail Restricted Delivery	$0.00	
☐ Adult Signature Required	$0.00	
☐ Adult Signature Restricted Delivery		
Postage	$0.71	09/23/2015
Total Postage and Fees	$6.96	

Postmark Here

CENTENNIAL BRANCH LITTLETON CO
SEP 23 2015
USPS

Sent To

Street and Apt. No. or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rocky Mtn C Stores, Inc.
706 S 9th Street
Grand Jct, CO 81501

9590 9403 0186 5120 5693 58

2. Article Number (Transfer from service label)

7015 0640 0007 4559 1798

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Peggy Wells ☐ Agent ☒ Addressee

B. Received by (Printed Name) Peggy Wells

C. Date of Delivery 9/25/15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

GREEN CROSS COLORADO
7831 S BROADWAY AVE No.155
LITTLETON, CO 80122

September 23, 2015

Metcalf Property Management, LLC
150 Columbine Court
Unit B
Parachute, CO 81635

Ref: City of Parachute CO, Parcel No 2407-072-04-014 Address 150 S Columbine Court – Metcalf Building
Via Certified Mail – Return Receipt Requested – Article 7015 0640 0007 4559 1781

Dear Property Owner,

My name is Daniel Griffin and I am the owner of Green Cross Colorado, LLC. As you may be aware, the Town of Parachute has recently allowed the establishment of licensed Retail Marijuana businesses within certain zoning locations within the town. My company is in the process of obtaining both State and Local licenses for a Retail Store and Retail Manufacturing Facility located at 150 S Columbine Court, Unit 100 and Unit 101, Parachute, CO 81635

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Sincerely,

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Owner – Licensee Badge M00001
Green Cross Colorado, LLC
720.810.1187 Cell
mosby2012@comcast.net

cc: S. McArthur Town of Parachute Manager

7015 0640 0007 4559 1781

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For delivery information, visit our website at www.usps.com®.
PARACHUTE, CO 81635

Certified Mail Fee	$3.45
Extra Services & Fees (check box, add fee as appropriate)	
Return Receipt (hardcopy)	$2.80
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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Metcalf Property Mgmt
150 Columbine Court
Unit B
Parachute, CO 81635

9590 9403 0186 5120 5693 65

2. Article Number (Transfer from service label)
7015 0640 0007 4559 1781

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x Denise King ☐ Agent ☐ Addressee

B. Received by (Printed Name) Denise King
C. Date of Delivery 9/25/15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ ured Mail Restricted Delivery
- er $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 — Domestic Return Receipt

GREEN CROSS COLORADO
7831 S BROADWAY AVE No.155
LITTLETON, CO 80122

September 23, 2015

Monument Holdings, LLC
c/o KE Andrews & Co
1900 Dalrock Road
Rowlett, TX 75088

Ref: City of Parachute CO Parcel No 2407-072-04-012 Situs Address 195 S Columbine Ct – Wendy's
Via Certified Mail – Return Receipt Request – Article 7015 0640 0007 4559 1811

Dear Property Owner,

My name is Daniel Griffin and I am the owner of Green Cross Colorado, LLC. As you may be aware, the Town of Parachute has recently allowed the establishment of licensed Retail Marijuana businesses within certain zoning locations within the town. My company is in the process of obtaining both State and Local licenses for a Retail Store and Retail Manufacturing Facility located at 150 S Columbine Court, Unit 100 and Unit 101, Parachute, CO 81635

In accordance with Chapter 6.11 of the Town of Parachute's Municipal Code (Retail Marijuana Establishments) I am required by ordinance to provide public notice of my license application through publishing a notice in the local newspaper, by posting a hearing notice on the premises and notifying the property owners within 200 feet of the property line of the proposed premises on my intention. This letter serves as that notice.

I have attached the notices of public hearing which are scheduled for October 15, at 6:30 in the board room of Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635

It is my business practice to be a good neighbor and upstanding contributing citizen in whatever location we have operated in the past. Please note, Green Cross Colorado, currently has six marijuana licenses. The business operation in the Town of Parachute, will be no different, in fact, I grew up on the western slope and spent considerable time in Grand Junction and Debeque and appreciate the hard working people and beautiful country of western Colorado.

Before the hearing, I would like to explain what the business licenses we are applying for are about, and to offer to meet or speak with you ahead of time should you have any questions. My personal cell phone is 720.810.1187 and my email is: mosby2012@comcast.net

Firstly- I would like to address a concern you may have, and that is of odor. Be advised we are not growing marijuana in any way shape of form at the licensed premises. I do operate grows elsewhere, and understand the challenges of odor mitigation.

The operation of a Retail Store and Manufacturing Products business does not produce the noxious odors that are typically associated with growing marijuana. While we do process dried material, the odor is very controllable and unnoticeable outside the building. We operate a large production kitchen in Denver and would offer an invitation of a tour should you be concerned.

Retail Marijuana Store – Green Cross Colorado dba The Tumbleweed Dispensary. For those of you unfamiliar with a Retail Marijuana store, it is a highly regulated and tightly controlled environment. Customers must be 21 years or older and have a valid ID. ID's are checked at the door and also at the time of purchase. All transactions are logged in a point of purchase system that is reconciled daily with a State run inventory control system known as METRC. The hours of operation of the store will be 8am – 10pm Monday – Saturday and 10am – 8pm Sunday. The store with be managed by my co-owner of the dispensary, Sherri Marzario, Sherri in addition to being a wonderful Mother of two grown daughters in college, she is also been involved for the past two decades in retail cash and highly regulated business.

The products offered within the store will be raw cannabis flower, concentrates, infused edible marijuana products including beverages, confections and retail apparel.

Retail Marijuana Manufacturing Facility – In this facility we will be making a myriad of infused products including beverages and edible products. The Green Cross Colorado Denver facility employs an average of 60 full time people. Once the Parachute kitchen is operational we will begin to hire production workers from the local area. These are good paying jobs ranging from $12 - $22/hour. The Parachute facility will allow us to better serve our customer base on the western slope with edible products produced from this facility. Both the Store and Manufacturing Facility are subject to State inspection and licensing from The Marijuana Enforcement Division (MED) run by the Colorado Department of Revenue, the closest field office is in Grand Junction.

Please call or email should you have any questions or concerns. We run an open book, open door business and will work diligently to make Retail Marijuana a positive development and business for the Town of Parachute.

Sincerely,

Daniel Griffin
Owner – Licensee Badge M00001
Green Cross Colorado, LLC
720.810.1187 Cell
mosby2012@comcast.net

cc: S. McArthur Town of Parachute Manager

7015 0640 0007 4559 1811

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

ROWLETT, TX 75088

Certified Mail Fee	$3.45
Extra Services & Fees (check box, add fee as appropriate)	
Return Receipt (hardcopy)	$2.80
Return Receipt (electronic)	$0.00
Certified Mail Restricted Delivery	$0.00
Adult Signature Required	$0.00
Adult Signature Restricted Delivery	$
Postage	$0.49
Total Postage and Fees	$6.74
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

0268
06

Postmark Here

SEP 23 2015 USPS COMMERCIAL BRANCH MILLINGTON TN

09/23/2015

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Monument Holdings, LLC
KF Andrews & CO
1900 Dalrock Road
Rowlett, TX 75088

9590 9403 0186 5120 5693 34

2. Article Number *(Transfer from service label)*

7015 0640 0007 4559 1811

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 928 ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

K.F. Andrews & Company
1900 Dalrock Road
Rowlett, TX 75088

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ il
- il Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

PUBLIC NOTICE

NOTICE OF HEARING

Pursuant to Section 6.11.090.D of the Town of Parachute, Colorado

NOTICE IS HEREBY GIVEN that an application has been made to the Local Licensing Authority of the Town of Parachute, Colorado, for a Retail Marijuana Products Manufacturer which permits the manufacture of retail marijuana products on the premise.

APPLICANT: **GREEN CROSS COLORADO, LLC**

TRADE NAME: **The Tumbleweed Dispensary**

ADDRESS OF APPLICANT: 660 N Bryant Street
Denver, CO 80204

ADDRESS OF PROPOSED LICENSED PREMISES:

150 S Columbine Court, Unit 101
Parachute, CO 81635

DATE OF APPLICATION: August 28, 2015

PUBLIC NOTICE IS HEREBY GIVEN that a Public Hearing will be held on this application **Thursday, October 15th, 2015 at 6:30 p.m.** in the Board Room in the Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635.

All interested persons may appear at said hearing.

BY ORDER OF THE LOCAL LICENSING AUTHORITY

TOWN OF PARACHUTE
BOARD OF TRUSTEES

P.O. BOX 100
PARACHUTE, CO. 81635-0100
(970) 285-7630

Published in the Citizen Telegram September 24, 2015
Published in the Post Independent September 24, 2015

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Published in the Citizen Telegram September 24, 2015
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P.O. BOX 100, PARACHUTE, CO. 81635-0100 (970) 285-7630
Published in the Citizen Telegram and Post Independent September 24, 2015

Town of Parachute
222 Grand Valley Way
PO Box 100
Parachute CO 81635 970-285-7630

Receipt No: 3.032971 Sep 28, 2015

TUMBLEWEED COMPANIES

Previous Balance:	.00
Tax / Licenses & Permits	
Marijuana Licenses	5,000.00
10-32-140	
MARIJUANA LICENSING	
Total:	5,000.00
Check	
Check No: 488200598	5,000.00
Total Applied:	5,000.00
Change Tendered:	.00

09/28/2015 09:08AM

Town of Parachute
222 Grand Valley Way
PO Box 100
Parachute CO 81635 970-285-7630

Receipt No: 3.032439 Aug 19, 2015

TUMBLEWEED

Previous Balance:	.00
Tax / Licenses & Permits	
Marijuana Licenses	5,000.00
10-32-140	
MARIJUANA LICENSING	
Total:	5,000.00
Check	
Check No: 488200597	5,000.00
Total Applied:	5,000.00
Change Tendered:	.00

Duplicate Copy
10/09/2015 09:12AM

Retail Marijuana Establishment Business License Application

New License Application ☒ **Annual License Renewal ☐**

License Sought - Attach a copy of the conditional State License or proof of application for a State License.

A separate license application must be filed for each type of desired license or proposed licensed premises.

Retail Marijuana Store ☒ Retail Marijuana Testing Facility ☐

Retail Marijuana Cultivation Facility ☐ Retail Marijuana Products Manufacturing Facility ☐

*A Cultivation Facility license requires a public hearing before the Planning and Zoning Commission for Special Review Use approval.

Applicant's Legal Business Name (Please Print)
Buds, Ltd.

Trade Name (DBA) (Provide Trade Name Registration)	Website Address
N/A	N/A

Location and Contact Information – Proposed Licensed Premises

Street Address and Assessor Parcel No. of Proposed Premises	City	State	ZIP
104 Cardinal Way 12-7-96-013	Parachute	CO	81635

Business Phone Number	Business Fax Number	Email Address
N/A	N/A	contact@BudsLtd.com

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

Yes ☒ No ☐ Legal Basis for possession: Ownership ☐ Lease ☒
Other ☐ Explanation: _____

Submit all documentation (e.g. deed, title commitment/report, title, sale or lease agreements etc.) showing legal right to possession. If premises are leased, attach written consent by the property owner to licensing of the premises for a retail marijuana establishment.

Is the proposed licensed premises in compliance with applicable zoning and land use laws? Yes ☒ No ☐
If not, has the applicant submitted the necessary land use application? Yes ☐ No ☒ Attach any submitted application.

Applicants' Contact and Related Information

Address	City	State	Zip
2536 Rimrock Ave Suite 400-380	Grand Junction	CO	81505

Primary Contact Person for Business	Title	Primary Contact Phone Number
MARK Gerhard	Manager	970 409 2707

Primary Contact Address (city, state, Zip)	Primary Contact Fax Number
3435 Grand Valley Canal Clifton CO 81520	N/A

Federal Taxpayer ID	Colorado Sales Tax License #	Email Address
47-4873115	3040-5129	WestRunInc@gmail.com

Business Entity Details

Sole Proprietorship ☐ Partnership ☐ Limited Liability Company ☒ C Corporation (Closely Held) ☐

Trust ☐ Limited Partnership ☐ S Corporation ☐ C Corporation (Publicly Traded) ☐

Other ☐ Explanation: _____

State of Incorporation or Creation of Business Entity	Date of Incorp./Creation
CO	8-21-13

Date Qualified to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office)
8-21-15

If a Corporation, Limited Liability Company, or Limited Partnership, List all States Where the Corporation is Authorized to Conduct Business
N/A

List all Trade Names used by the Business Entity In Addition to Formal Name
N/A

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);

- ☐ Been denied a privileged license (i.e. - Liquor, Gaming, Racing and Marijuana)? Yes ☐ No ☒
- ☐ Had a privileged license (i.e. - Liquor, Gaming, Racing and Marijuana) suspended or revoked? Yes ☐ No ☒
- ☐ Had interest in another entity that had a privileged (i.e. - Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked? Yes ☐ No ☒

If you answered yes to any of the above questions, explain the denial, suspension, or revocation in detail on a separate sheet.

Ownership Structure

List all persons and/or entities with any ownership interest in the applicant/proposed licensee, and all officers and directors, regardless of whether they have an ownership interest in the applicant/proposed licensee. If an entity (corporation, partnership, LLC, etc.) has an ownership interest the applicant/proposed licensee, list all persons having an ownership interest in such entity, their percentage of ownership of the entity, and their effective ownership of applicant/proposed licensee if ownership in applicant is through ownership of a parent or holding entity (an Ownership Entity). Submit additional sheets if necessary.

Name	Title	SSN/FEIN		Date of Birth
MARK Robert Gerhard	manager	[redacted]3653		08-21-1960
Address	**City**	**State**	**ZIP**	**Phone Number**
3435 Grand Valley Canal rd	Clifton	CO	81520	937 602 2500
Ownership Entity (if applicable)	**% Ownership of Ownership Entity**			**Effective Own. % in Applicant**
Buds, Ltd.	100			100

Name	Title	SSN/FEIN		Date of Birth
N/A				
Address	**City**	**State**	**ZIP**	**Phone Number**
N/A				
Ownership Entity (if applicable)	**% Ownership of Ownership Entity**			**Effective Own. % in Applicant**
N/A				

Name	Title	SSN/FEIN		Date of Birth
N/A				
Address	**City**	**State**	**ZIP**	**Phone Number**
N/A				
Ownership Entity (if applicable)	**% Ownership of Ownership Entity**			**Effective Own. % in Applicant**
N/A				

Name	Title	SSN/FEIN		Date of Birth
N/A				
Address	**City**	**State**	**ZIP**	**Phone Number**
N/A				
Ownership Entity (if applicable)	**% Ownership of Ownership Entity**			**Effective Own. % in Applicant**
N/A				

Name	Title	SSN/FEIN		Date of Birth
N/A				
Address	**City**	**State**	**ZIP**	**Phone Number**
N/A				
Ownership Entity (if applicable)	**% Ownership of Ownership Entity**			**Effective Own. % in Applicant**
N/A				

Name	Title	SSN/FEIN		Date of Birth
N/A				
Address	**City**	**State**	**ZIP**	**Phone Number**
N/A				
Ownership Entity (if applicable)	**% Ownership of Ownership Entity**			**Effective Own. % in Applicant**
N/A				

Who, besides the owners of the applicant/proposed licensee listed above (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. Submit a separate sheet if necessary.

	Name	Date of Birth	FEIN OR SSN	Interest
N/A				
N/A				
N/A				
N/A				
N/A				

Has the applicant or an ownership entity listed above (if applicable) ever applied for a marijuana license (retail or medical) in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	Yes ☐ No ☒
Has the applicant or an ownership entity listed above ever been denied a marijuana license (retail or medical), withdrawn a marijuana license or had any disciplinary action taken against any marijuana license that they have held in this or any other jurisdiction, Colorado or otherwise? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	Yes ☐ No ☒
In the last ten years, has the applicant or any partner, member, officer, director, or stockholder of the applicant ever been arrested, charged, or convicted of a crime or offense in a federal, state or other court? If YES, please provide details on a separate sheet, including jurisdiction, the crime or offense arrested for and whether charged with or convicted, and date of action.	Yes ☒ No ☐

Maintenance of Books and Records

Name of Person who maintains Applicant's business records MARK Gerhard	Title Manager
Address 3435 Grand Valley Canal Rd Clifton CO 81520	Phone Number 970 409 2707
Person who prepares Applicant's tax returns, government forms & reports Penny Cooper	Title Owner Penny coopers tax service
Address 2536 Rimrock Ave Suite 400-380 Grand Junction CO 81505	Phone Number 970 644 5626
Location of financial books and records for Applicant's business 3435 Grand Valley Canal Rd Clifton CO 81520	

Managers

Name of Manager of proposed licensed premises. Submit a separate sheet if necessary.	Date of Birth	SSN
MARK Gerhard	08 21 60	[redacted]

Owner's Affirmation & Consent

I, Mark Gerhard, as an owner of and 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 foregoing Retail Marijuana Establishment Business License Application, 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 Local Licensing Authority to refuse to issuance of a the desired retail marijuana establishment license. 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 Local Licensing Authority of the Town of Parachute, Colorado 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 applicant holds a retail marijuana establishment license, and for 90 days following the expiration or surrender of such marijuana license.

Print Full Owner/Legal Agent Name:

Applicant's Name	Trade Name (DBA)	
Buds, Ltd.	N/A	
Owner/Legal Agent Last Name (Please Print)	**Owner/Legal Agent First Name**	**Owner/Legal Agent Middle Name**
Gerhard	Mark	Robert
Legal Agent Title	**Signature (Must be signed in front of one witness)**	
manager		
Date (MM/DD/YY)	**City**	**State**
09-14-15	parachute	CO
Witness 1 Signature		

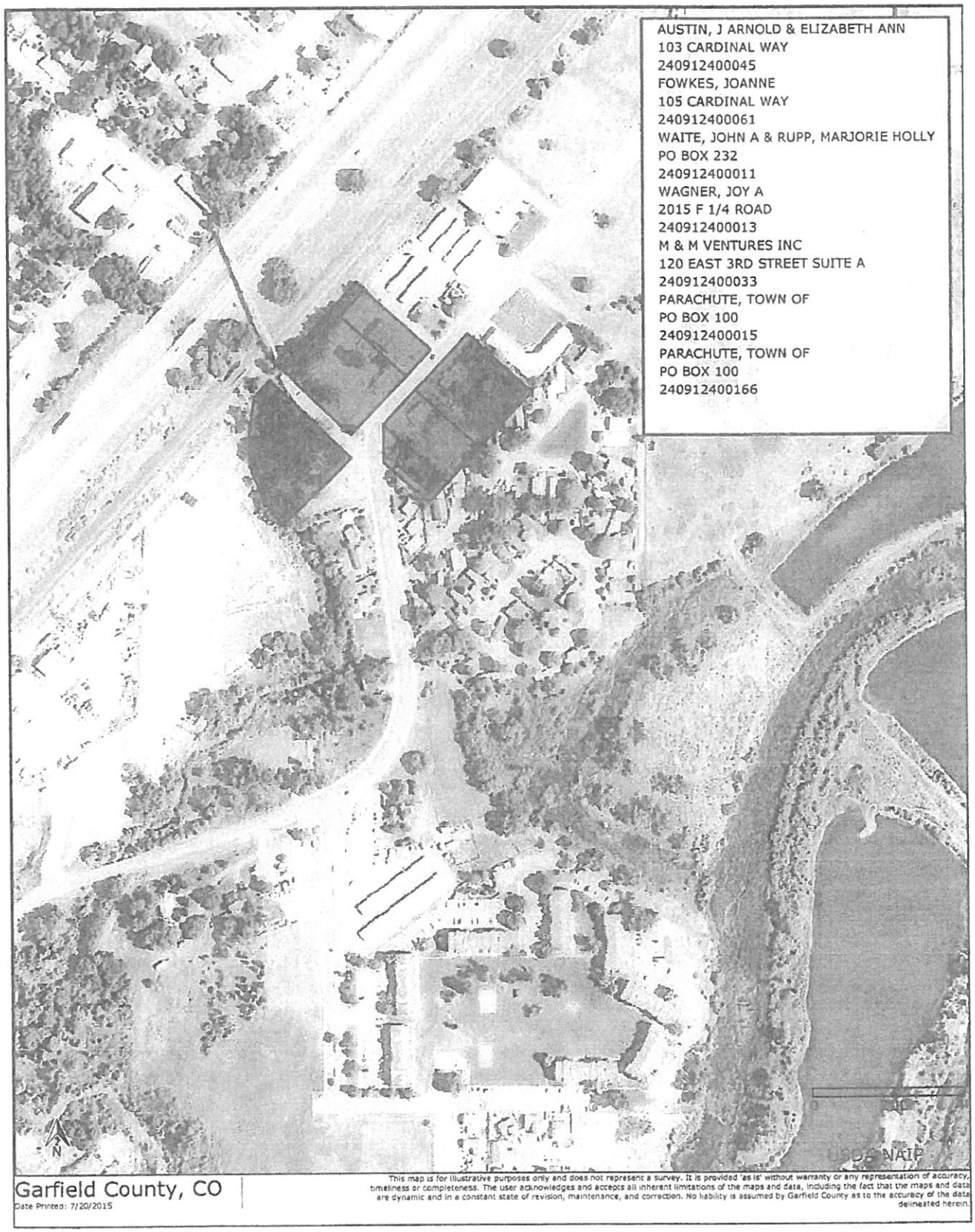
Owner's Authorization to Investigate and Release Information

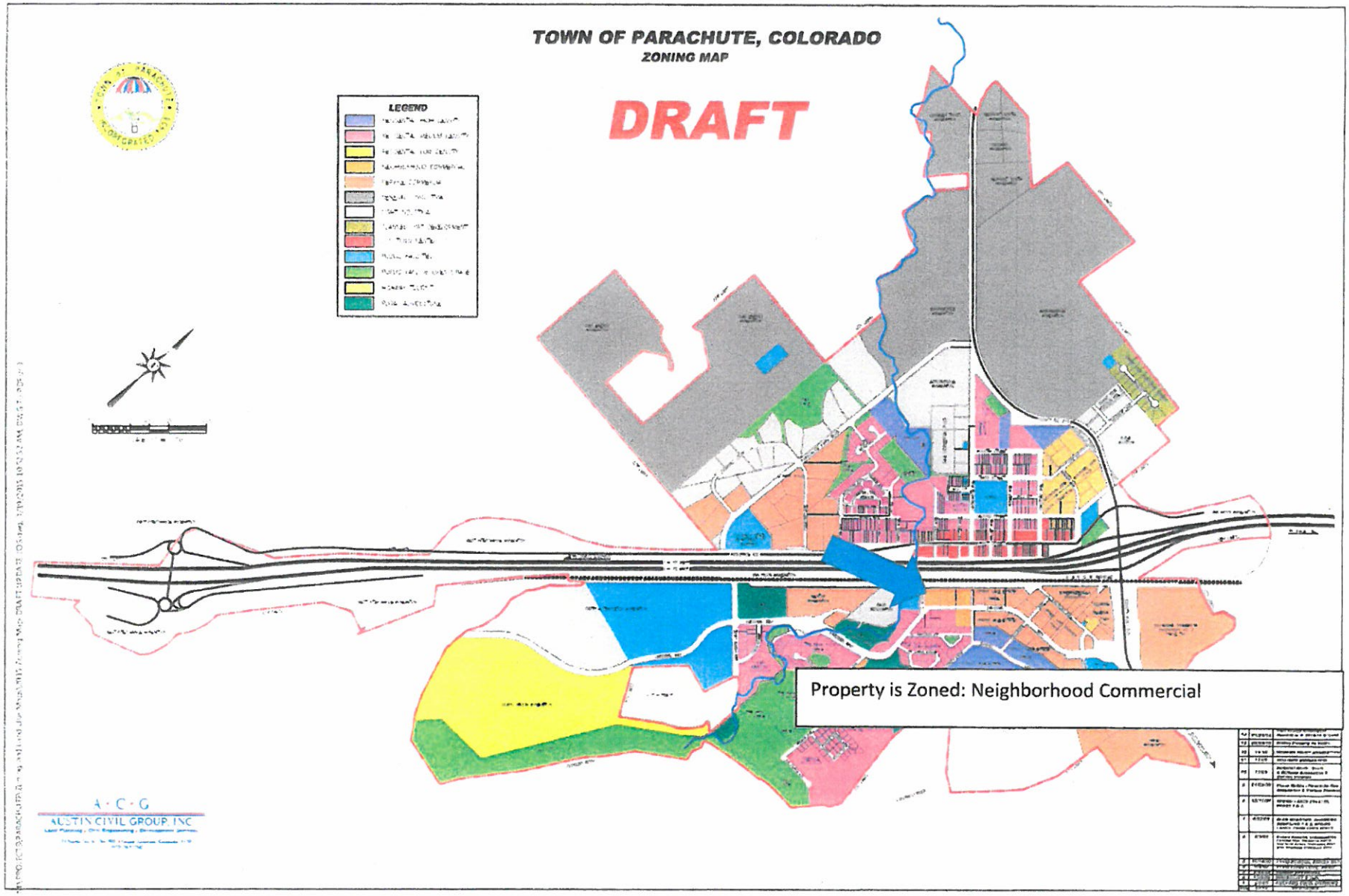
I, MARK Gerhard, as an owner of and authorized agent for the applicant, hereby authorize the Town of Parachute, Colorado and any Application review authorities selected by it (hereafter, the Investigatory Agencies) to conduct a complete investigation into this Application, using whatever legal means 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 Town of Parachute, Colorado and 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 financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of the applicant/proposed licensee's tax filing and tax obligation status may be performed. I authorize the Town of Parachute, Colorado to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to applicant. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to applicant. 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.

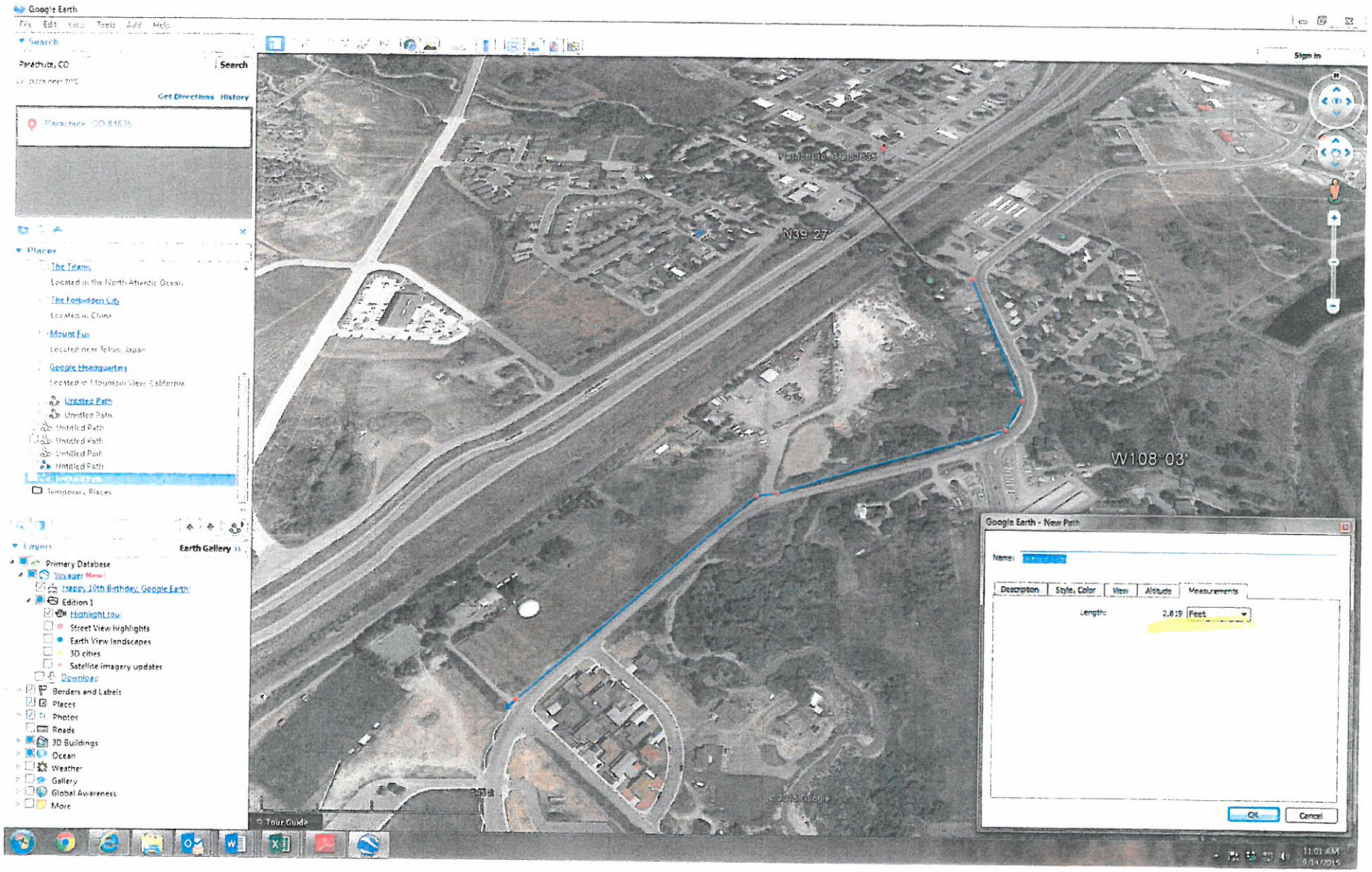
The Town of Parachute, Colorado and Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the Investigatory Agencies, their agents or employees 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 Town of Parachute, Colorado, Investigatory Agencies, and any of those entities' agents or employees 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 this Application, any financial or personnel record, or otherwise found, obtained, or maintained by the Town of Parachute, Colorado or 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 Owner/Legal Agent Name:

Applicant's Name: Buds, Ltd	Trade Name (DBA): N/A	
Owner/Legal Agent Last Name (Please Print): Gerhard	Owner/Legal Agent First Name: MARK	Owner/Legal Agent Middle Name: Robert
Signature:	Date:	
Applicant's Business Name: N/A	Trade Name (DBA): N/A	
Legal Agent Title: Manager	Signature (Must be signed in front of one witness):	
Date (MM/DD/YY): 09-14-15	City: Parachute	State: CO
Witness 1 Signature: Dorene Lynn Strode		


AUSTIN, J ARNOLD & ELIZABETH ANN
103 CARDINAL WAY
240912400045
FOWKES, JOANNE
105 CARDINAL WAY
240912400061
WAITE, JOHN A & RUPP, MARJORIE HOLLY
PO BOX 232
240912400011
WAGNER, JOY A
2015 F 1/4 ROAD
240912400013
M & M VENTURES INC
120 EAST 3RD STREET SUITE A
240912400033
PARACHUTE, TOWN OF
PO BOX 100
240912400015
PARACHUTE, TOWN OF
PO BOX 100
240912400166
N
USDA NAIP
Garfield County, CO
Date Printed: 7/20/2015
This map is for illustrative purposes only and does not represent a survey. It is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The user acknowledges and accepts all inherent limitations of the maps and data, including the fact that the maps and data are dynamic and in a constant state of revision, maintenance, and correction. No liability is assumed by Garfield County as to the accuracy of the data delineated herein.


TOWN OF PARACHUTE, COLORADO
ZONING MAP
DRAFT
LEGEND
Property is Zoned: Neighborhood Commercial
A · C · G
AUSTIN CIVIL GROUP, INC


Google Earth
Search
Parachute, CO
Get Directions
History
Places
The Titanic
Located in the North Atlantic Ocean.
The Forbidden City
Located in China
Mount Fuji
Located near Tokyo, Japan
Google Headquarters
Located in Mountain View, California
Untitled Path
Temporary Places
Layers
Earth Gallery
Primary Database
Voyager New!
Happy 10th Birthday, Google Earth!
Edition 1
Highlight Tour
Street View highlights
Earth View landscapes
3D cities
Satellite imagery updates
Download
Borders and Labels
Places
Photos
Roads
3D Buildings
Ocean
Weather
Gallery
Global Awareness
More
Sign In
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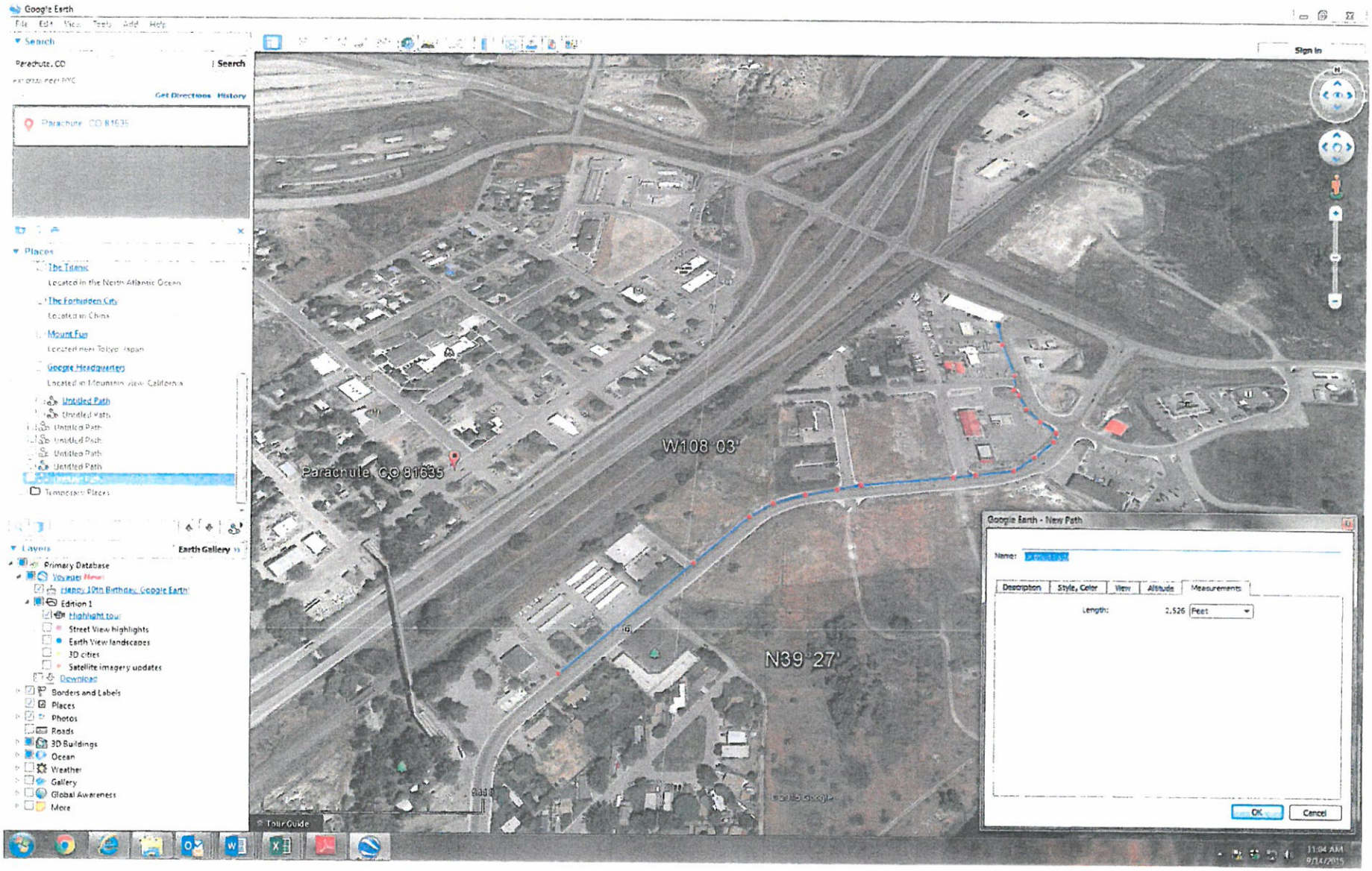
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Places
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Located in the North Atlantic Ocean
The Forbidden City
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Mount Fuji
Google Headquarters
Untitled Path
Temporary Places
Layers
Earth Gallery
Primary Database
Voyager
Happy 10th Birthday, Google Earth!
Edition 1
Highlight tour
Street View highlights
Earth View landscapes
3D cities
Satellite imagery updates
Download
Borders and Labels
Places
Photos
Roads
3D Buildings
Ocean
Weather
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W108° 03'
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Tour Guide
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Sign In

SITE PLAN
104 CARDINAL WAY
1:800

Arrest disclosure

1. 4-13-15 Grand Junction, CO: disorderly conduct, no contest deferred judgement
2. 09-23-08 Kettering, OH: fail to control/weaving, dismissed
3. 09-23-08 Kettering, OH: Physical control, guilty
4. 09-23-08 Kettering, OH: OVI/refusal, dismissed

Chapter 6.11.090 (J) 1, 2, Statement

1. No
2. No

West Run, Inc.

THIS LEASE is made and entered into on August 12, 2015 between the Lessee and Lessor to become effective upon execution by the parties. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **RECITALS**

For the purpose of interpreting and giving effect to this Agreement, the parties agree to the truth and accuracy of the following:

a. Lessee: West Run, Inc.
Mark Gerhard; CEO

b. Lessor: Joy Wagner

c. The Lessee desires to lease from Lessor the following described premises: 104 Carinal Way Parachute, Colorado 81635 consisting of approximately 4800 net rentable square feet The Lessee shall also have the right of use of the acre lot where the property is located.

d. The Lessee has examined the leased premises and is aware of and accepts the condition of the premises as is.

2. **LEASE**

a. The Lessor hereby leases to the Lessee the above-described premises for an initial term of one year and one month commencing December 1st, 2015 and continuing until December 31, 2016. Lessee shall be responsible for building expenses; utilities: electric, sewer and water during starting when lease is finalized with signatures of both parties. Lessee shall have access to the property during the licensing process for inspections and planning remodel to begin November 1st 2015. 30 days prior to the first month's rent with approval of Lessor. Lessor, upon payment of the rent herein reserved and the performance of the other covenants of the lease by the Lessee, guarantees the peaceful and quiet enjoyment of the leased premises during the full term of this lease by the lessee.

b. The Lessor hereby grants the Lessee the right and option to purchase the property provided, however, that Lessee has not been in default at any time during the initial term of the Lease in the performance of any of the terms or provisions of the lease.

c. **See attached: "Contract to Buy and Sell Commercial Real Estate".**

business check shall be an unacceptable method of paying rent hereunder and all of Lessee's subsequent rental payments must be in the form of cash, a cashier's check or certified funds.

4. ADDITIONAL RENT FOR LATE PAYMENT OF RENT

a. If the Lessee fails to pay a monthly installment of rent by the fifth (5th) day of the month in which it is due, Lessee shall add five percent (5%) of the total rental amount to that monthly installment as additional rent.

b. The Lessor need not give any notice to be entitled to these payments, and such additional rents shall in no way be construed to limit the Lessor's remedies in the event of such default, which remedies shall in all cases hereunder be deemed to be cumulative.

c. In the event all or part of the rent as described in paragraph 5(a) of this Section is delinquent beyond the thirtieth (30th) day of the month in which it is due, the delinquent amount (plus the related late payment additional rent) shall bear interest at the rate of one and one-half percent (1.5%) per month.

d. If Lessee's check is returned due to insufficient funds, Lessee will be charged a [redacted] returned check fee. In addition, if the returned check causes the rent to be paid after the fifth (5th) day of the month, Lessee will also be charged a late fee in accordance with paragraph 5(c) above.

f. If Lessee's delinquency in rent payment requires issuance of a Three Day Notice to Quit, Lessee shall be charged $50.00 per issuance.

5. SECURITY DEPOSIT

[redacted] deposit shall be paid: nonrefundable [redacted] to hold lease an additional [redacted] to be paid upon City of Parachute Trustee approval and [redacted] balance upon receiving License from MED (Marijuana Enforcement Department or State License).
The deposit shall go towards the purchase of the property.

6. BUSINESS USE

Lessee shall utilize the leased premises for the purpose of; **A Retail Marijuana Establishment or other use that meets building, zoning codes and regulations.**

LESSOR: **Joy Wagner**
2015 F ¼ Road
Grand Junction, CO 81503
970-263-0989 970-260-4101

By: Joy A. Wagner
Joy Wagner Date

LESSEE: **West Run, Inc.**
3435 Grand Valley Canal Road
Clifton, CO 81520
970-409-2707

By: Mark Gerhard, CEO
Mark Gerhard, CEO Date

LEASE

THIS LEASE is made as of October 1, 2015, between West Run, Inc., a Colorado Corporation ("Landlord"), whose address is 3435 Grand Valley Canal Road, Grand Junction, Colorado 81520, and Buds, Ltd, a Colorado limited liability company ("Tenant"), whose address is 104 Cardinal Way, Parachute, Colorado 81635.

Section 1. LEASED PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, the following property (the "Leased Premises"): (i) the warehouse building (the "Building") and all related fixtures and appurtenances (the "Land") located in the real property commonly known as 104 Cardinal Way, Parachute, Colorado 81635, Garfield County, Colorado (the "Property"), the Land and Building being depicted in the drawing attached to the Lease in Exhibit A, and (ii) the right of ingress and egress to and from the parking area to the Building and all other rights and easements appurtenant to the Building (all of the property rights described in the foregoing clauses (i) through (ii), collectively, the "Leased Premises"). The Leased Premises are leased to Tenant in their condition as of the date of this Lease "AS IS," "WHERE IS," with no representation or warranty by Landlord.

Section 2. TERM.

2.1 The term of this Lease shall be sixty (60) months commencing October 1, 2015 (the "Commencement Date") and ending on October 31, 2020 (the "Primary Term").

2.2 Tenant shall have the option to renew this Lease for two (2) additional renewal term of five (5) years (the "Renewal Term") upon the same terms and conditions that apply during the Primary Term except for the amount of rent, which shall be as set forth in Section 3 below, and except that there shall be no further renewal upon the expiration of the Renewal Term. Tenant shall exercise each renewal option, if at all, by giving Landlord written notice at least one hundred eighty (180) days before the expiration of the Primary Term. The exercise of this renewal option shall not be effective if Tenant is in default under this Lease either at the time of exercise or at the commencement of the Renewal Term. The phrases "term of this Lease," "Lease term," or any other similar phrases used in this Lease, shall be deemed to include, where appropriate, the Primary Term and the Renewal Term, if exercised and in effect.

2.3 Before entering the Leased Premises, Tenant shall deliver to Landlord certificates evidencing that the insurance coverage that Tenant is required to maintain pursuant to Section 6 is in place.

Section 34. CAPTIONS. The captions of the various sections and subsections of this lase are inserted for convenience of reference only and shall not be considered in the interpretation or construction of this Lease.

Section 35. HOLDING OVER. Any holding over beyond the expiration of the term of this Lease shall be construed to be a tenancy from month to month at 150% of the monthly rental rate that was paid during the last month of the Lease term, and shall otherwise be on the same terms and conditions as provided in this Lease. Nothing set forth in this Lease shall be deemed to grant permission to Tenant to hold over. Tenant shall be responsible for all damages suffered by Landlord by reason of any holding over by Tenant.

Section 36. JURY WAIVER. LANDLORD AND TENANT EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE.

Section 37. ATTORNEY'S FEES. If either Landlord or Tenant brings an action against the other party to enforce this Lease, or any of the terms and conditions of this Lease, the prevailing party in such action shall, in addition to any other right or remedy to which it may be entitled under this Lease or applicable law, be entitled to collect its reasonable attorney's fees incurred in prosecuting or defending such action from the other party.

SIGNED as of the day and year first above written.

LANDLORD:

WestRun, Inc., a Colorado Corporation

By: Mark Gerhard President
Mark Gerhard, President

TENANT:

Buds, Ltd., a Colorado Limited Liability Company

By: Mark Gerhard General Manager
Mark Gerhard, General Manager

BUDS, LTD. - RETAIL STORE

Standard Operating Procedures

Retail Marijuana Store Facility

9/14/2015

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Retail Marijuana Store Facility

General Provisions

Subject Overview

This document details the Standard Operating Procedures (SOP) for the Retail Marijuana Store Facility (RMSF). This document supports CCR 212-2 series regulations as well as local fire, building and/or code enforcement and public health and safety standards. Where available and applicable, this document supports the Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) rules, requirements and associated guidelines.

The purpose of this document is to detail the process and procedures used for handling marijuana product for retail sale.

Definitions

Abbreviations	Definition

Facility Overview

Retail Marijuana Store Facility - used exclusively for the retail sale of legal Retail Marijuana products and accessories.

Location:

104 Cardinal Way
Parachute CO 81635

Hours of Operation:

Public hours of operations

Sunday:	9 am - 8:45 pm
Monday:	9 am - 8:45 pm
Tuesday:	9 am - 8:45 pm
Wednesday:	9 am - 8:45 pm
Thursday:	9 am - 8:45 pm
Friday:	9 am - 8:45 pm
Saturday:	9 am - 8:45 pm

Internal hours of operations

Sunday:	7 am - 10 pm
Monday:	7 am - 10 pm
Tuesday:	7 am - 10 pm
Wednesday:	7 am - 10 pm
Thursday:	7 am - 10 pm
Friday:	7 am - 10 pm
Saturday:	7 am - 10 pm

Registered Licensed/Owner:

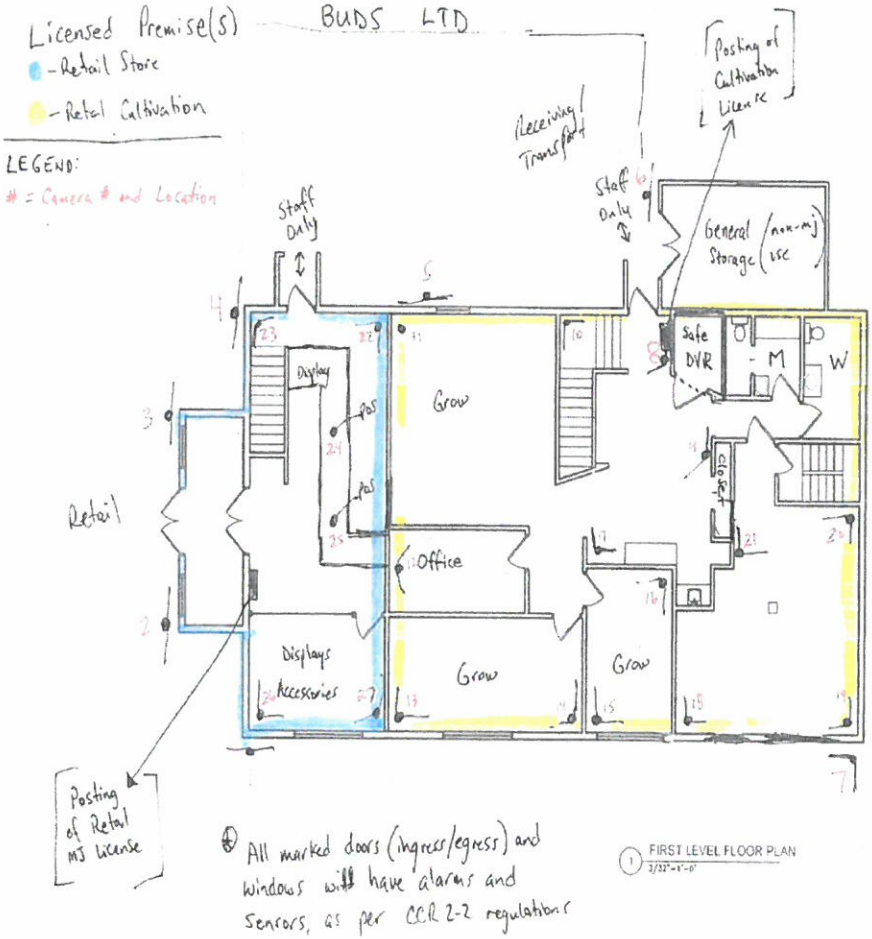
Buds, Ltd.

Mark Gerhard
3435 Grand Valley Canal Road
Clifton CO 81520
(937) 602-2500

Active or Required Permits:

Certificate of Occupancy
Retail Marijuana Business License
Associated Key License Badge - Owner (M#)
Fire Inspection Permit
Building Permit

Licensed Premise - Main Floor



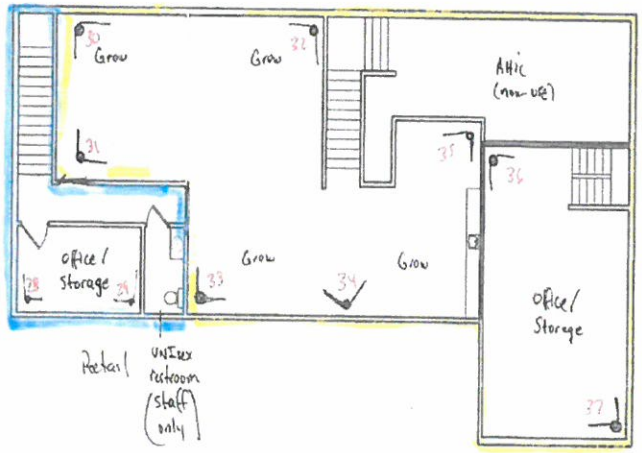
Licensed Premise - 2nd Floor

Licensed Premise(s)

BUDS LTD

= Camera # and Location

- Retail Store
- Retail Cultivation



All marked doors (ingress/egress) and windows will have alarms and sensors, as per CCR 2-2 regulations

1 SECOND LEVEL FLOOR PLAN
3/32"=1'-0"

Appendix References

- ☐ Diagrams of the Licensed Premise (Inventory Flow, Limited and Restricted Access Areas, Camera Locations, Surveillance, DVR, Security, Emergency Stations, Evacuation Areas, etc.)
- ☐ Required Occupancy & Permit documentation (on file at facility)
- ☐ Secure Facilities Form (Security & Surveillance account and contact detail)

  Contact Form (authorized owners, GM & managers)

Operations Overview

The following operational roles are currently in place:

- General Manager / Owner (Associate Key Badge)
- Store Manager (Support Badge on File with Division)
- Assistant Manager (as needed, Support Badge)
- Closing Budtender - same as Budtender and can edit/update inventory (Support Badge)
- Budtender - can add customers, process sales and check inventory level (Support Badge)

Client Management

The Retail Store will ensure all forms of identification are legally valid as per CCR 212-2 regulations. Only individuals with valid forms of identification that are over the age of 21 year are to be admitted.

Operations Security

The facility will employ an on-site security guard during all hours of open operations.

Inventory Management

All marijuana and marijuana-infused product will be validated from the verified transport manifest, and processed in the Office/Storage room located on the 2nd floor. The processing (in-take) will utilize a State of Colorado certified scale to verify and weigh all MJ and MIP product.

Receiving Product Transports

Before any marijuana product can be received, it must have a valid and verified transport manifest created from metrc. The manifest includes a detailed form with the number of packages with detailed content provided by the vendor, Infused-Producer or Cultivation Center by metrc tag number and must not exceed one (1) pound. All inventory receipts to the Store are immediately processed.

Processing Product

Each transport shipment is processed via the following method:

- Confirmation of valid and verified transport manifest, including product count and weight of each package or item received
- Loading of received inventory into the metrc
- Loading of received inventory into the POS system
- Validation and matching of metrc and POS system inventory counts
- Transport of product to Storage area or Store display

Storage

Storage of marijuana is kept in a dark, cool room to avoid exposure to light, as it can deteriorate marijuana product over time. All MJ and MIP product storage will be located in the display cases during business open hours. All MJ and MIP product storage will be in the Office/Storage room located on the 2nd floor of the licensed premise.

Signs, Security and Lighting Plans

The Retail establishment will have its Operational License posted in a conspicuous place as per the diagram of the licensed premise. All required CCR 212-2 and Local Jurisdictional regulations will be enforced and required signage posted as required.

The security system will include review monitors and alarming sensors on all points of ingress and egress (doors) and all parameter windows.

The facility will utilize security numbered cameras and be fully integrated with the surveillance DVR system. The timestamp will be routinely reviewed to ensure accuracy.

All security and surveillance equipment will be continually monitored by an independent, insured and licensed 3rd party security company and utilize uninterruptable power supplies (UPS).

In the event of an emergency or power failure, emergency evacuation lighting will illuminate.

General Sanitary Requirements

This RMSF enforces the following reasonable measures and precautions:

- ☐ All persons who appear to be ill, or have open lesions, boils, sores, wounds or other related health and/or medical issues are excluded from any and all operations
- ☐ All persons in contact with Retail Marijuana shall maintain adequate personal cleanliness, washing hands thoroughly and refraining from contact with any ill individuals
- ☐ Any and all cleaning compounds (sanitizing agents, solvents and other chemicals) are identified, held, stored and disposed of in accordance to local, state or federal laws, rules, regulations and ordinances
- ☐ All contact surfaces, utensils and equipment are cleaned and sanitized to protect against contamination
- ☐ All operations in the receiving, inspecting, transporting, segregating, preparing, manufacturing, packaging and storage of Retail Marijuana and Product is in accordance with adequate sanitation principles
- ☐ All cleaning products and chemicals must be stored and secured in a locked cabinet
- ☐ Marijuana product is only handled by licensed store employees/contractors through the use of sanitary gloves
- ☐ Customers are not allowed to handle marijuana product at any time
- ☐ Marijuana product is only handled via sanitary conditions and cross-contamination of any kind is avoided

Inventory Waste Tracking System

All inventories are identified and tracked from the point Retail Marijuana is propagated from seed or cutting to the point where it is delivered to a Retail Marijuana Establishment, as per Rule R309.

All related marijuana product post-harvest waste is identified, weighed and tracked in accordance with Rule R307, as is the proper disposal method required (unusable, unrecognizable and via secured waste receptacle).

All related liquid waste from the facility is disposed of in compliance with all applicable federal, state and local laws, regulations, rules and other requirements.

The disposal of all chemicals and cleaning products are conducted in a manner consistent with federal, state and local laws, regulations, rules and other requirements. Any liquid chemicals are diluted to the application rate (1:100 PPM), which is located on the specimen label, or MSDS.

metrc Tracking

All waste created from the plants will be tracked by strain/metrc tag with the following information:

Date	Time	Waste Description	Weight	Disposal Method	Employee Badge #

All waste will be rendered unusable and unrecognizable via mulching and mixing in at least 50% non-marijuana waste (paper, cardboard, cola). All designated and tracked waste will be disposed of in a secured and locked receptacle and final disposal will be made by a licensed waste facility, as per State and Local regulatory guidelines.

Safety Requirements

The following local safety inspections occur on a (annual/semi-annual) basis:

- ☐ Local Safety Inspections - facility permits, certificates, other related documentation

Protective Equipment and Systems

- ☐ List of safety glasses/goggles, hardhats, safety shoes or anything else provided
- ☐ Fire Safety - two 5lb ABC fire extinguishers
- ☐ Suppression systems
- ☐ Other

Safety Training

- ☐ Individual Roles and Responsibilities for all Staff Member
- ☐ Threats, Hazards and Protective Actions
- ☐ Notification, Warning and Communication Procedures
- ☐ Periodic updates and review of Safety Training

General First-Aid Guidelines

The facility follows the EPA guidelines for pesticides and chemicals: topical and chemical fact sheets:

- ☐ Swallowed Poison: if instructed by approved emergency personnel on the phone, try to induce vomiting.
- ☐ Poison in Eye: if poison splashes into an eye, hold the eyelid open and wash quickly and gently with clean, running water from the tap or a gentle stream from a hose for at least 15 minutes. Do not use eye drops or place chemicals or drugs in the wash water.
- ☐ Poison on Skin: If pesticide or chemicals splash on the skin, drench area with the water and remove contaminated clothing. Wash skin and hair thoroughly with soap and water.
- ☐ Inhaled Poison: Carry or drag victim to fresh air immediately. Immediately contact fire department.
- ☐ Other: Contact local health and/or safety officials as required.

Emergency and Evacuation Procedures

This facility utilizes the following Emergency Action Plan:

- ☐ Method for reporting fires and other emergencies, clear chain of command
- ☐ Evacuation Policy & Procedures
- ☐ Emergency Escape Procedures, Route Assignments and Assembly Location
- ☐ Contact List - name, titles, departments & phone numbers to contact
- ☐ Procedures for Employees: persons authorized for shut-down steps "evacuation warden"
- ☐ Off-site Storage: Accounting records, legal documents, employee contact list w/emergency contacts

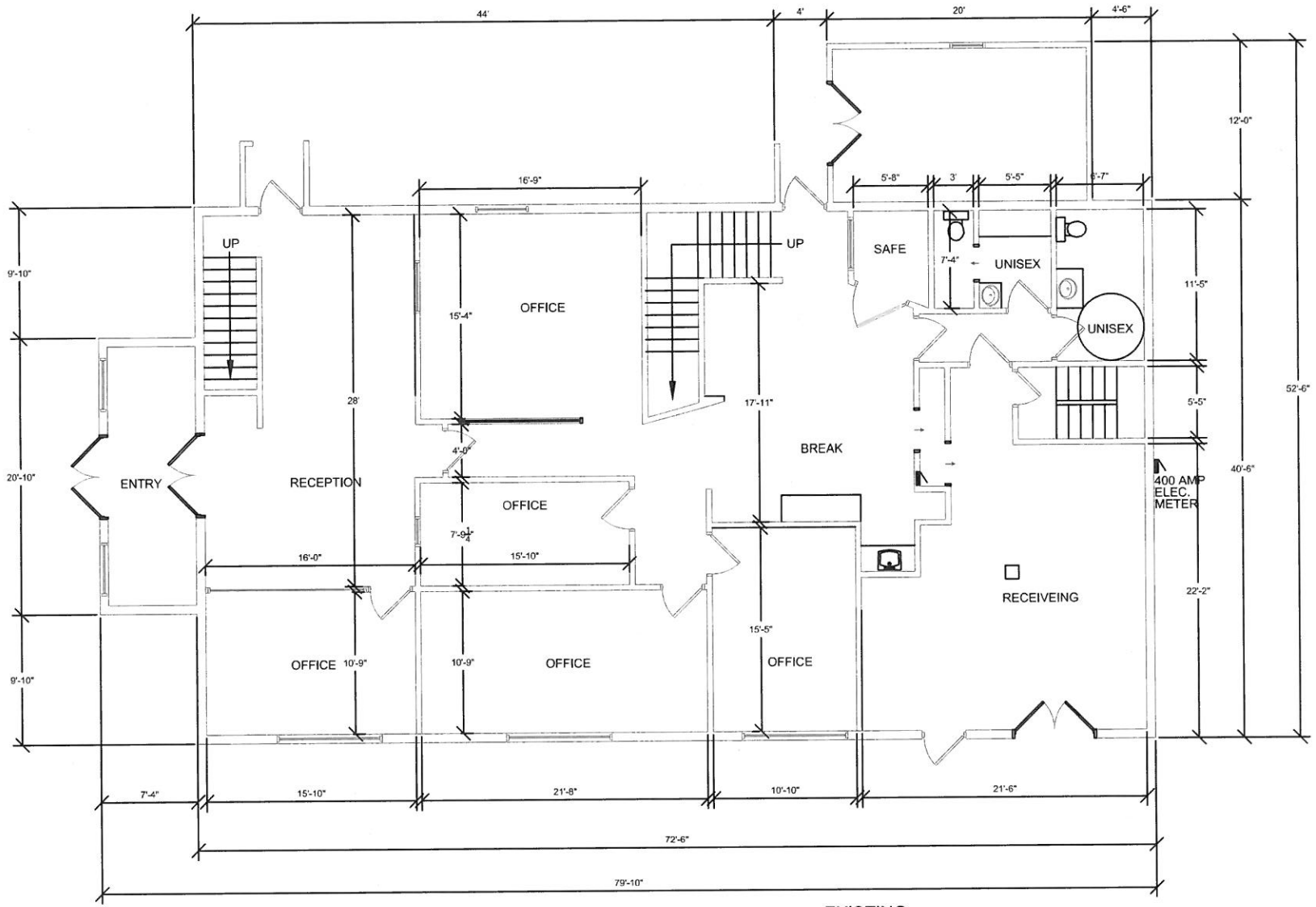
The facility will utilize an auxiliary power supply for alarming system(s) as required.

Evacuation Procedures

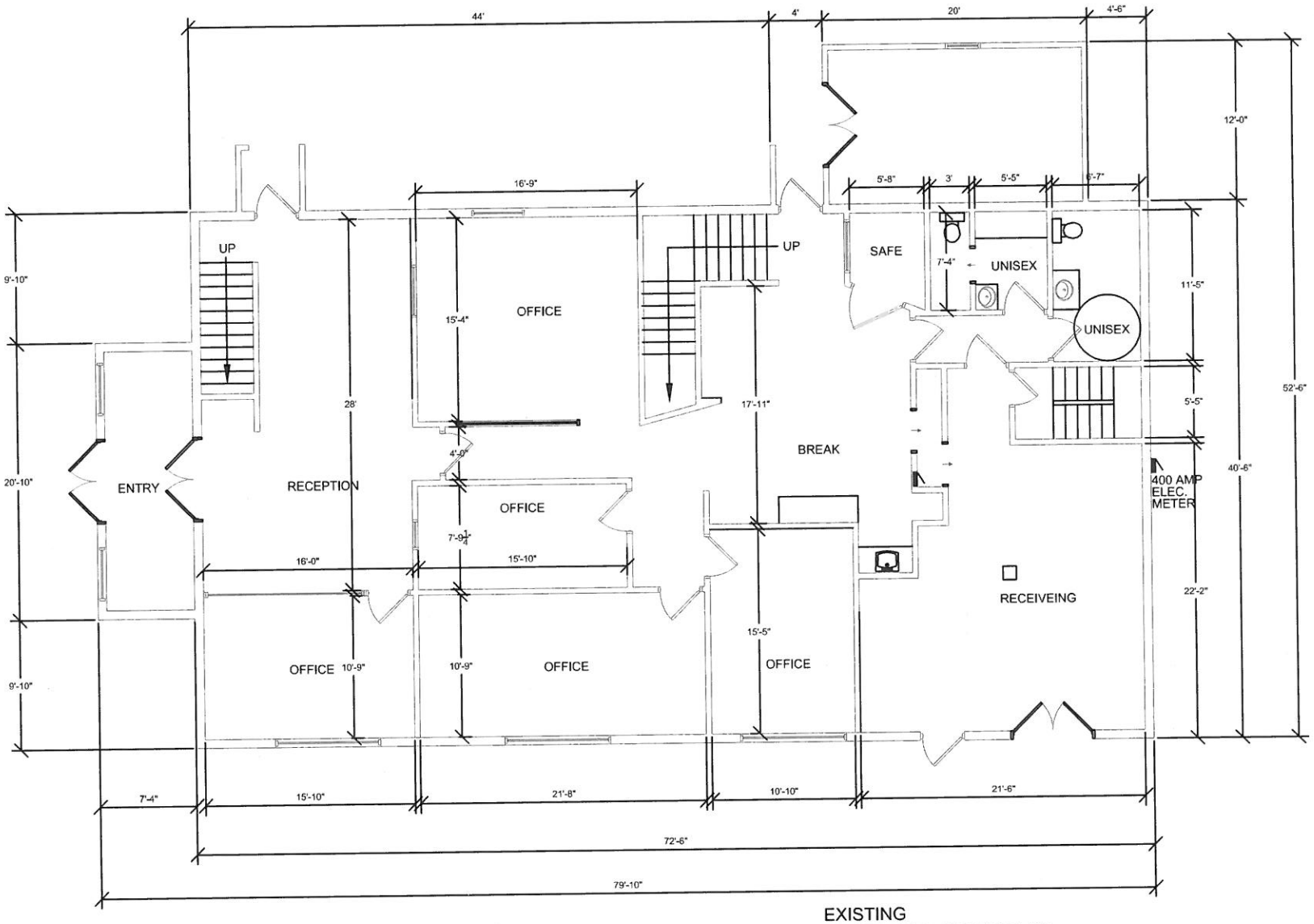
Evacuation Procedures and the Evacuation Plan (diagram) will be posted as per OSHA, EPA, State & Local requirements.

Material Change Tracking Log

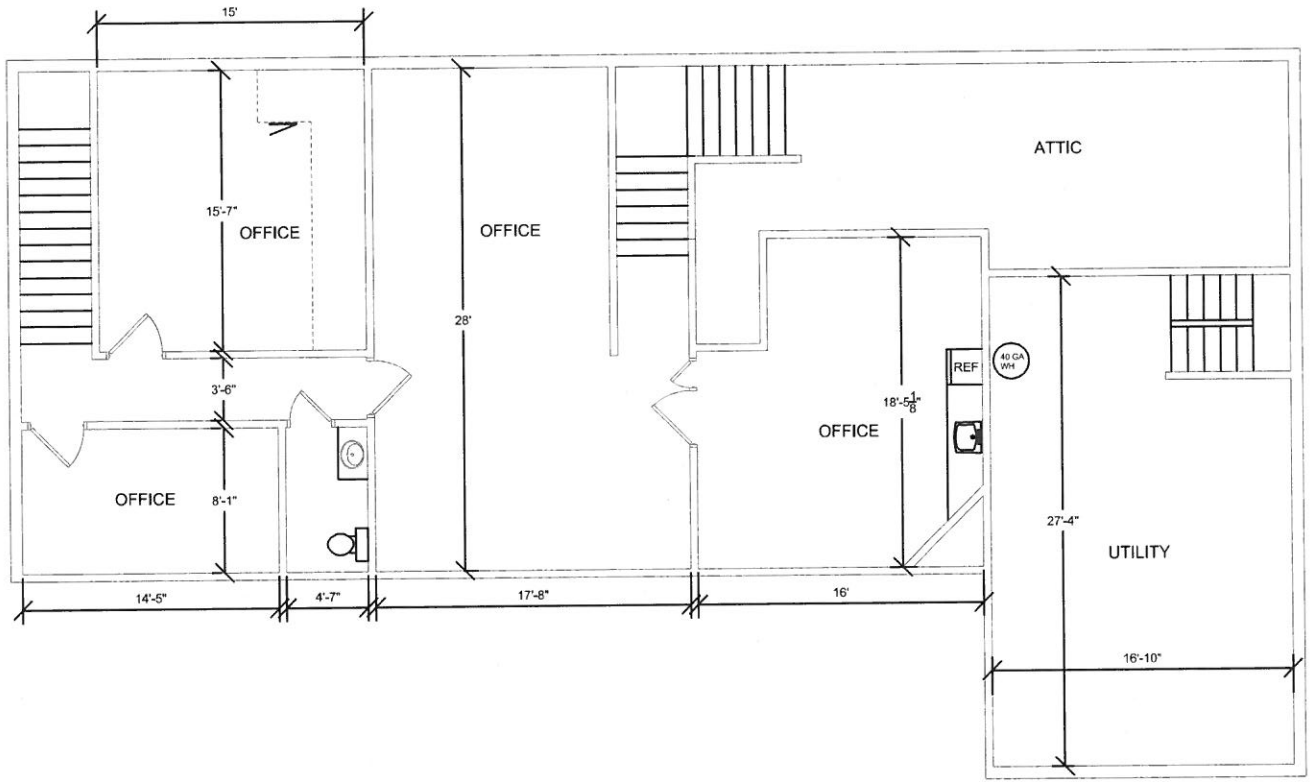
Req #	Change Description	Date Changed	Process Area	Approved By	Comments
001	SOP Template - Adherence Compliance	9/6/2015	ALL	Owner	Document creation
002	SOP Template Updates - all sections	9/10/2015	ALL	Owner	Template updates
003	SOP Template - All Sections	9/14/2015	ALL	Owner	Section Updates



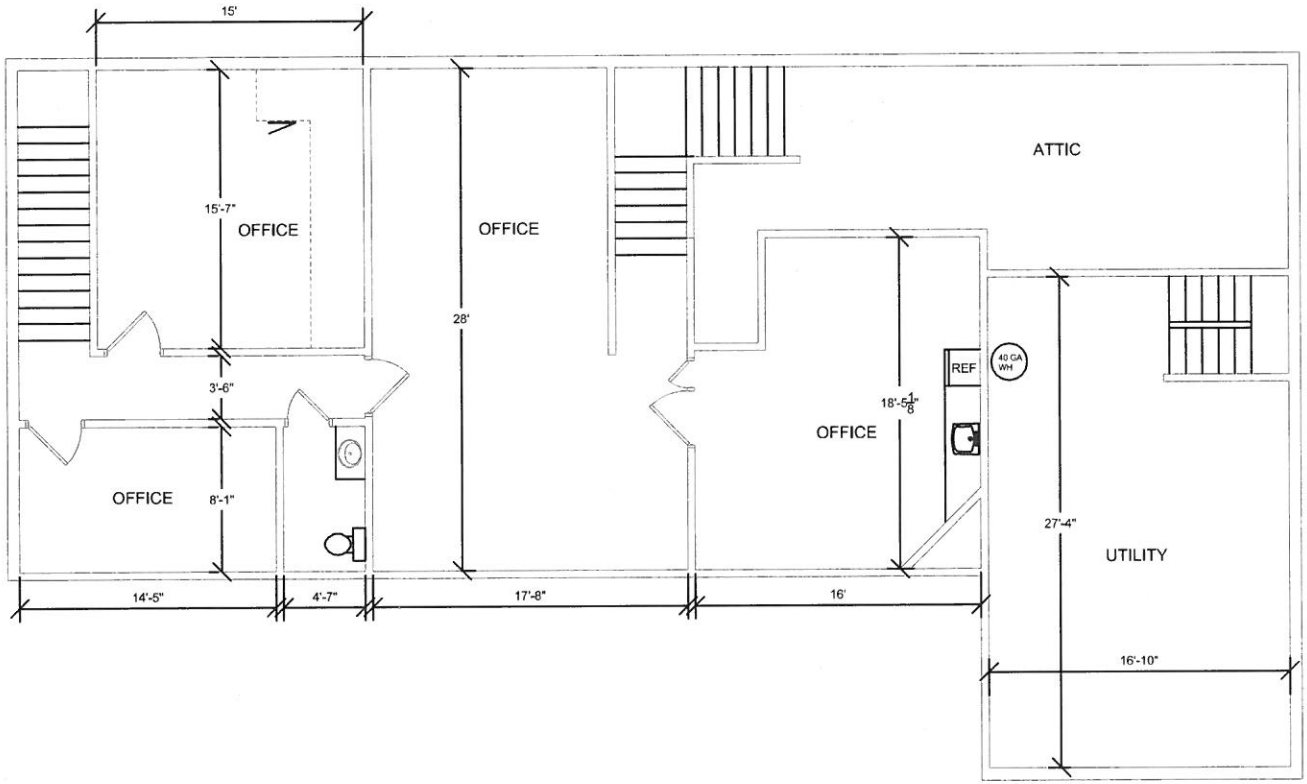
1 EXISTING
FIRST LEVEL FLOOR PLAN
3/32"=1'-0"



1 EXISTING
FIRST LEVEL FLOOR PLAN
3/32"=1'-0"



EXISTING
SECOND LEVEL FLOOR PLAN
1
3/32"=1'-0"



1 EXISTING SECOND LEVEL FLOOR PLAN
3/32"=1'-0"

COLORADO
Department of Revenue
Enforcement Division - Marijuana

Colorado Associated Key Marijuana License Application

Marijuana Enforcement Division

DR 8520 (09/10/14)

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 of¿cer 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 of¿ce to seek clari¿cation. If the available space is insuf¿cient, 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

DR 8520 (09/08/14)
COLORADO DEPARTMENT OF REVENUE
Marijuana Enforcement Division

Marijuana License Number (Leave Blank)

Associated Key License Application Form

Applicant's Last Name (Please Print)	First Name (Please Print)	Full Middle Name
Gerhard	MARK	Robert

Maiden/Married Names Used (Full Name) (Attach separate sheet if necessary)	Nicknames, Ailases, Etc. Used (Full Name) (Attach separate sheet if necessary)
N/A	N/A

Sex	Race	Date of Birth	Social Security Number	Other Social Security Numbers Used
☒ M ☐ F	Caucasian	09-21-1960	[redacted]	☐ Yes (If yes attach details) ☒ No

Place of Birth: City	State	Country	Drivers License Number and State+
Dayton	Ohio	USA	[redacted]

Physical Appearance ⇨	Height	Weight	Hair Color	Eye Color	Scars/Tattoos	If yes explain on a separate sheet
	6'	190	grey Brn	Grn	☒ Yes ☐ No	

U.S. Citizen	CO Resident	Date of Residency	*If "No", include details here: (Attach separate sheet if necessary)	Alien Registration Number
☒ Yes ☐ No	☒ Yes ☐ No	11-2011	N/A	N/A

Physical Address

Address	City	County	State	ZIP
3435 Grand Valley Canal Rd	Clifton	Mesa	Co	81520

Length of time at this Address: Year(s)	Month(s)	Home Phone Number	Cell Phone Number	Email Address
1	6	(N/A	(937) 602 2500	mGerzhard@volksmail.com

Mailing Address (if different from Physical Address)

Address	City	State	ZIP
N/A	N/A	N/A	N/A

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
425 Chalet Dr	Black Hawk CO 80422	12-1-2011	3-1-2014
10558 Clyo Rd	Dayton Ohio 45458	11-1-2001	12-1-2011
N/A	N/A	N/A	N/A

Name of licensed Marijuana business associated with	Work Phone Number	Job Title
Buds, Ltd.	(N/A	manager.

Name of present employer, if different from above	Work Phone Number	Occupation or Job Title
N/A	(N/A	N/A.

Do you currently possess a Colorado Marijuana license or are you an associated person in any other type of Colorado Marijuana license? ☐ Yes ☒ 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) ☐ Yes ☒ 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? ☐ Yes ☒ No

*If "Yes", explain here:

Applicant's Signature	Date
[signature]	Oct 6th 2015

Applicant's Last Name (Please Print)	First Name (Please Print)	Full Middle Name
Gerhard	MARK	Robert

NOTICE: The Associated Key License Application Form is an of¿cial 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 clari¿cation of any of the following questions, please contact the Investigations Section at any Marijuana Enforcement Division of¿ce.

1.	Have you ever been convicted of a felony at anytime regarding the possession, distribution, or use of a controlled substance?	☐ Yes ☒ 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?	☐ Yes ☒ 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?	☐ Yes ☒ No
4.	Are you a licensed Physician making patient recommendations?	☐ Yes ☒ No
5.	Have you had your authority to act as a primary caregiver revoked by the State Health Agency?	☐ Yes ☒ No
6	Are you under 21 years of age at the time of this application?	☐ Yes ☒ No
7.	Are you the spouse or child living in the household of any person employed by the Colorado Marijuana Enforcement Division?	☐ Yes ☒ No
8.	Are you an of¿cer, reserve police of¿cer, agent, or employee of any law enforcement agency of the State of Colorado?	☐ Yes ☒ 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
[signature]	Oct 6th 2015

Applicant's Last Name (Please Print)	First Name (Please Print)	Full Middle Name
Gerhard	MARK	Robert

Education

High School Name	Location			
Centerville High School	Centerville Ohio			
Major	**Dates Attended**		**Graduate**	**Degree Earned**
N/A	From 1974	To 1978	☒ Yes ☐ No	Diploma
College/Vo-Tech Name (Submit diploma copy)	**Location**			
Kettering College of Medical Arts	Kettering Ohio			
Major	**Dates Attended**		**Graduate**	**Degree Earned**
Respiratory Therapy	From 1991	To 1993	☒ Yes ☐ No	Associates Degree
Other College/School Name (Submit diploma copy)	**Location**			
N/A	N/A			
Major	**Dates Attended**		**Graduate**	**Degree Earned**
N/A	From N/A	To N/A	☐ Yes ☒ No N/A	N/A
Other College/School Name (Submit diploma copy)	**Location**			
N/A	N/A			
Major	**Dates Attended**		**Graduate**	**Degree Earned**
N/A	From N/A	To N/A	☐ Yes ☐ No N/A	N/A

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 traf¿c 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 ¿ne, 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 of¿cer 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 MG

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Gerhard	MARK	Robert

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 noti¿cation to the Division's of¿ce 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 traf¿c offenses
- Being issued a summons or citation for any offense except for minor traf¿c 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 inÀuence 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

1	Date of Offense	Place of Offense
	04-13-15	Grand Junction CO

Arresting Agency: Grand Junction City Police

Original Charge: Disorderly conduct

Disposition Narrative — Must also provide of¿cial documentation (except for minor traf¿c offense).

Deferred judgement

2	Date of Offense	Place of Offense
	09 23 2008	Kettering Ohio

Arresting Agency: Kettering Police Dept

Original Charge: Fail to control/weaving

Disposition Narrative — Must also provide of¿cial documentation (except for minor traf¿c offense).

Dismissed.

Signature	Date
[signature]	Oct 6th 2015

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Gerhard	MARK	Robert

DR 8520 (09/08/14)
COLORADO DEPARTMENT OF REVENUE
MEDICAL MARIJUANA ENFORCEMENT DIVISION

Arrest Disclosure Form

(Continued)

Please List Each Offense Separately

3	Date of Offense	Place of Offense
	09 23 2008	Kettering Ohio

Arresting Agency: Montgomery County Sheriffs

Original Charge: Operate a vehical under influence

Disposition Narrative — Must also provide of¿cial documentation (except for minor traf¿c offense).

Physical control - Guilty

4	Date of Offense	Place of Offense
	09 23 2008	Kettering Ohio

Arresting Agency: Montgomery County Sheriffs

Original Charge: OVi/Refusal

Disposition Narrative — Must also provide of¿cial documentation (except for minor traf¿c offense).

Dismissed/Not Guilty

Signature	Date
M. Gerhard	Oct 6th 2015

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Gerhard	MARK	Robert

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
West Run, Inc		CEO	Guide Corp.	N/A
	Address (include ZIP code)			Supervisor's Name
	3435 Grand Valley Canal Rd Clifton CO 81520			N/A
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
GJ VAMC (VA)	8 1 2009 - 8 1 2015	Therapist	patient care	Open Business
	Address (include ZIP code)			Supervisor's Name
	2121 North Ave Grand Junction CO 81501			Ray Beville
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
Kindred Hospitals	7-2006 - 7-2013	Therapist	patient care	move to CO
	Address (include ZIP code)			Supervisor's Name
	600 South Fourth St Louisville Ky 40202			N/A
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
LinCare	2004 - 2006	Therapist	patient care	Career Advancement
	Address (include ZIP code)			Supervisor's Name
	19397 US Hwy 19 N Clearwater Fl 33764			N/A
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
N/A				
	Address (include ZIP code)			Supervisor's Name
Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
N/A				
	Address (include ZIP code)			Supervisor's Name

Character References

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

	Last Name	First Name	Middle Name	Residence Phone
1	Fullen Kamp	Jim	Joseph	( ) N/A
Years Known	Address	City	State	ZIP
35	N/A	N/A	N/A	N/A
Employer				Business Phone
James Fullen Kamp Law Offices				(937) 228 5151
Address		City	State	ZIP
131 N. Ludlow St #1315		Dayton	OH	45402
2	Last Name	First Name	Middle Name	Residence Phone
	Hunter	Jeff	Allen	(513) 262 1472
Years Known	Address	City	State	ZIP
40	8648 Old Kellogg Rd	Cincinnati	OH	45255
Employer				Business Phone
Hunters Appraisal Service				(513) 262 1472
Address		City	State	ZIP
8648 old Kellogg Rd		Cincinnati	OH	45255
3	Last Name	First Name	Middle Name	Residence Phone
	Brodie	Heather	Dawn	(970) 640 4075
Years Known	Address	City	State	ZIP
6	3435 Grand Valley Canal Rd	Clifton	CO	81520
Employer				Business Phone
GJ VAMC (VA) Nurse				(970) 242 0731
Address		City	State	ZIP
2121 North Ave		Grand Junction	CO	81520

Applicant's Initials

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Gerland	MARK	Robert

Financial History

1. Are you delinquent in the ¿ling 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

☐ Liquor ☐ Real Estate Broker/Sales ☐ Accountant
☐ Lawyer ☐ Physician ☐ Insurance
☐ Racing ☐ Lottery ☐ Securities Dealer
☒ Other: Respiratory Therapist

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, of¿cer or director of a corporation, ever ¿led a bankruptcy petition, had such a petition ¿led against you or the business entity or the corporation; or had a receiver, ¿scal 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 bene¿t 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 ¿led or entered against you or a business entity of which you were a principal or against a corporation for which you were an owner, of¿cer 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 MG

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Gerhardt	MARK	Robert

Personal Financial

1. Annual Income

Salary (Source):	$ N/A
Salary (Source):	$ N/A
Interest (Source):	$ N/A
Interest (Source):	$ N/A
Dividends (Source):	$ N/A
Dividends (Source):	$ N/A
Other (Source): West Run, Inc / Mystic Mountain	$ 100K
Other (Source):	$ N/A
Total	$ 100K

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:	$ 50,000.00
3. Percentage of ownership this amount represents:	100 %

4. Investment will be derived from the following sources:

my Business west Run, Inc and mystic mountain checking and credit and my own personal savings and credit

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:

N/A

Applicant's Initials MG

Af¿davit - Restrictions on Public Bene¿ts

I, MARK Gerhard, swear or af¿rm under penalty of perjury under the laws of the State of Colorado that (check one):

- [X] 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 bene¿t. 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 bene¿t. I further acknowledge that making a false, ¿ctitious, or fraudulent statement or representation in this sworn af¿davit 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 bene¿t is fraudulently received.

Signature	Date
[signature]	Oct 6th 2015

Af¿rmation & Consent

I, MARK Gerhard, 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 suf¿cient 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 insuf¿cient 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
Gerhard	MARK	Robert

Signature	Date
Mark Gerhard	Oct 6th 2015

Investigation Authorization
Authorization to Release Information

I, MARK Gerhard, 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 con¿dentiality in this regard. I understand that by signing this authorization, a ¿nancial record check may be performed. I authorize any ¿nancial 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, ¿nancial statements and any other documents relating to my personal or business ¿nancial records in whatever form and wherever located. I understand that by signing this authorization, a ¿nancial record check of my tax ¿ling 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 "con¿dential" 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 ¿les, wherever located. I understand that the criminal history record ¿les contain records of arrests which may have resulted in a disposition other than a ¿nding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty ¿nding). 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 "con¿dential" 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 ¿nancial 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)	Legal First Name	Legal Middle Name
Gerhard	MARK	Robert

Signature (Must be signed in front of a witness)

Dated this _____ (day) day of _____ (month), 20_____ (year), at _____ (time)

City	State

Witness Signature

Applicant's Request to Release Information

TO: _____

FROM: (Applicant's Printed Name) MARK Gerhard

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 ¿rm, bank, savings and loan, or other ¿nancial institution or an of¿cer 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 bene¿t:
   (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 con¿rming 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 ¿led 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 quali¿cations 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 ¿nancial 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)	First Name	Middle Name
Gerhard	MARK	Robert

Signature (Must be signed in front of a witness)

Dated this _____ (day) day of _____ (month), 20_____ (year), at _____ (time)

City	State

Witness Signature

Spouse's Last Name (Please Print)	Spouse's First Name	Middle Name
N/A	N/A	N/A

Spouse's Signature (Must be signed in front of a witness)

N/A

Dated this _____ (day) day of _____ (month), 20_____ (year), at _____ (time)

N/A

City	State
N/A	N/A

Witness Signature

N/A

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 quali¿cations, 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 ¿nal 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 [signature] Date Oct 6th 2015

Municipal Court, City of Grand Junction, Colorado 250 N. 5th Street Grand Junction, CO 81501	
The City of Grand Junction by and on behalf of the People of the State of Colorado vs MARK ROBERT GERHARD, Defendant.	COPY
OFFICE OF THE CITY ATTORNEY DeLayne G. Merritt Staff Attorney, #40952 250 N. 5th Street Grand Junction, CO 81501 (970) 244-1508 (phone)	COURT USE ONLY Case No: MI 15-340

STIPULATION AND ORDER FOR DEFERRED JUDGMENT

The City of Grand Junction ("City"), through the undersigned attorney, and the Defendant, hereby enter into the following stipulation and agreement:

1. The City requests that with the Defendant's plea the court approve a deferred judgment in the above-captioned action for a period of SIX MONTHS, the deferral period to begin on the date this stipulation is approved by the Judge.

2. By signature below, the Defendant enters a plea of ☐ GUILTY ☑ NO CONTEST to the charge of DISORDERLY CONDUCT (ABUSIVE LANGUAGE/THREATS) a violation of the Grand Junction Code of Ordinances §9.04.040(a) that occurred on or about April 13, 2015.

3. As conditions of the deferred judgment Defendant shall:

   a. pay court costs of $25.00;

   b. pay a deferred judgment agreement fee of $25.00;

   c. pay $125.00 in fines;

   d. have restitution open for a period of ninety one days;

   e. have no criminal violations/convictions during the deferral period (including traffic criminal); and,

   f. complete all court orders are completed in a timely manner, per the deadlines established by this agreement and the Municipal Court Clerk.

4. During the period of deferral, the Defendant shall be on unsupervised probation. The parties further stipulate that if Defendant fails to complete the deferment period successfully and judgment enters, the conviction will be reported to the Department of Motor Vehicles and the Defendant's license may be suspended.

5. By signing below the Defendant acknowledges that Defendant has been made aware of Defendant's rights and that Defendant understands those rights, including but not limited to the right to remain silent, the right to have the prosecution prove every element of the charges against Defendant, the right to be represented by an attorney or appointment of counsel if indigent and a sentence to jail is possible, and the right to a speedy and public trial. The Defendant acknowledges that Defendant has been informed of and understands the charges against Defendant.

6. The Defendant waives Defendant's right to a trial and all other attendant rights. The Defendant waives the establishment of a factual basis for the charge(s). The Defendant acknowledges that any waiver made pursuant to this stipulation is voluntary and made with full knowledge of the possible consequences of such waiver.

7. If the Defendant is not convicted of any criminal violations (including traffic criminal) during the deferral period, and completes all other conditions of the deferred judgment in a timely manner (deadlines to be arranged with the Court's clerk), the Complaint herein will be dismissed.

8. If the Defendant is convicted of any criminal violations (including traffic criminal) during the deferral period or fails to perform the conditions set forth herein, judgment will automatically enter on the Defendant's plea to the charges herein and the Defendant will have no right of appeal.

9. Defendant has no prior criminal convictions. Defendant does not agree with the facts as presented but does not want this incident to affect his employment as a respiratory therapist and hopes that the parties can move forward in a positive direction. There is no request for a conflict/anger management class due to the lack of prior convictions. There is a history between the parties as Defendant is in a relationship with the former mother-in-law of the victim's significant other for whom has temporary custody of the minor children. At the request of the Defendant, the prosecution has discussed the factual circumstances surrounding this incident and the history with attorney Greg Mueller who has represented involved parties in the past.

10. Defendant must provide proof of change of address/contact information during the deferral period.

11. ~~Defendant~~ must attend court on the 15 day of October, 2015 at 10:00 ~~p.m.~~ a.m. for a status hearing regarding compliance with the agreement terms/conditions.

Signed 23 day of June, 2015.

Mark Robert Gerhard, Defendant

DeLayne G. Merritt, Staff Attorney

ORDER

THIS MATTER having come before the Court this 26 day of June, 2015, the Court being fully advised in the premises, ACCEPTS the Defendant's plea, finds the Defendant guilty, and HEREBY ORDERS that judgment shall be deferred for a period of SIX MONTHS with the conditions set forth in the foregoing stipulation.

Municipal Court Judge

The following matters shall be completed on or before the date indicated:

The fine, any surcharge, any costs of prosecution and court costs are due immediately. If the payment is not paid in full immediately and the Municipal Court Clerk sets monthly payments for the Defendant, then the payments shall be made to the court by the Defendant or on the Defendant's behalf in the amount of $_____ on or before the _____ day of each month. If a payment is not made on time, the Defendant is not in compliance with the Court's Order. If any payment is not paid on time by the date stated above, then interest accrues on the amount outstanding from the original date of this Court Order in the amount of 8 percent per annum. At any time the Defendant is unable to pay the monetary amount due, the Defendant must contact the Municipal Court Clerk or appear before the Court to explain why he or she is unable to pay the monetary amount; and if the Defendant has the ability to pay the monetary amount as directed above, but willfully fails to pay, the Defendant may be imprisoned for failure to comply with the Court's order.

YOU MAY BE ELIGIBLE TO SEAL CERTAIN RECORDS PURSUANT TO C.R.S. 24-72-308 AND C.R.S. 24-72-308.9. PLEASE CONSULT THE STATUTES OR LEGAL COUNSEL WITH RESPECT TO THESE MATTERS. CERTAIN LIMITATIONS AND TIME LIMITS APPLY.

Clerk's Initial's_____

CERTIFICATE OF MAILING

I hereby certify that on July 6, 2015. I mailed a copy of the foregoing to:

Mark R. Gerhard
3435 Grand Valley Canal Road
Clifton, CO 81520

CITY OF Grand Junction COLORADO

Municipal Court
250 N 5th Street
Grand Junction, CO 81501
970-244-1537

Date 7/10/15

Name Seibold, Mark

CASE NO. PARKING TICKET NO.	PAYMENT	BALANCE
MI 15 340		
TOTAL PAYMENT	175.00	0.00

STAFF: JC CASH / CHECK / CREDIT CARD

NOTES:

New Lookup

VIEW ALL CASE BALANCES

Name:	GERHARD, MARK R	**Case:**	08TRC11764
Address:	10558 CLYO RD	**File Date:**	09/23/2008
City, State Zip:	CENTERVILLE, OH 45458	**Incident:**	08 48780
DOB:	08/21/1960	**Status:**	CASE FINISHED
Insurance:	Y	**Next Date:**	03/03/2009
License Plate:	EZ89RV	**Next Time:**	

Violation Case:	08TRC11764-C	**Penalty:**	WAIVER MM
Section Code:	432.38 - FAIL TO CONTROL / WEAVING	**Points:**	
Ticket Number:	431800	**License Suspended:**	
Violation Date:	09/20/2008	**Jail:**	
Local Agency:	KETTERING POLICE DEPARTMENT	**Jail Term:**	
Arresting Agency:	KETTERING POLICE DEPARTMENT	**Jail Credits:**	
Other Violations:	0	**Work Release:**	
Priors:	7	**EMH Jail Days:**	
Attorney:	FULLENKAMP, JAMES J.	**Probation Time:**	
Judge:	THOMAS M. HANNA	**Probation Term:**	
Prosecutor:	LONG, JAMES F	**Probation Conditions:**	
Date Heard:	01/27/2009	**Fines Due:**	
Original Charge:		**Fines Suspended:**	
Orignal Plea:	NG - NOT GUILTY	**State Cost:**	$0.00
Final Plea:		**Local Cost:**	
Finding:	DROP - DISMISSED - REQ OF PROSECUTOR	**Other:**	$0.00
Sentencing Conditions:		**Fees:**	
		Credits:	
		Total Due:	$0.00

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www.civicacmi.com

New Lookup

VIEW ALL CASE BALANCES

Name:	GERHARD, MARK R
Address:	10558 CLYO RD
City, State Zip:	CENTERVILLE, OH 45458
DOB:	08/21/1960
Insurance:	Y
License Plate:	EZ89RV

Case:	08TRC11764
File Date:	09/23/2008
Incident:	08 48780
Status:	CASE FINISHED
Next Date:	03/03/2009
Next Time:	

Violation Case:	08TRC11764-A
Section Code:	4511.194 - PHYSICAL CONTROL
Ticket Number:	431800
Violation Date:	09/20/2008
Local Agency:	MONTGOMERY COUNTY SHERIFF
Arresting Agency:	KETTERING POLICE DEPARTMENT
Other Violations:	0
Priors:	7
Attorney:	FULLENKAMP, JAMES J.
Judge:	THOMAS M. HANNA
Prosecutor:	LONG, JAMES F
Date Heard:	01/27/2009
Original Charge:	4511.19A1A-2ND - OVI - OPERATE VEH U/ INFLUENCE 2ND
Orignal Plea:	NGGR - NG - COP TO G - REDUCED CHARGE
Final Plea:	
Finding:	GRC - GUILTY OF REDUCED CHARGE
Sentencing Conditions:	NO FURTHER VIOLATIONS OF LAW, ALS REMAINS IN EFFECT, NO ALCOHOL AND DRIVE, ATTEND & COMPLETE WIP, FOLLOW ALL RECOMMENDATIONS, DRIVING PRIVILEGES CONTINUE UNDER ALS

Penalty:	BOND M1
Points:	0
License Suspended:	
Jail:	2 DAY WIP
Jail Term:	180/178 Susp/2 Credit
Jail Credits:	2
Work Release:	
EMH Jail Days:	
Probation Time:	730
Probation Term:	01/27/2011
Probation Conditions:	
Fines Due:	$1000.00
Fines Suspended:	$700.00
State Cost:	$24.00
Local Cost:	$51.00
Other:	$0.00
Fees:	$71.00
Credits:	
Total Due:	$446.00

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New Lookup

VIEW ALL CASE BALANCES

Name:	GERHARD, MARK R	**Case:**	08TRC11764
Address:	10558 CLYO RD	**File Date:**	09/23/2008
City, State Zip:	CENTERVILLE, OH 45458	**Incident:**	08 48780
DOB:	08/21/1960	**Status:**	CASE FINISHED
Insurance:	Y	**Next Date:**	03/03/2009
License Plate:	EZ89RV	**Next Time:**	

Violation Case:	08TRC11764-B	**Penalty:**	BOND M1
Section Code:	4511.19A2 - OVI / REFUSAL 20 YEARS	**Points:**	
Ticket Number:	431800	**License Suspended:**	
Violation Date:	09/20/2008	**Jail:**	
Local Agency:	MONTGOMERY COUNTY SHERIFF	**Jail Term:**	
Arresting Agency:	KETTERING POLICE DEPARTMENT	**Jail Credits:**	
Other Violations:	0	**Work Release:**	
Priors:	7	**EMH Jail Days:**	
Attorney:	FULLENKAMP, JAMES J.	**Probation Time:**	
Judge:	THOMAS M. HANNA	**Probation Term:**	
Prosecutor:	LONG, JAMES F	**Probation Conditions:**	
Date Heard:	01/27/2009	**Fines Due:**	
Original Charge:		**Fines Suspended:**	
Orignal Plea:	NG - NOT GUILTY	**State Cost:**	$0.00
Final Plea:		**Local Cost:**	$51.00
Finding:	ADMN - ADMINISTRATIVE DISMISSED FEE	**Other:**	$0.00
Sentencing Conditions:		**Fees:**	
		Credits:	
		Total Due:	$51.00

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5.0.28
Creative Microsystems Inc.
www.civicacmi.com

Left fore arm scane inside 6" long

Right shoulder tatoo flying skull with wings

Dora
Department of Regulatory Agencies
Barbara J. Kelley
Executive Director

Lookup Detail View

Licensee Information

This serves as primary source verification of the license.*

**Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.*

Name	Public Address
Mark Robert Gerhard	Dayton, OH 45458

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
RTL.0003209	Endorsement	Respiratory Therapist	Active	08/20/2008	09/01/2014	08/31/2016

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

Generated on: 7/27/2015 12:00:07 PM

UNITED STATES BANKRUPTCY COURT

Southern District of Ohio - At Dayton
The Old Post Office
120 West Third St.
Dayton, OH 45402

In RE:
Mark R Gerhard

Case No: 01 - 38938

SSN/TAX ID:
[redacted]

Chapter: 7

Debtor(s)

Order Approving Trustee's Report of No Assets and Closing Estate

At Dayton, Ohio in said District on April 15, 2002.

This matter being before the Court upon the annexed report of no assets by the Trustee, and all the proceedings heretofore. It appearing that the Trustee has filed his report of no assets and performed all other and further duties required of him in the administration of said estate, and no adverse interests being represented:

IT IS ORDERED that the estate be and it hereby is CLOSED upon expiration of the last date for filing complaints on objection to discharge or dischargeability of certain debts; that the Trustee be discharged and relieved of his trust; and that the bond of said Trustee be cancelled and the surety or sureties thereon released from further liability thereunder, except any liability which may have accrued during the time such bond was in effect.

Dated: April 15, 2002

Thomas F. Waldron
United States Bankruptcy Judge

12-1

COLORADO
Department of Revenue
Enforcement Division - Marijuana

Marijuana Business Financial Declaration Form

Marijuana Enforcement Division

DR 8541 (09/08/14)

DR 8541 (09/08/14)
COLORADO DEPARTMENT OF REVENUE
Medical Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver CO 80203

Financial Declaration Form

Instructions: Fill out this form completely and accurately and include all documentation needed to establish where funding sources originated. The Marijuana Enforcement Division must identify all funding for marijuana businesses and prove those monies come from legitimate sources. Marijuana Enforcement Division staff MAY require additional information in order to complete the processing of this declaration form and license the relevant marijuana business. It is important that these requests are accommodated in a timely manner.

Last Name (Please Print)	First Name (Please Print)	Full Middle Name
Gerhard	MARK	Robert

Maiden/Married Names Used (Full Name) (Attach separate sheet if necessary)	Nicknames, Ailases, Etc. Used (Full Name) (Attach separate sheet if necessary)
N/A	N/A

Sex	Race	Date of Birth	Social Security Number	Other Social Security Numbers Used
☒ M ☐ F	Caucasian	05/21/1966	[redacted]	☐ Yes ☒ No If yes attach details.

Place of Birth: City	State	Country	Drivers License Number and State+
Dayton	Ohio	USA	[redacted]

Physical Appearance ⇨	Height	Weight	Hair Color	Eye Color	Scars/Tattoos	If yes explain on a separate sheet
	6'	190	grey BRN	GRN	☒ Yes ☐ No	

Physical Address

Address	City	County	State	ZIP
3435 Grand Valley Canal	Clifton	Mesa	CO	81520

Home Phone Number	Cell Phone Number	Email Address
(N/A	(937) 602-2500	WestRunInc@gmail.com

Mailing Address (if different from Physical Address)

Address	City	State	ZIP
N/A	N/A	N/A	N/A

Name of licensed Marijuana business in which you have an interest	Work Phone Number	Job Title
Buds, Ltd.	(920 409-2707	Manager

Name of present employer, if different from above	Work Phone Number	Occupation or Job Title
N/A	(N/A	N/A

Applicant's Signature	Date
[signature]	Oct 6th 2015

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 non-drug or non-narcotic related crime or offense in any manner in this or any other country? • 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.	☐ Yes ☒ No
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.

Last Name (Please Print)	First Name	Full Middle Name
Gerhard	MARK	Robert

Financial

Please submit all executed agreements or including loan paperwork or promissory notes related to the Colorado marijuana business with which you have a financial interest.

1. Amount to be invested or loaned in business:	$ 50,000.00
2. Percentage of ownership this amount represents:	100 %

3. Investment or loan proceeds will be derived from the following sources:

personal checking and savings and credit
Business checking + credit

4. Does the amount invested/loaned to the marijuana business equate to direct or indirect ownership interest in that company, either now or in the future? ☒ Yes ☐ No

If YES, explain:

my Business West Run and mystic mountain and my personal savings and credit and funding The new venture and own The New Company Buds, LLC.

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:

N/A.

Applicant's Initials

Investigation Authorization
Authorization to Release Information

I, MARK Gerhard, 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)	Legal First Name	Legal Middle Name
Gerhard	MARK	Robert

Signature (Must be signed in front of one witness)

Dated this _____ (day) day of _____ (month), 20_____ (year), at _____ (time)

City	State

Witness Signature

Veri¿cation of Fingerprints

This form is to be completed by the law enforcement agency that takes your fingerprints.

The enclosed fingerprint card contains the prints of:

Last Name (Please Print)	First Name	Full Middle Name
Gerhard	MARK	Robert

Taken by me:

Last Name of Person Taking Fingerprints (Please Print)	First Name	Middle Name
Title	ORI #	
Signature		Date

DR 8519 (09/19/13)
COLORADO DEPARTMENT OF REVENUE
MARIJUANA ENFORCEMENT DIVISION
455 Sherman Street, Suite 390
Denver, Co 80203

Colorado Retail Marijuana License Bond

Name of Bonding Company _____

Bond Number _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, Street Address _____, City _____, County of _____, State of Colorado, as **Principal**, and _____, 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 _____ day of _____, 20___.

For the Principal: _____ For the Surety: _____

ACKNOWLEDGMENT OF SURETY

STATE OF COLORADO

COUNTY OF _____] SS.

On this _____ day of _____, 20___, before me, a notary public in and for the above State, personally appeared _____, 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 _____, 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.

(S E A L)

_____
Notary Public, State of Colorado

My commission expires: _____

MED INVESTIGATOR – FAX TO: 303-446-1911

Form **8821**
(Rev. March 2015)
Department of the Treasury
Internal Revenue Service

Tax Information Authorization

▶ Information about Form 8821 and its instructions is at *www.irs.gov/form8821.*
▶ Do not sign this form unless all applicable lines have been completed.
▶ Do not use Form 8821 to request copies of your tax returns or to authorize someone to represent you.

OMB No. 1545-1165
For IRS Use Only
Received by:
Name
Telephone
Function
Date

1 Taxpayer information. Taxpayer must sign and date this form on line 7.

Taxpayer name and address	Taxpayer identification number(s)	
MARK Gerhard 425 Chalet dr. Black Hawk CO 80422	[redacted]	
	Daytime telephone number: [redacted]	Plan number (if applicable): N/A

2 Appointee. If you wish to name more than one appointee, attach a list to this form. **Check here if a list of additional appointees is attached ▶** ☐

Name and address	
Colorado Department of Revenue Marijuana Enforcement Division 455 Sherman Street, Suite 390 Denver, CO 80203	CAF No. PTIN Telephone No. 303-205-8421 Fax No. 303-205-2399 Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

3 Tax Information. Appointee is authorized to inspect and/or receive confidential tax information for the type of tax, forms, periods, and specific matters you list below. See the line 3 instructions.

(a) Type of Tax Information (Income, Employment, Payroll, Excise, Estate, Gift, Civil Penalty, Sec. 4980H Payments, etc.)	(b) Tax Form Number (1040, 941, 720, etc.)	(c) Year(s) or Period(s)	(d) Specific Tax Matters
Employment, Excise	940, 941, 943, 944, 945, 720	2011-2015	Not Applicable
Corporate, S-Corp, Partnership	1041, 1065, 1120, 1120S	2011-2015	Not Applicable
Civil Penalty, Individual Income	1040, 1040A, 1040EZ	2011-2015	Not Applicable

4 Specific use not recorded on Centralized Authorization File (CAF). If the tax information authorization is for a specific use not recorded on CAF, check this box. See the instructions. If you check this box, skip lines 5 and 6 . . . . . ▶ ☑

5 Disclosure of tax information (you **must** check a box on line 5a or 5b unless the box on line 4 is checked):

a If you want copies of tax information, notices, and other written communications sent to the appointee on an ongoing basis, check this box . . . . . ▶ ☐

Note. Appointees will no longer receive forms, publications, and other related materials with the notices.

b If you do not want any copies of notices or communications sent to your appointee, check this box . . . . . ▶ ☑

6 Retention/revocation of prior tax information authorizations. If the line 4 box is checked, skip this line. If the line 4 box is not checked, the IRS will automatically revoke all prior Tax Information Authorizations on file unless you check the line 6 box and attach a copy of the Tax Information Authorization(s) that you want to retain. . . . . ▶ ☐

To revoke a prior tax information authorization(s) without submitting a new authorization, see the line 6 instructions.

7 Signature of taxpayer. If signed by a corporate officer, partner, guardian, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute this form with respect to the tax matters and tax periods shown on line 3 above.

▶ IF NOT COMPLETE, SIGNED, AND DATED, THIS TAX INFORMATION AUTHORIZATION WILL BE RETURNED.

▶ DO NOT SIGN THIS FORM IF IT IS BLANK OR INCOMPLETE.

Signature	Date
[signature]	Oct 6th 2015
Print Name: MARK Gerhard	Title (if applicable): N/A

For Privacy Act and Paperwork Reduction Act Notice, see instructions. Cat. No. 11596P Form **8821** (Rev. 3-2015)

For this Record...
Filing history and documents
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	West Run, Inc.		
Status	Good Standing	**Formation date**	07/01/2014
ID number	20141361270	**Form**	Corporation
Periodic report month	July	**Jurisdiction**	Colorado
		Term of duration	Perpetual
Principal office street address	3435 Grand Valley Canal Rd, Clifton, CO 81520, United States		
Principal office mailing address	n/a		

Registered Agent	
Name	West Run, Inc.
Street address	3435 Grand Valley Canal Rd, Clifton, CO 81520, United States
Mailing address	n/a

Filing history and documents

Get a certificate of good standing

File a form

Set up secure business filing

Subscribe to email notification

Unsubscribe from email notification

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Terms and Conditions

For this Record...
Filing history and documents
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	Mystic Mountain, LLC		
Status	Good Standing	Formation date	08/01/2015
ID number	20151466005	Form	Limited Liability Company
Periodic report month	August	Jurisdiction	Colorado
		Term of duration	Perpetual
Principal office street address	3435 Grand Valley Canal rd, Clifton, CO 81520, United States		
Principal office mailing address	n/a		

Registered Agent	
Name	West Run, Inc.
Street address	3435 Grand Valley Canal rd, Clifton, CO 81520, United States
Mailing address	n/a

Filing history and documents

Get a certificate of good standing

File a form

Set up secure business filing

Subscribe to email notification

Unsubscribe from email notification

Back

Terms and Conditions

Website went live may 6th as well as ads in free press.

COLORADO
Department of Revenue
Enforcement Division - Marijuana

Colorado Business Retail Marijuana License Application

Marijuana Enforcement Division

DR 8548 (12/04/14)

Colorado Marijuana Enforcement Division

Retail Business License Application Instructions

APPLICATION CHECKLIST

☐ 1 **Application Fully Completed**

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

☐ 2 **All Forms Signed & Attached**

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

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

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

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

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

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

☐ 4 **Application and License Fees**

See fee table on website: *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.

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

☐ 5 **Bring in Application (BY APPOINTMENT ONLY)**

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

DR 8548 (12/04/14)
COLORADO DEPARTMENT OF REVENUE
Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver CO 80203

Colorado Marijuana Licensing Authority

Retail Business License Application

License Types & Fees (See Application Checklist for details on license types and fees.)

- ☐ Retail Marijuana Store
- ☐ Retail Marijuana Cultivation
  - ☐ Tier 1 = 3600 or fewer plants
  - ☐ Tier 2 = 3601 – 6000 plants
  - ☐ Tier 3 = 6001–10200 plants
- ☐ Retail Marijuana Test Facility
- ☐ Retail Marijuana Products Manufacturer
- ☐ Conversion
- ☐ Retail/Medical Marijuana Combined Use
- ☐ Affiliated Business

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

Physical Address

Street Address of Marijuana Business	City	State	ZIP
104 Carolina Way	Parachute	CO	81635

Business Phone Number	Business Fax Number	Email Address
N/A	N/A	Contact@BudsLtd.com

Mailing Address (if different from Business Address)

Address	City	State	ZIP
2536 Rimrock Ave suite 400-330	Grand Junction	CO	81505

Primary Contact Person for Business	Title	Primary Contact Phone Number
MARK Gerhard	Manager	970 409 2707

Primary Contact Address (city, state ZIP)	Primary Contact Fax Number
3435 Grand Valley Canal Rd Clifton Co 81520	N/A

Federal Taxpayer ID	Colorado Sales Tax License #	Email Address
47-4873113	30405129	manager@BudsLtd.com

Type of Business Structure

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☒ Limited Liability Company
- ☐ C Corporation
- ☐ S Corporation
- ☐ Publicly Traded Corporation
- ☐ Trust
- ☐ Other _____

State of Incorporation or Creation of Business Entity	Date
CO	

Date of Qualification to Conduct Business in colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office)
8-24-2015

If a Corporation, List all States Where the Corporation is Authorized to Conduct Business
N/A

List all Trade Names used by the Business Entity (other than above)
N/A

Attach copies of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such.

If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.

Ownership Structure

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

Name	Title	SSN/FEIN	DOB	App submitted?
MARK Gerhardt	Manager	[redacted]	8 2 1 60	☒ Yes ☐ No

Address	City	State	ZIP	Phone Number
3435 Grand Valley Canal rd	Clifton	CO	81520	937 602 2500

Business Associated with (Parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant
Buds, Ltd.	100	100

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

Address	City	State	ZIP	Phone Number
N/A				

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

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

Address	City	State	ZIP	Phone Number
N/A				

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

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

Address	City	State	ZIP	Phone Number
N/A				

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

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

Address	City	State	ZIP	Phone Number
N/A				

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

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

Address	City	State	ZIP	Phone Number
N/A				

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

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

Address	City	State	ZIP	Phone Number
N/A				

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

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

Address	City	State	ZIP	Phone Number
N/A				

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

Are there any outstanding options and warrants?

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

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

☐ Yes ☒ No *If YES, attach list of persons

	Yes	No
1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	☐	☒
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);		
(a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)?	☐	☒
(b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked?	☐	☒
(c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?	☐	☒
If you answered yes to 2a, b or c, explain in detail on a separate sheet.		
3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	☐	☒

4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc.

☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____

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

Landlord	Tenant	Expires
West Run, Inc	Buds, Ltd.	12-31-2016

Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)

5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.

Name	Date of Birth	FEIN OR SSN	Interest
N/A			
N/A			
N/A			
N/A			

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

Local Licensing Authority (To be ¿lled out by Applicant)

Local Licensing Authority/Department	Address
Town manager	P.O. Box 100 222 Grand Valley Way

Local Licensing Authority contact name	Contact Phone	Contact Email
Stuart McArthur	970 285 7630 x106	stuartmc@parachutecolorado.com

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

What City or County? (Fill out a separate and complete application)
Parachute

	Yes	No
7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of $5,000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?	☒	☐

Printed Legal Business Name	Printed/Trade Name (DBA)
Buds, Ltd.	N/A

Printed Legal Business Name	Printed Trade Name (DBA)
Buds, Ltd.	N/A

1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	☐ Yes ☒ No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	☐ Yes ☒ No

Financial History

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

Person who maintains Applicant's business records MARK Gerhard	Title Manager
Address 3435 Grand Valley Canal Rd, Clifton CO 81520	Phone Number 970-409-2707
Person who prepares Applicant's tax returns, government forms & reports Penny Cooper	Title Owner
Address 2536 Rimrock Ave Suite 400-350 Grand Junction CO 81505	Phone Number 970 644 5626
Location of financial books and records for Applicant's business 3435 Grand Valley Canal Rd. Clifton CO 81520	

Af¿rmation & Consent

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

Print Full Legal Agent Name clearly below:

Applicant's Business Name	Trade Name (DBA)	
Buds, Ltd	N/A	
Legal Agent Last Name (Please Print)	**Legal Agent First Name**	**Legal Agent Middle Name**
Gerhand	MARK	Robert
Signature		**Date**
MGerhand		Oct 6th 2015

Investigation Authorization
Authorization to Release Information

I, MARK Gerhard, 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	Trade Name (DBA)	
Buds, Ltd.	N/A	
Legal Agent Last Name (Please Print)	**Legal Agent First Name**	**Legal Agent Middle Name**
Gerhard	MARK	Robert
Legal Agent Title	**Signature (Must be signed in front of one witness)**	
manager		
Date (MM/DD/YY)	**City**	**State**
Witness 1 Signature		

Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name) MARK Gerhard

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but no limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
   (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
   (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:
   (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Print Full Legal Name of Authorized Agent clearly below:

Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name
Gerhard	MARK	Robert
Legal Agent Title	**Signature (Must be signed in front of one witness)**	
Manager		
Date (MM/DD/YY)	**City**	**State**
Witness 1 Signature		
Signature of Marijuana Enforcement Division agent presenting this request		**Date**

Colorado National Bank

600 West 8th St

Palisade, CO 81526

970-464-5701

[redacted]

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,

Buds, Ltd.

is a **Limited Liability Company** formed or registered on 08/24/2015 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 20151547407.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/21/2015 that have been posted, and by documents delivered to this office electronically through 08/24/2015 @ 16:55:16.

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 08/24/2015 @ 16:55:16 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9286433.

Secretary of State of the State of Colorado

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

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

CERT_GS_D Revised 08/20/2008

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

E-Filed

Colorado Secretary of State
Date and Time: 08/24/2015 04:50 PM
ID Number: 20151547407

Document number: 20151547407
Amount Paid: $50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

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

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

Buds, 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

2536 Rimrock Ave.
(Street number and name)
Suite 400-380
Grand Junction | CO | 81505
(City) | *(State)* | *(ZIP/Postal Code)*
(Province – if applicable) | United States *(Country)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)
(City) | *(State)* | *(ZIP/Postal Code)*
(Province – if applicable) | *(Country)*

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

Name
(if an individual)

Cooper | Janis | | |
(Last) | *(First)* | *(Middle)* | *(Suffix)*

or

(if an entity)

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

Street address

2536 Rimrock Ave.
(Street number and name)
Suite 400-380
Grand Junction | CO | 81505
(City) | *(State)* | *(ZIP Code)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

_____ CO _____.
(City) (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) Cooper Janis
(Last) (First) (Middle) (Suffix)

or

(if an entity) _____

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

Mailing address 2536 Rimrock Ave.
(Street number and name or Post Office Box information)
Suite 400-380
Grand Junction CO 81505
(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

Cooper	Janis		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

2536 Rimrock Ave
(Street number and name or Post Office Box information)

Suite 400-380

Grand Junction	CO	81505
(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.)

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

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

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-24-2015

Employer Identification Number: [redacted]

Form: SS-4

Number of this notice: CP 575 G

BUDS LTD
MARK GERHARD SOLE MBR
2536 RIMROCK AVE STE 400-380
GRAND JCT, CO 81505

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-4873155. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is BUDS. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575G 08-24-2015 BUDS O 9999999999 SS-4

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 08-24-2015
EMPLOYER IDENTIFICATION NUMBER: 47-4873155
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

BUDS LTD
MARK GERHARD SOLE MBR
2536 RIMROCK AVE STE 400-380
GRAND JCT, CO 81505

Instructions: Please print this document for your records.

COLORADO BUSINESS EXPRESS

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows:

Date: 08/24/2015 17:15

Name: Buds, Ltd.

Address: 2536 Rimrock Ave
Grand Junction, CO 81505-8667

Sales Tax Account Number: 30405129

Sales Tax Filing Frequency: Wholesale only (Annual)

Wage Withholding Account Number: N/A

Wage Withholding Filing Frequency: N/A

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

Colorado Business Express PDF Receipt

Buds, Ltd.
OPERATING AGREEMENT

THIS Operating Agreement (this "Agreement") is entered into as of the 24th day of August, 2015, by and between Buds, Ltd., a Colorado limited liability company ("Buds"), and **Mark Gerhard**, an individual ("Gerhard") the sole Member of Buds, Ltd., a Colorado limited liability company (the "Company"). The parties are sometimes also referred to herein collectively as the "Members" and individually as a "Member".

ARTICLE I
FORMATION OF THE LIMITED LIABILITY COMPANY

1.1 Formation. The Company was formed on 08/24, 2015 by filing the required Articles of Organization pursuant to the Colorado Limited Liability Company Act (the "LLC Act") with the Colorado Secretary of State. If there is a conflict between the provisions of this Agreement and the LLC Act, this Agreement shall control, except to the extent any provisions of this Agreement are expressly prohibited or ineffective under the LLC Act or other applicable law. If there is a conflict between this Agreement and the Articles of Organization, the provisions of the Articles of Organization shall control.

1.2 Business. The business of the Company shall be (a) to own and develop a Retail Marijuana Establishment business at 104 Cardinal Way a facility located at Parachute Co 81635, County of Garfield, State of Colorado and (b) to do all other acts now or hereafter permitted by law. The Company is authorized to conduct business both within the State of Colorado.

1.3 Principal Place of Business. The principal place of business of the Company shall be located at 104 Cardinal Way, Parachute, Colorado 81635 or at such other place or places as the Managers may from time to time determine.

ARTICLE II
DEFINITIONS

The following terms shall have the following meanings:

2.1 Code. The "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

2.2 Regulations. The "Regulations" shall mean the permanent, proposed or temporary regulations of the Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

2.3 Assignee. An "Assignee" shall mean a person to whom a Membership Interest has been transferred who has not been admitted as a Member.

2.4 Net Income or Loss. "Net Income or Loss" shall mean an amount equal to the Company's taxable income or loss for each taxable year, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Loss shall be added to such Net Income; and

(b) any expenditures of the Company described in Section 705(a)(2)(B) of the Code and not otherwise taken into account in computing Net Income or Loss, shall be subtracted from such Net Income or Loss.

2.5 Sharing Ratios. The "Sharing Ratios" of the Members shall be:

MARK GERHARD	100%

Such Sharing Ratios may be adjusted under Section 3.3

2.6 Capital Account. "Capital Account" means, as of any given date, the Capital Contribution to the Company by a Member or Assignee as adjusted pursuant to Section 3.4.

2.7 Capital Contribution. "Capital Contribution" means any contribution to the capital of the Company in cash or property by a Member or Assignee whenever made.

2.8 Deficit Capital Account. "Deficit Capital Account" means the deficit balance, if any, in a Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and (i)(5) of the Regulations after taking into account thereunder any changes during such year in partnership minimum gain (as determined in accordance with Section 1.704-2(d) of the Regulations) and in the minimum gain attributable to any partner nonrecourse debt (as determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(b) debit to such Capital Account the items described in Sections 1.704-(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.

This definition of Deficit Capital Account is intended to comply with the provision of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

2.9 Majority in Interest of the Members. Each Member shall have a voting interest equal to his Sharing Ratio; provided, however, that neither a Member nor any successor shall

have any vote from and after the Dissociation (as defined in Section 2.10) of such Member or after a transfer of such Member's interest pursuant to Article X. Majority in Interest shall mean Members with aggregate voting interests of more than fifty percent (50%) of the total voting interests of all Members from time to time.

2.10 Dissociation. "Dissociation" means the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company. For purposes of this Agreement, a Member shall be considered bankrupt if an order for relief under any bankruptcy or insolvency statute has been entered against him. A Member that is a limited liability company, corporation or a partnership shall be considered dissolved upon legal dissolution thereof (excluding any dissolution of a partnership caused by the withdrawal or death of its general partner, provided that the partnership is promptly continued or reconstituted under applicable law).

ARTICLE III
CAPITAL CONTRIBUTIONS

3.1 Initial and Secondary Capital Contributions. The initial capital for the Company shall be as set forth on Exhibit A-1 and each Member hereby agrees to contribute such assets as their respective initial capital contributions as set forth on Exhibit A-1. The assets described on Exhibit A-1 shall constitute the original capital accounts of the Members. Within ten (10) days after the execution of the Lease (as defined in Section 6.9(c) below) by the Company and the Tenant (as defined in Section 6.9(c) below), each Member agrees to make the capital contribution set forth next to its name on Exhibit A-2. Such additional capital contributions are referred to herein as the "Secondary Capital Contributions". If Secondary Contributions become due and a Member fails to make its Secondary Capital Contribution within the time it is due, the Company shall dissolve.

3.2 Additional Capital Contributions.

(a) Optional Additional Capital. The Managers may call upon the Members to contribute their pro rata share, as determined by their Sharing Ratio, of additional capital, from time to time. Such additional capital contributions shall be due within fifteen (15) days after receipt of written notice from the Company. A Member may choose not to pay its share of the call, but failure by any Member to pay any assessment of additional capital shall cause the provisions set forth in Section 3.3 below to become operable.

(b) Mandatory Additional Capital. Upon the contribution of a Member required by a Majority for the operation of the Company, all other Members shall contribute cash equal to the amount of the Agreed Value of the Additional Capital as called for by a Majority of the Members.

3.3 Failure to Contribute Additional Capital.

(a) Contributions for Noncontributing Members. If any Member is unable or unwilling to make any or all of its proportionate contribution pursuant to Section 3.2, the difference between its proportionate contribution under Section 3.2 and the sum, if any, which he actually contributes is his "Capital Shortfall". The other Members, if able and willing to do so, may make a contribution in excess of their proportionate share of said required additional funds or assets in order to eliminate the Capital Shortfall. All contributions to be made hereunder shall be paid or contributed within forty-five (45) days from the date the contribution was due.

(b) Contributions Treated as Capital. All contributions to the Company pursuant to Section 3.3(a) shall be treated as additional capital of the Company. All funds or assets contributed by a Member pursuant to Sections 3.2 and 3.3(a) shall be allocated to its Capital Account. After such Section 3.2 and 3.3(a) contributions are made, each Member's Sharing Ratio shall be recomputed in accordance with the formula below, after first allocating to the Capital Accounts all contributions made pursuant to Section 3.3(a). The resulting Sharing Ratio shall supersede the share of such Member as set forth in Section 2.5.

Step 1: $\frac{A}{B+C} \times D = X$

Step 2: The Sharing Ratio of the Non-Contributing Member minus X equals the New Sharing Ratio of the Non-Contributing Member. Likewise the Sharing Ratio of the Contributing Members plus X equals the collective New Sharing Ratio of the Contributing Members.

Where:

A = Additional Capital Contribution required from such Non-Contributing Member

B = Total Additional Capital Contributions required from all Members in the aggregate

C = Total Previous Contributions required from all Members in the aggregate

D = Dilution factor which is equal to 150%

X = Percentage points by which the existing Sharing Ratio of the Non-Contributing Member shall be reduced and the existing Sharing Ratio of the Contributing Member(s) shall be increased.

3.4 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member and Assignee. The respective Capital Accounts of each Member and Assignee will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member or Assignee to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to, as provided by Section 752 of the Code); (3) allocations to such Member or Assignee of Net Income; and (4) any items in the nature of income and gain which are specially allocated to the Member or Assignee pursuant to Sections 5.2(a), 5.2(b), 5.2(c), 5.2(d), 5.2(e) and/or 5.2(j). The Capital Account of each Member or Assignee will be decreased by (1) the amount of money distributed to such Member or Assignee by the Company; (2) the fair market value of property distributed to such Member or Assignee by the Company (net of liabilities secured by such distributed property that such Member or Assignee is considered to assume or take subject to, as provided by Section 752 of the Code); (3) any items in the nature of deduction and loss that are specially allocated to the Member or Assignee pursuant to Sections 5.2(a), 5.2(b), 5.2(c), 5.2(d), 5.2(e) and/or 5.2(j); and (4) allocations to such Member or Assignee of Net Loss.

(b) In the event of a sale or exchange of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest in accordance with Section 1.704-1(b)(2)(iv) of the Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 3.4 is intended to comply with the requirements of Section 704(b) of the Code and the Regulations promulgated thereunder. If, in the opinion of the Company's accountants, the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 3.4 should be modified in order to comply with Section 704(b) of the Code and the Regulations thereunder, then, notwithstanding anything to the contrary contained in the preceding provisions of this Section 3.4, the method by which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members and Assignees.

(d) No Member or Assignee shall have any liability to restore all or any portion of a deficit balance in such Member's or Assignee's Capital Account.

3.5 Withdrawal or Reduction of Members' Contributions.

(a) A Member or Assignee shall not receive out of the Company's property any part of his Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member, irrespective of the nature of his Capital Contribution, has only the right to demand and receive cash in return for his Capital Contribution; provided, however,

no Member or Assignee shall be entitled to a return or withdrawal of any part of such Member's or Assignee's Capital Contribution, or similar distribution, except as provided in this Operating Agreement.

3.6 Payments by the Company. All costs and expenses of the Company shall be paid from its funds.

3.7 Proportional Hold-Harmless. It is recognized by the Members that in order to obtain the necessary loans needed to carry on the purposes of the Company, it may be necessary for the Members and their individual principals to execute loan agreements which call for individual or joint and several liability by way of personal guarantees or otherwise. Notwithstanding such individual liability to third parties, as among the Members, it is specifically understood and agreed that no Member or Members shall be forced to suffer any greater liquidated loss than is equal to their Sharing Ratio times the total loss of all Members. Further, the Members hereby agree that those Members which suffer less than their proportional share of any liquidated loss shall contribute to the Members who bear greater than their proportional share of any liquidated loss. In the event it becomes necessary for individuals affiliated with a Member to execute loan documents in connection with a loan to the Company which calls for individual or joint and several liability by way of personal guarantees or otherwise, the Members shall cause their affiliated individuals to execute, such documents and to enter into indemnification agreements with each other to the end that the individuals associated with Gerhard bear 100% of any loss. The provisions of this Section 3.7 comprise a personal agreement among the Members and are not intended to benefit any third party. Nothing herein shall be construed to give any other creditor of the Company any right it does not otherwise have, including the right to sue a Member who has guaranteed any Company debt before exhausting the assets of the Company.

ARTICLE IV
DISTRIBUTIONS TO MEMBERS

4.1 Frequency of Distributions. The Company may in the discretion of its Managers, but is not required to, distribute any Net Income periodically, on a pro rata basis determined by a Member's Sharing Ratio, after setting aside amounts required to establish and fund reasonable reserves against future costs and liabilities and any amount agreed by the Managers to be held for future investments. In exercising their discretion, the Managers shall consider as an important factor (among several other factors), the desire of the Members to receive sufficient monies from distributions to pay the taxes they incur as a result of the Net Income of the Company.

4.2 Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the fair value of assets of the Company is in excess of all liabilities of the Company, except liabilities to Members or Assignees on account of their contributions.

ARTICLE V
ALLOCATIONS

5.1 Allocation of Profits and Losses.

(a) Net Income and Loss shall be allocated to the Members in accordance with their Sharing Ratios.

(b) The income or loss allocated to a Member each year under this Section 5.1 shall consist of a proportionate part of each item making up the profits and losses allocated under this Article V for the year.

5.2 Special Allocations of Capital Account and Certain Other Income Tax Allocations, Notwithstanding Section 5.1 Hereof.

(a) In the event any Member or Assignee unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations, which create or increase a Deficit Capital Account of such Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially allocated to such Member or Assignee in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this Section 5.2(a) be interpreted to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(ii)(d) of the Regulations.

(b) In the event any Member or Assignee would have a Deficit Capital Account at the end of any Company taxable year, the Capital Account of such Member shall be specially credited with items of income (including gross income) and gain in the amount of such excess as quickly as possible.

(c) Notwithstanding any other provision of this Section 5.2, if there is a net decrease in the Company's minimum gain as defined in either Regulation Section 1.704-2(d) or Regulation Section 1.704-2(i)(4) during a taxable year of the Company, then, the Capital Accounts of each Member or Assignee shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's or Assignee's share of the net decrease in Company minimum gain. This Section 5.2(c) is intended to comply with the minimum gain chargeback requirement of Section 1.704-2 of the Regulations and shall be interpreted consistently therewith. If in any taxable year the Company has a net decrease in the Company's minimum gain, and if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and Assignees and it is not expected that the Company will have sufficient other income to correct that distortion, then the CFO may in her discretion (and shall, if requested to do so by a Member) seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Regulation Section 1.704-2(f)(4).

(d) Items of Company loss, deduction and expenditures described in Section 705(a)(2)(B) of the Code which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under Section 1.704-2(i) of the Regulations shall be allocated to the Members' Capital Accounts in accordance with said Section 1.704-2(i) of the Regulations.

(e) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Regulations) such deductions shall be allocated to the Members or Assignees in the same manner as Net Income or Loss is allocated for such period.

(f) In accordance with Section 704(c)(1)(A) of the Code and Section 1.704-1(b)(2)(i)(iv) of the Regulations, if a Member or Assignee contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes (and not for Capital Account purposes), be allocated among the Members and Assignees so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution in accordance with the "traditional method" described in Section 1.704-3(b) of the Regulations.

(g) Pursuant to Section 704(c)(1)(B) of the Code, if any contributed property is distributed by the Company other than to the contributing Member or Assignee within seven years of being contributed, then, except as provided in Section 704(c)(2) of the Code, the contributing Member or Assignee shall, solely for federal income tax purposes (and not for Capital Account purposes) be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Member or Assignee under Section 704(c)(I)(A) of the Code if the property had been sold at its fair market value at the time of the distribution.

(h) In the case of any distribution by the Company to a Member or Assignee, such Member or Assignee shall, solely for federal income tax purposes (and not for Capital Account purposes), be treated as recognizing gain in an amount equal to the lesser of:

(i) The excess (if any) of (A) the fair market value of the property (other than money) received in the distribution over (B) the adjusted basis of such Member's or Assignee's Membership Interest immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution; or

(ii) The Net Precontribution Gain (as defined in Section 737(b) of the Code) of the Member or Assignee. The Net Precontribution Gain means the net gain (if any) which would have been recognized by the distributee Member or Assignee under Section 704(c)(1)(B) of the Code of all property which (1) had been contributed to the Company within seven years of the distribution, and (2) is held by the Company immediately before the distribution, had been distributed by the Company to another Member or Assignee. If any portion of the property distributed consists of property which had been contributed by the distributee Member or Assignee to the Company, then

such property shall not be taken into account under this Section 5.2(h) and shall not be taken into account in determining the amount of the Net Precontribution Gain.

(i) All recapture of income tax deductions resulting from sale or disposition of Company property shall be allocated to the Member(s) or Assignee(s) to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member or Assignee is allocated any gain from the sale or other disposition of such property. Any "unrecaptured Section 1250 gain" (as that term is defined in Section 1(h) of the Code) resulting from sale or disposition of Company property shall be allocated to the Member(s) or Assignee(s) to whom the deduction that gave rise to such gain was allocated hereunder to the extent that such Member or Assignee is allocated any gain from the sale or other disposition of such property.

(j) Any credit or charge to the Capital Accounts of the Members or Assignees pursuant to Sections 5.2(a), 5.2(b), 5.2(c), 5.2(d), 5.2(e) and/or 5.2(j) hereof shall be taken into account in computing subsequent allocations of profits and losses pursuant to Section 5.1, so that the net amount of any items charged or credited to Capital Accounts pursuant to Sections 5.2(a), 5.2(b), 5.2(c), 5.2(d), 5.2(e) and/or 5.2(j) shall to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member or Assignee pursuant to the provisions of this Article V if the special allocations required by Sections 5.2(a), 5.2(b), 5.2(c), 5.2(d), 5.2(e) and/or 5.2(j) hereof had not occurred.

5.3 Accounting Principles. The profits and losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis. It is intended that the Managers will elect those accounting methods which provide the Company and its Members with the greatest tax benefits.

ARTICLE VI
MANAGEMENT POWERS

6.1 Managers. Management of the Company's business and affairs shall be vested in one Manager. Each Member shall appoint one Manager. The day to day business and affairs of the Company will be managed by the General Manager. The General Manager shall be one of the Managers and for all purposes under this Operating Agreement, the General Manager is a Manager. Buds appoints Mark Gerhard who shall be the initial General Manager. Gerhard shall continue to serve as the General Manager until such time as (i) the Members mutually agree that Gerhard shall cease to serve as General Manager, (ii) Gerhard is no longer a Member and Manager of the Company; (iii) Gerhard has been removed as General Manager pursuant to Section 6.5 hereof, or (iv) the Company is dissolved and wound up in accordance with the provisions of this Agreement. Except as otherwise expressly provided in this Agreement, all decisions relating to the day to day business and affairs of the Company will be made by the General Manager in its discretion.

6.2 Number, Tenure, and Qualifications. The number of Managers may be increased or decreased above or below two upon a vote of the Majority in Interest of the Members. In such event, one half of any additional Managers shall be appointed by each Member. Each Manager shall hold office until the next annual meeting of Members and until his successor shall have

been appointed and qualified. Managers need not be residents of the State of Colorado or Members of the Company.

6.3 Vacancies. Any Manager's position to be filled by reason of a vacancy caused by the resignation, removal, dissolution, or death, of a Manager shall be appointed by the Member who appointed the Manager who resigned, was removed, dissolved, or died. A Manager's position to be filled by reason of a vacancy caused by an increase in the number of Managers shall be filled as provided in Section 6.2 above. A Manager chosen to fill a vacancy shall hold office until the next annual meeting of Members and until his successor has been elected and qualified. In the event that there is a vacancy in the General Manager position, the three Managers shall select the replacement from among the Managers by a majority vote of the Managers.

6.4 Compensation. The Managers shall receive no compensation for managing the affairs of the Company, other than as set forth in Section 6.9 below. The Managers shall be reimbursed upon presentation of proper invoices for any reasonable out-of-pocket costs incurred on the Company's behalf. In addition, Gerhard shall be reimbursed by the Company, or the Company shall directly pay invoices, for: (i) expenses incurred by them (whether incurred on behalf of the Company or on behalf of itself) both prior to and after the execution of this Operating Agreement, for organizational costs, including but not limited to attorneys fees incurred in the preparation of this Operating Agreement and other attorney's fees and (ii) loans to the Company. Such amounts shall be paid to Gerhard together with interest at the rate of 5% per annum from the date of the loan or expenditure was made to the date paid or shall be paid directly to the person providing the service.

6.5 Removal of Manager. A Manager may be removed at any time by the Member that appointed that Manager, with or without cause. Gerhard may be removed as General Manager by the majority vote of the Members other than GERHARD at any time that (i) GERHARD materially violates its fiduciary responsibilities as a Manager of the Company; (ii) GERHARD becomes a debtor in bankruptcy; (iii) GERHARD commits an act of fraud or gross negligence in its capacity as General Manager, or (iv) GERHARD engages in intentional and willful misconduct against the interests of the Company or any Member or breaches any agreement between GERHARD and the Company and fails to cure such breach within the applicable cure period. Within ninety (90) days after the date on which the majority of the Members other than GERHARD learn of an event that would permit them to remove GERHARD as General Manager, they may notify GERHARD in writing that they will remove GERHARD as General Manager unless GERHARD cures the breach within thirty (30) days of GERHARD's receipt of the notice from the other Managers. If GERHARD fails to cure the breach within that thirty (30) day period, then GERHARD shall be removed automatically as General Manager upon the expiration of the thirty (30) day period. In addition to the grounds for removal of the General Manager set forth above, a General Manager other than GERHARD may be removed by the majority of the Managers at any time.

6.6 Powers of General Manager. Except when otherwise directed by the unanimous vote of the other Managers and except where this Agreement specifically provides that a particular action of decision shall be made, approved or consented to by the Managers, and

subject to Section 6.8 hereof, the General Manager shall have the powers conferred upon a sole manager by the Colorado Limited Liability Act, including but not limited to the following: (i) the exclusive right to choose and hire employees; (ii) the exclusive right to manage and make decisions concerning development and construction of improvements on the Property provided however the General Manager shall not without the consent of the majority of the Managers deviate from the drawings and specifications for such improvements as set forth in the business program unless (A) the Members all agree to pay any extra cost associated with the changes or (B) the unreimbursed extra cost does not exceed $5,000.00 per individual change or $50,000.00 in the aggregate and (C) any decrease in cost does not exceed $5,000.00 per individual change or $50,000.00 in the aggregate; and (iii) after completion of the business set up (as defined in Section 6.9(c)) and subject to Section 6.9 below, the exclusive right to hire itself or an entity related to it to act as property manager so long as the compensation payable thereunder is reasonable and customary.

6.7 Duties of Managers. The Managers shall perform their duties in good faith, in the best interest of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(a) Subject to Section 6.8 hereof, the Managers shall have the powers conferred upon managers by the Act.

(b) The General Manager shall: (i) monitor performance under all contracts entered into by the Company and report thereon to the Members; (ii) maintain the books and records of the Company; (iii) hire an independent certified public accountant of recognized standing in the accounting profession to prepare and after inspection and approval by the Managers, timely file the required tax returns and furnish copies as provided herein; (iv) cause the Company to make or revoke the election referred to in Section 754 of the Internal Revenue Code of 1986 or any similar provision enacted in lieu thereof; and (v) cause the Company to fulfill its responsibility under its agreements.

(c) In performing his duties, a Manager shall be entitled to rely on information, opinions, reports or statements of one or more agents of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented or any attorney, certified public accountant or other person as to matters to which the Manager reasonably believes to be within such person's professional and expert competence. The Managers shall have no authority to do any act in contravention of either the Articles of Organization or this Operating Agreement.

6.8 Major Decisions. All Major Decisions with respect to the Company's business shall require the written approval of the Majority in Interest. Accordingly, notwithstanding anything herein to the contrary, no Member or Manager, shall have the right or the power to make any commitment or engage in any undertaking on behalf of the Company regarding the subject matter of the Major Decision unless and until the Major Decision has been approved by the Majority in Interest. "Major Decision" means any decision with respect to any of the following matters on behalf of the Company:

(1) Any act that would make it impossible to carry out the ordinary business of the Company

(2) Change or reorganizing the Company into any other legal form

(3) Possessing or utilizing Company property or assigning any rights in specific Company property for other than the purpose of the Company

(4) Making any change in the manner of the distributions or allocations of the Members set forth in this Agreement;

(5) Approval of any Company financing, refinancing or indebtedness or any commitment to obtain such financing

(6) Sales or other disposition of assets of the Company other than in the ordinary course of business

(7) Acquisitions of interests in other companies, partnerships, or other entities

(8) A filing for bankruptcy or any other reorganization of the Company

(9) The execution of the Lease/Purchase of real estate

(10) Any decision which a resolution approved by the majority of the Managers provides shall be a "Major Decision" under this Section 6.8.

Notwithstanding the foregoing, the General Manager (and in the event of the unavailability of the General Manager, any Manager) may, in the event of any emergency, take any action or incur any obligation on behalf of the Company, which, in the reasonable discretion of the Manager, is necessary under the circumstances to preserve or protect the Company and its business.

6.9 Contracts with Managers and Members or Affiliates.

(a) The Members recognize and agree that the Managers and Members or their related entities may contract with the Company to provide certain services and/or goods pursuant to written agreements to be entered into between the Company and a Member, Manager, or an affiliate of a Member or Manager, provided however, any such written agreement shall be approved by a majority of the Managers.

6.10 Vote or Consent of Managers. Unless otherwise expressly provided herein or in the Act, all actions or decisions to be taken, made, approved, or consented to by the Managers shall be upon the majority vote or consent of the Managers.

ARTICLE VII
INDEMNIFICATION OF MANAGERS

7.1 Business Transactions With Members or Managers. Subject to Sections 6.8 and 6.9, any Member or Manager, or any affiliate, may transact any business with the Company and shall have the same rights and obligations with respect thereto as a person or entity that is not a Member or Manager, or an affiliate.

7.2 Other Activities. The Members and the Managers shall devote only such time to the business of the Company as is necessary for the efficient operation of the Company's business. Subject to the following provisions of this Section 7.2, each Member and Manager shall at all times be free to engage and possess an interest in any business or venture for his own account, including, without limitation, the formation of real estate business entities and ventures or services related thereto. The Members and the Managers shall not be obligated to present any business opportunity to the Company, and shall be free to pursue any such opportunity for their own account.

7.3 Exculpation. In carrying out its duties hereunder, a Manager (including the General Manager) shall not be liable to the Company nor to any Member for its good faith actions or failure to act, nor for any errors of judgment, nor for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement, but only for willful misconduct or gross negligence in the performance of its obligations under this Agreement. The Company shall indemnify and hold harmless the Managers, their agents, employees and affiliates as to third parties against and from any personal loss, liability or damage incurred as a result of any act or omission of a Manager believed in good faith to be within the scope of authority conferred by this Agreement, except for willful misconduct or gross negligence, and shall reimburse each such person for all legal and other expenses and attorneys' fees reasonably incurred by it in connection with any such claim or liability. The Company shall indemnify the Managers to the fullest extent allowed under the indemnity provisions of the Act. The Company's indemnification of the Managers, their agents and employees, as to a third party shall be only with respect to such loss, liability or damage that is not otherwise compensated for by insurance carried for the benefit of the Company. The Company may purchase and maintain insurance on behalf of any person who is or was a Manager, agent or employee of the Company against any liability asserted against or incurred by him in any such capacity, whether or not the Company would have the power to indemnify him under the provisions of the Act.

ARTICLE VIII
ACCOUNTING AND REPORTING

8.1 Title to Property and Bank Accounts. The Company's property shall be held in the name of the Company. The funds of the Company shall be deposited in the name of the Company in bank accounts designated by the Managers and withdrawals therefrom shall be made upon the signature of the General Manager.

8.2 Books. The General Manager shall maintain or cause to be maintained complete and accurate books of account of the Company's affairs at the principal office of the Company.

The Company's books shall be kept on the cash basis of accounting and on a calendar year accounting period.

8.3 Transfers During Year. In order to avoid an interim closing of the Company's books, the shares of Net Income and Loss under Article V of a Member who transfers part or all of his interest in the Company during the Company's accounting year may (in the discretion of the Managers) be determined by taking its pro rata share of the amount of such profits and losses for the year. The proration shall be made by the Company as of the end of the month of the transfer or may be determined under any other reasonable method.

8.4 Reports.

(a) The books of account shall be closed promptly after the end of each fiscal year. As soon as practicable thereafter, the General Manager shall make a written report to each Member, which shall include a statement of receipts, expenditures, profits and losses for the previous year, a statement of each Member's Capital Account as of the last day of the previous calendar year and such additional statements with respect to the status of the Company as are necessary to advise all Members properly about their investment in the Company. Such report shall consist in part of a copy of the Company's federal income tax return. On or before December 31st of each year, each Member shall be provided with sufficient information to allow him to file his own income tax return for the preceding year.

(b) The General Manager shall file or caused to be filed all Company reports required by the Secretary of State within the time prescribed by law.

8.5 Section 754 Elections. An election under Section 754 of the Code shall not be made unless a majority of the Managers otherwise decide.

ARTICLE IX
MEMBERS

9.1 Admission of Members. A person may be admitted to the Company as an additional Member only upon the unanimous written consent of the Members and the amendment of this Operating Agreement to take into account that there will be more than one Member. At the time a new Member is admitted or an interest is transferred to an Assignee, the Managers may pursuant to a resolution approved by the majority of the Managers, close the Company's books (as if the Company's tax year had ended) or make pro rata allocation of income, losses and expense deductions to the transferring Member and the new Member or Assignee in accordance with Section 706(d) of the Code and the Regulations promulgated thereunder.

9.2 Meetings of Members. An annual meeting of Members shall be held at the Company's principal place of business, on the third Tuesday in the month of October each year, beginning with the year 2015 at 3:30 p.m., or at such other time and place as shall be determined by the Managers provided however, no annual meeting will be held unless requested by a Member.

9.3 Voting. Unless otherwise expressly provided herein or in the Act, all Company business and decisions requiring a vote of the Members shall be upon the vote or consent of the Majority in Interest of the Members. A Majority in Interest of the Members shall constitute a quorum for the transaction of business.

9.4 Limitation of Liability of Members; Indemnity. Except as otherwise provided in the Act, no Member of the Company shall be obligated personally for any debt, obligation or liability of the Company or of any other Member, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company. Except as otherwise provided in the Act, by law or expressly in this Agreement, no Member shall have any fiduciary or other duty to another Member with respect to the business and affairs of the Company, and no Member shall be liable to the Company or any other Member for acting in good faith reliance upon the provisions of this Agreement. No Member shall have any responsibility to restore any negative balance in its Capital Account or to contribute to or in respect of the liabilities or obligations of the Company or return distributions made by the Company except as required by the Act or other applicable law; provided, however, that Members are responsible for their failure to make required Capital Contributions under Sections 3.1 and 3.2(b). The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Members or Managers responsible for the liabilities of the Company. The Company shall indemnify and hold harmless each of the Members acting on behalf of the Company pursuant to the terms of this Agreement from and against any claim by any third party seeking monetary damages against such Member arising out of such Member's performance of its duties in good faith. Such indemnity shall continue unless and until a court of competent jurisdiction adjudicates that such course of conduct constituted gross negligence, willful misconduct or fraud of the Member. Notwithstanding the foregoing, no Member is authorized to act on behalf of the Company except under the direction of the Managers or in accordance with an express resolution of the Managers or the Majority in Interest.

ARTICLE X
TRANSFER OF MEMBER'S INTEREST - RIGHT OF FIRST REFUSAL

10.1 Restrictions on Transfer. No transfer of a Member's rights or obligations hereunder may be made, directly or indirectly, except in accordance with the provisions of this Article X and any purported transfer made in violation of this Article X shall be void.

10.2 Effect of Valid Transfer on Transferee.

(a) Unless all of the Members of the Company and the transferee of a valid transfer of a Membership Interest agree in writing that the transferee shall become a substituted Member, such transferee shall have no right to participate in the management of the Company, to vote or to become a Member. The transferee shall have no other rights by virtue of the transfer

than the right to receive the allocations of profits and loss and distributions to which the transferor Member would otherwise have been entitled.

(b) Upon the written consent of all of the Members of the Company and the transferee, a transferee shall become a substituted Member and shall have all the rights and powers, and shall be subject to all the restrictions and liabilities of the transferring Member.

10.3 Offer to Other Members. If at any time a Member proposes to sell, assign, or otherwise dispose of all or any part of its interest in the Company, such Member (the "Offeror") shall first make a written offer to sell such interest to the other Members on the same terms and conditions on which the Offeror proposes to transfer the Membership Interest. Such offer shall state the name of the proposed transferee and all the terms and conditions of the proposed transfer, including the price to the proposed transferee.

10.4 Acceptance of Offer. The other Members, shall have the right for a period of sixty (60) days after receipt of the offer from the Offeror, to elect to purchase the Membership Interest offered, provided, however, that the right to purchase shall not be effective unless the other Members elect to purchase all of the Membership Interest offered. To exercise their right to purchase, the other Members shall give written notice to the Offeror within said sixty (60) day period. Upon exercise of a right to purchase and provided the right is exercised with respect to all of the Membership Interest offered, the purchase shall be closed and payment made on the same terms as set forth in the written offer made pursuant to Section 10.3 above. If said purchase is not closed or said payment not made through no fault of the Offeror, then the Offeror shall be free to transfer the offered interest to the proposed transferee on the same terms and conditions as set forth in the written offer made pursuant to Section 10.3 above.

10.5 Failure to Accept Offer. If the other Members do not elect to purchase all of the Membership Interest offered in accordance with the provisions of Section 10.4, or if the purchase is not closed or payment not made through no fault of the Offeror, the Offeror may transfer the offered interest to the proposed transferee named in the offer, provided that: (i) the proposed transferee shall agree in writing to be bound by all of the provisions of this Agreement whether or not voted in as a substituted Member; (ii) the Company receives an opinion of counsel satisfactory to the non-selling Member that the transfer complies with all applicable federal and state securities laws; and (iii) the transferee executes an acknowledgement and agreement that it has no voting rights or rights to participate in management of the Company unless made a substituted Member pursuant to Section 10.2(b). If that transfer is not made within ninety (90) days after the expiration of the sixty-day (60) period provided in Section 10.4, the provisions of this Article X shall again apply.

10.6 Cash Equivalents. If the proposed offer under Section 10.3 is for consideration other than cash or cash plus deferred payments of cash, the purchasing Members may pay the cash equivalent of such other consideration as determined by agreement among the Offeror and the purchasing Members. If they cannot agree and such disagreement continues for a period of seven days, the Members shall rely on and use the written appraisal of an MAI appraiser agreed upon by the Offeror and the purchasing Members to determine the cash equivalent of such other consideration. If those parties cannot agree upon an appraiser within seven (7) days thereafter,

the Offeror shall select one such MAI appraiser and the purchasing Members shall select another such MAI appraiser, within seven (7) days thereafter. The appraisers so selected shall determine the cash equivalent of such other consideration. If such appraisers cannot agree upon the cash equivalent value of such consideration, they shall select another MAI appraiser, who shall determine the cash equivalent value of such consideration by choosing the value of the two prior appraisers which he deems to be closest to his considered value. The purchasing Members, in their sole discretion, may elect to purchase the interest at the determined cash equivalent by notice of such election to the Offeror within ten days after the appraiser's decision or to withdraw their acceptance of the offer. The Offeror shall pay the cost of all MAI appraisals made pursuant to this Section 10.6.

10.7 Permitted Transfers. Notwithstanding the provisions of this Article X, the following assignments or other transfers of a Membership Interest (or portion thereof) may be freely made without first offering the interest to the other Members or otherwise complying with this Article X and such transferees shall have all the voting and other rights of Membership:

(a) to a Member's spouse, issue, an entity owned solely by the Member and/or his spouse and/or issue, or a trust where the Member, and/or his spouse and/or issue are the only beneficiaries (where the Member is an individual)

(b) to the Member's beneficiaries (where the Member is a trust)

(c) to the beneficial owners of the Member and/or to such owners' spouse and/or issue (where the Member is an entity)

Any transferee of an interest made pursuant to this Section 10.7 shall be subject to all the terms of this Operating Agreement, including the restrictions on transfer provided in this Operating Agreement.

10.8 Buy-Sell Offer of Member. One Member may present to the other Members a written cash alternative offer to purchase the entire Membership Interest of the other Members or sell its entire Membership Interest to the other Members. Such an offer shall specify: (i) the price for 100% of the interests of the Members in the Company; and (ii) a reasonable time and place for closing the sale. Presentation of such an offer by one Member to the others, specifying that the offer is being presented pursuant to this Section 10.8, binds the presenting Member to purchase the other Members' Membership Interests in accord with the terms of the offer, provided that the other Members agree to sell their entire Membership Interests in accord with the terms of the offer; or to sell its entire Membership Interest to the other Members. The other Members will thereafter be obligated either: (A) to purchase the Membership Interest of the presenting Member for cash at a price equal to the product obtained by multiplying the offering price in the offer by the presenting Member's Sharing Ratio; or (B) to sell to the presenting Member their entire Membership Interests for cash at a price equal to the product obtained by multiplying the offering price in the offer by the sum of their Sharing Ratios. The other Members/Offerees shall give written notice of such election to the presenting Member within thirty (30) days after receipt of the offer. Failure of the other Members/Offerees to give the presenting Member notice that the other Members/Offerees have elected under subsection (A) above shall be conclusively deemed to be an election under subsection (B) above to sell to the presenting Member the other Members/Offerees' entire Membership Interests. All Members agree to do all things necessary to cooperate in the consummation of any sale to or from the presenting Member to be made pursuant to this Section 10.8.

10.9 Allocation of Members' Purchase Rights. Whenever in this Article or Article 11, certain Members are given the opportunity to purchase the Membership Interest of a Member, Assignee or Dissociated Member, as between the Members given such opportunity, the amounts paid and Membership Interest received by each such Member shall be as such Members may agree. If such Members cannot agree within 15 days of being given such opportunity, then all Members who would like to purchase such Membership Interest shall purchase it in accordance with their Sharing Ratios. Notwithstanding the foregoing, if one Member/Offeree under Section 10.8 wishes to buy and the other Member/Offeree wishes to sell, the Member who wishes to buy may purchase the entire Membership Interest of the presenting Member.

ARTICLE XI
DEATH, INCOMPETENCY, DISSOLUTION, OR BANKRUPTCY OF A MEMBER

11.1 Dissolution of Company. The Company shall be dissolved upon the occurrence of any of the following events:

(a) With the unanimous written agreement of the Members to dissolve the Company; or

(b) The sale of all or substantially all of the Company's assets.

The Dissociation of a Member shall not cause the dissolution of the Company unless there is no remaining Member of the Company.

11.2 Termination of Member's Interest.

(a) A Member shall cease to be a Member as of the date of its Dissociation, and shall thereafter have only the rights an Assignee has under Section 10.2(a).

(b) Prior to the receipt of a written notice of the Dissociation of a Member, the other Member may treat such Member as the owner of its Membership Interest hereunder.

11.3 Purchase.

(a) The other Members may elect to purchase the interest of a Member (a "Selling Member") who is in default hereunder or who has undergone Dissociation. The election shall be exercised only by written notice to the Selling Member within forty-five (45) days after the other Members have knowledge of the Dissociation.

(b) The purchase price for a Selling Member's interest shall be an amount equal to 100% of the amount the Selling Member would receive if the Company were liquidated at the appraised value of its assets and the Company's assets were then distributed in accordance with the provisions of Section 12.3. In determining such appraised value, the Members shall rely on and use the written appraisal of an MAI appraiser agreed upon by the Selling Member and the

purchasing Members. If those parties cannot agree upon such an appraiser within sixty (60) days after the valuation date, the Selling Member shall select one such MAI appraiser, and the purchasing Members shall select another such MAI appraiser, within seventy (70) days after the valuation date. The appraisers so selected shall determine the appraised value of the Company's assets. If such appraisers cannot agree upon the appraised value of the Company's assets, they shall select another MAI appraiser, who shall determine the appraised value of the Company's assets by choosing the value of the two prior appraisers which he deems to be closest to his considered value. The cost of such appraisal shall be paid one-half by the Company and one-half by the Selling Member.

(c) The purchase price due under Section 11.3(b) shall be paid as the Selling Member and the Purchasing Members shall agree, but if the parties cannot agree, the purchase price shall be payable 55% at the time of closing and the balance in three equal annual installments payable on the same date in the following three years. The closing shall be held within forty (40) days after the computation of the purchase price is completed under Section 11.3(b). Each annual installment of principal shall also include an amount equal to accrued interest on the unpaid balance computed at the announced prime rate of as set forth in the Wall Street Journal (or if no longer published as set forth in a similar publication). Interest shall be computed every six (6) months, beginning on the anniversary date of the sale to reflect changes in such prime rate. At the closing, which shall be held at the principal place of business of the Company, the purchasing Members shall pay the initial portion of the purchase price and shall deliver their promissory note for the remaining balance of the purchase price. The note shall be secured by the property of the Company, subordinate to previously existing obligations and shall not be the personal obligation of the Company or of the purchasing Members. The Selling Member shall deliver to the purchasing Members a duly executed instrument of transfer and assignment, transferring and assigning good and marketable title to such interest in the Company.

(d) If at any time a liability is asserted against the Company or the Selling Member based on acts or transactions that occurred wholly or in part before the termination of a Selling Member's interest in the Company, the purchasing Members may (unless the Selling Member has otherwise provided adequate security for its obligation such as a surety bond or letter of credit) withhold from any amounts otherwise payable to the Selling Member under Section 11.3(c), its portion of the amount fixed or claimed as said liability until the amount of the liability shall be determined by adjudication, settlement, compromise or otherwise, at which time so much of the withheld amount as equals the Selling Member's share of such liability shall be applied toward payment thereof and the balance shall be paid to the Selling Member. If at the time the amount of the liability is finally determined, all payments under Section 11.3(c) have been made to the Selling Member's share of such liability, the Selling Member shall reimburse the Company or the Purchasing Members for its share of such liability, or the excess thereof over the amount withheld, as the case may be.

11.4 Waiver of Appraisal, Valuation Rights and Partition. In the event of the Dissociation of any Member, the rights of the Members or their successors under then applicable Colorado law with respect to the inventory of assets, appraisals, accounting, or sale of assets shall not apply and are hereby expressly waived by all Members. Each Member expressly agrees

that the provisions contained in this Agreement shall bind and control its successors, including without limitation, the provisions applicable in the event of the Dissociation of a Member. Each of the Members hereby waives any and all rights, duties, obligations and benefits with respect to any action for partition of the Company property, or to compel any sale thereof.

ARTICLE XII
DISSOLUTION AND TERMINATION

12.1 Final Accounting. In case of the dissolution of the Company, a proper accounting shall be made from the date of the last accounting to the date of dissolution.

12.2 Filing of Statement of Dissolution. Upon any event causing dissolution of the Company, the General Manager shall file a Statement of Dissolution with the Colorado Secretary of State.

12.3 Liquidation. Upon the dissolution of the Company, the Managers shall liquidate the Company. Subject to Section 12.4 below, all proceeds from liquidation shall be distributed in the following order of priority: (a) to the payment of debts and liabilities of the Company and the expenses of liquidation; (b) to the setting up of such reserves as the liquidators may reasonably deem necessary for any contingent liabilities of the Company; and (c) to the Members the amounts of their respective Capital Account balances.

12.4 Distribution in Kind. If a portion of the Company's assets is to be distributed in kind to the Members other than proportionately, then the Members shall obtain an independent appraisal of the fair market value of each such asset as of a date reasonably close to the date of liquidation. Distribution of any assets in kind to a Member shall be considered a distribution of an amount equal to the asset's fair market value for purposes of Section 12.3

12.5 Waiver of Right to Court Decree of Dissolution. The Members agree that irreparable damage would be done to the Company if the Member brought an action in court to dissolve the Company. Care has been taken in this Agreement to provide what the parties believe are fair and just payments to be made to a Member whose relationship with the Company is terminated for any reason. Accordingly, each of the Members accepts the provisions of this Agreement as his sole entitlement on termination of his membership in the Company. Each Member hereby waives and renounces his right to seek a court decree of dissolution or to seek the appointment by a court of a liquidator for the Company.

ARTICLE XIII
GENERAL PROVISIONS

13.1 Method of Notices. All notices required or permitted by this Agreement shall be in writing and shall be sufficient if hand delivered or sent by registered or certified mail addressed as set forth on the signature page hereof (except that any Member may from time to time give notice changing his address for that purpose) and shall be effective when personally delivered, or, if mailed, on the date set forth on the receipt of registered or certified mail, whichever is earlier.

13.2 Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

13.3 Entire Agreement. This Agreement embodies the entire understanding and agreement between the parties concerning the Company and supersedes any and all prior negotiations, understandings or agreements in regard thereto.

13.4 Severability. If any court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain fully enforceable. To the extent that any court concludes that any provision of this Agreement is void or voidable, the court shall reform such provision(s) to render the provisions(s) enforceable, but only to the extent absolutely necessary to render the provisions(s) enforceable.

13.5 Amendment. This Agreement may not be amended except by an instrument in writing signed by all of the Members.

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

13.7 Pronouns. References to a Member, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships, companies or corporations where applicable.

13.8 Counterparts. These instruments may be executed in any number of counterparts each of which shall be considered an original.

13.9 Written Consents. All consents or approvals required or permitted under this Agreement shall be in writing.

IN WITNESS WHEREOF the parties have executed this Agreement of Buds, Ltd as of the date first stated above.

Buds, Ltd,
a Colorado limited liability company

By: _____
Name: Mark Gerhard, Manager
Title: Member
Address for Notice:

2536 Rimrock Ave. Suite 400-380
Grand Junction, CO 81505

MARK GERHARD, an Individual

By: _____
Name: Mark Gerhard
Title: Member
Address for Notice:
3435 Grand Valley Canal Rd.
Grand Junction, CO 81505

EXHIBIT A-1

DESCRIPTION OF INITIAL CONTRIBUTIONS

Name of Member	**Form of Contribution**	**Agreed Fair Market Value of Contribution**
GERHARD	Cash	$ 1,000.00
		$
		$
TOTAL		$1,000.00

EXHIBIT A-2

DESCRIPTION OF SECONDARY CONTRIBUTIONS

Name of Member	Form of Contribution	Agreed Fair Market Value of Initial Contribution
		$
		$
		$
TOTAL		$

7015 0640 0006 5583 1724

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SILT, CO 81652

OFFICIAL USE

Certified Mail Fee $ $3.45

Extra Services & Fees (check box, add fee as appropriate) $2.80
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $ $0.49

Total Postage and Fees $ $6.74

BLACK HAWK CO 0132 04 Postmark Here SEP 2 2015 USPS 81652

09/25/2015

Sent To Buds James Legg

Street and Apt. No., or PO Box No. 2536 Rim Rock Ave Suite 400-380

City, State, ZIP+4® Grand Junction CO 81505

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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PARACHUTE, CO 81635

OFFICIAL USE

Certified Mail Fee $ $3.45

Extra Services & Fees (check box, add fee as appropriate) $2.80
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $ $0.49

Total Postage and Fees $ $6.74

BLACK HAWK CO 0132 04 Postmark Here USPS 81652

09/25/2015

Sent To Buds Joanne Fowkes

Street and Apt. No., or PO Box No. 2536 Rim Rock Ave Suite 400-380

City, State, ZIP+4® Grand Junction CO 81505

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MESA, CO 81643

OFFICIAL USE

Certified Mail Fee $ $3.45

Extra Services & Fees (check box, add fee as appropriate) $2.80
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $ $0.49

Total Postage and Fees $ $6.74

PALISADE, CO 0526 04 Postmark Here SEP 28 2015 USPS 81526

09/28/2015

Sent To Mr+Mrs Patrick Hisel

Street and Apt. No., or PO Box No. PO Box 2221

City, State, ZIP+4® Mesa Co 81643

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OFFICIAL USE

RIFLE, CO 81650

Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate) $2.80
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $0.00

Postage $0.49
Total Postage and Fees $6.74

0132
04
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SEP 25 2015
BLACK HAWK CO
USPS 80422
09/25/2015

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Street and Apt. No., or PO Box No. 2536 Rim Rock Ave Suite 400 380
City, State, ZIP+4® Grand Junction CO 81505

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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PARACHUTE, CO 81635

Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate) $2.80
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $0.00

Postage $0.49
Total Postage and Fees $6.74

0132
04
Postmark Here
SEP 25 2015
BLACK HAWK CO
USPS 80422
09/25/2015

Sent To Buds Austin + Elizabeth ARA
Street and Apt. No., or PO Box No. 2536 Rim Rock Ave Suite 400-380
City, State, ZIP+4® Grand Junction CO 81505

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruc

7015 0640 0006 5583 1762

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

GRAND JUNCTION, CO 81506

Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate) $2.80
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $0.00

Postage $0.49
Total Postage and Fees $6.74

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Postmark Here
SEP 25 2015
BLACK HAWK CO
USPS 80422
09/25/2015

Sent To Buds Home Space
Street and Apt. No., or PO Box No. 2536 Rim Rock Ave Suite 400-380
City, State, ZIP+4® Grand Junction CO 81505

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7015 0640 0006 5583 1786

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

WHITEWATER, CO 81527

Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate) $2.80
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $0.00

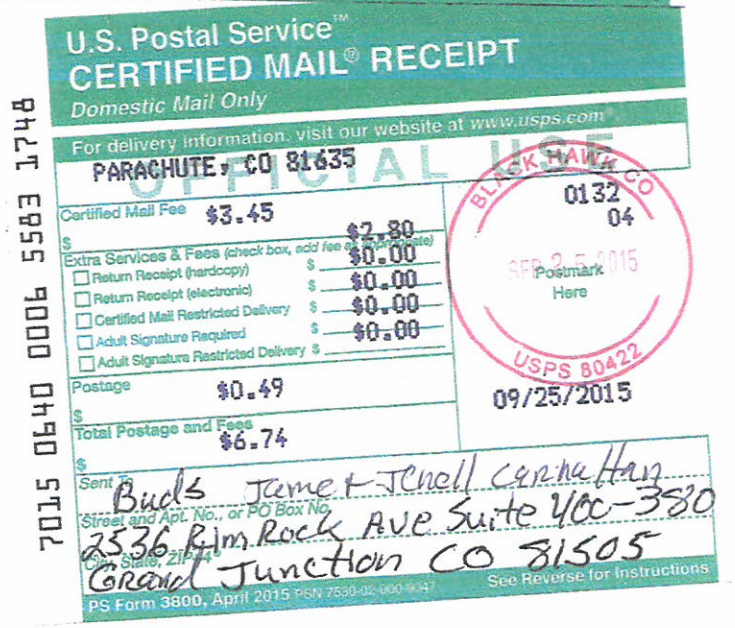
Postage $0.49
Total Postage and Fees $6.74

0132
04
Postmark Here
SEP 25 2015
BLACK HAWK CO
USPS 80422
09/25/2015

Sent To Buds Knight + Durma
Street and Apt. No., or PO Box No. 2536 Rim Rock Ave Suite 400-380
City, State, ZIP+4® Grand Junction CO 81505

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7015 0640 0006 5583 1748



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

PARACHUTE, CO 81635

Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate) $2.80
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $0.00

Postage $0.49
Total Postage and Fees $6.74

0132
04
Postmark Here
SEP 25 2015
BLACK HAWK CO
USPS 80422
09/25/2015

Sent To Buds James + Jenell Carnahan
Street and Apt. No., or PO Box No. 2536 Rim Rock Ave Suite 400-380
City, State, ZIP+4® Grand Junction CO 81505

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7015 0640 0006 5583 1731

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

PARACHUTE, CO 81635

Certified Mail Fee $3.45
Extra Services & Fees (check box, add fee as appropriate) $2.80
- Return Receipt (hardcopy) $0.00
- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
- Adult Signature Restricted Delivery $0.00

Postage $0.49
Total Postage and Fees $6.74

0132
0
Postmark Here
BLACK HAWK CO
USPS 80422
09/25/2015

Sent To Buds John Waite Marjorie Rupp
Street and Apt. No., or PO Box No. 2536 Rim Rock Ave Suite 400-3
City, State, ZIP+4® Grand Junction CO 81505

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Inst

PUBLIC NOTICE

NOTICE OF HEARING

Pursuant to Section 6.11.090.D of the Town of Parachute, Colorado

NOTICE IS HEREBY GIVEN that an application has been made to the Local Licensing Authority of the Town of Parachute, Colorado, for a Retail Marijuana Store which permits the sale of retail marijuana products on the premise.

APPLICANT: Buds, LTD

TRADE NAME: Buds, LTD

ADDRESS OF APPLICANT: 2536 Rimrock Avenue, Suite 400-380
Grand Junction, CO 81520

ADDRESS OF PROPOSED LICENSED PREMISES: 104 Cardinal Way
Parachute, Colorado 81635

DATE OF APPLICATION: September 14, 2015

PUBLIC NOTICE IS HEREBY GIVEN that a Public Hearing will be held on this application **Thursday, October 15, 2015 at 6:30 p.m.** in the Board Room in the Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635.

All interested persons may appear at said hearing.

BY ORDER OF THE LOCAL LICENSING AUTHORITY

TOWN OF PARACHUTE
BOARD OF TRUSTEES

P.O. BOX 100
PARACHUTE, CO. 81635-0100
(970) 285-7630

TOWN OF PARACHUTE, COLORADO

_____
Stuart S. McArthur, Town Manager

Ad Name: 11554800A
Customer: Town of Parachute
Your account number is: 1003196

PROOF OF PUBLICATION
GLENWOOD SPRINGS POST INDEPENDENT

STATE OF COLORADO }
SS.
COUNTY OF GARFIELD }

I, Michael Bennett, do solemnly swear that I am Publisher of the Glenwood Springs Post Independent. That the same Daily newspaper printed, in whole or in part and published in the County of Garfield, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Garfield for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement and that said newspaper has published the requested legal notice and advertisement as requested.

The Glenwood Springs Post Independent is an accepted legal advertising medium, only for jurisdictions operating under Colorado's Home Rule provision.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said daily newspaper for the period of **1** consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated **9/23/2015** and that the last publication of said notice was in the issue of said newspaper dated **9/23/2015.**

In witness whereof has here unto set my hand this **10/06/2015**.

Michael Bennett, Publisher

Subscribed and sworn to before me, a notary public in and for the County of Garfield, State of Colorado this **10/06/2015**.

Pamela J. Schultz, Notary Public
My Commission expires: **November 1, 2015**

NOTARY PUBLIC
PAMELA J. SCHULTZ
STATE OF COLORADO

My Commission Expires 11/01/2015

PUBLIC NOTICE

TAKE NOTICE that West Run, Inc. has applied to the Town of Parachute, State of Colorado, for a Rezoning of a property from Neighborhood Commercial to Light Industrial in the Town of Parachute.

Legal Description:

Section: 12

Township: 7

Range: 96 West

Lot: 013

6th Prime Meridian

County of Garfield
State of Colorado

All persons affected by the proposed Land Use Application are invited to appear and state their views, protests, or support. If you cannot appear personally at such hearing, then you are urged to state your views by letter as the Planning and Zoning Commission and the Board of Trustees will give consideration to the comments or surrounding property owners and the others affected in deciding whether to grant or deny the request. The application may be reviewed at the Town of Parachute offices located at 222 Grand Valley Way, Parachute, CO, between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday.

A public meeting on the application has been scheduled for October 8, 2015, at 6:30 p.m. before the Town of Parachute Planning and Zoning Commission in the Board of Trustees Room, 222 Grand Valley Way, Parachute, CO.

A public hearing on the application has been scheduled for November 19, 2015, at 6:30 p.m. before the Town of Parachute Board of Trustees in the Board of Trustees Room, 222 Grand Valley Way, Parachute, CO.

S. Denise Chiaretta, Town Clerk
Town of Parachute

Published in the Glenwood Springs Post Independent September 23, 2015 (11554800)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James + Jenell Cardinal Trust
600 Cardinal Way
Parachute CO 81635

9590 9403 0541 5173 6513 86

2. Article Number *(Transfer from service label)*

7015 0640 0006 5583 1755

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X James Cardinal ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery
10-6-15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Knight + Dunmas Properties
P.O. Box 43
White Water CO 81527

9590 9403 0541 5173 6513 62

2. Article Number *(Transfer from service label)*

7015 0640 0006 5583 1786

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☒ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery
Tom Dunmas 9-29-15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
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)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

M + M Ventures Inc.
120 E. Third St suite A
Rifle CO 81650

9590 9403 0541 5173 6514 30

2. Article Number *(Transfer from service label)*

7015 0640 0006 5583 1779

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery
Amanda Lipe 9/28/15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ ed Mail
ed Mail Restricted Delivery $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. John Waite.
MRS Marjorie Rupp
PO Box 232
Parachute CO 81635

9590 9403 0541 5173 6514 23

2. Article Number *(Transfer from service label)*

7015 0640 0006 5583 1717

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X John a. Waite ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery: 9-28-15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR & MRS Patrick Hisel
PO Box 2221
Mesa CO 81643

9590 9403 0277 5155 1485 12

2. Article Number *(Transfer from service label)*

7015 0640 0007 9273 1574

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. James Legg
302 Home Ave
Silt CO 81652

9590 9403 0541 5173 6514 16

2. Article Number *(Transfer from service label)*

7015 0640 0006 5583 1724

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Rosanna Legg ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Joanne Fowkes
105 Cardinal Way
Parachute CO 81635

9590 9403 0541 5173 6513 93

2. Article Number *(Transfer from service label)*

7015 0640 0006 5583 1748

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Joanne Fowkes ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 10-7-15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
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- ☐ sured Mail Restricted Delivery
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- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Nu	ParcelNo	OwnerName	In Care Of	Address 2	City
	240912400026	HISEL, PATRICK C & CAROL J		PO BOX 221	MESA
	240912400015	PARACHUTE, TOWN OF		PO BOX 100	PARACHU
	240912441001	PARACHUTE, TOWN OF		PO BOX 100	PARACHU
	240912400061	FOWKES, JOANNE		105 CARDINAL WAY	PARACHU
	240912400057	CARNAHAN, JAMES F REVOCABLE TRUST DATED 2/12/2009		600 CARDINAL WAY	PARACHU
	240912400057	CARNAHAN, JANELL A REVOCABLE TRUST DATED 2/12/2009		600 CARDINAL WAY	PARACHU
	240912400057	CARNAHAN, JAMES F REVOCABLE TRUST DATED 2/12/2009		600 CARDINAL WAY	PARACHU
	240912400057	CARNAHAN, JANELL A REVOCABLE TRUST DATED 2/12/2009		600 CARDINAL WAY	PARACHU
	240912400166	PARACHUTE, TOWN OF		PO BOX 100	PARACHU
	240912400033	M & M VENTURES INC		120 EAST 3RD STREET SUITE A	RIFLE
	240912400010	KNIGHT & DURMAS PROPERTIES LLC		PO BOX 43	WHITEW/
	240912400045	AUSTIN, J ARNOLD & ELIZABETH ANN		103 CARDINAL WAY	PARACHU
	240912400011	WAITE, JOHN A & RUPP, MARJORIE HOLLY		PO BOX 232	PARACHU
	240912439004	HOME SPACE STORAGE LLC	SHEENA BLANKENAGEL	2695 PATTERSON STREET, SUITE 2 #202	GRAND JI
	240912400017	LEGG, JAMES A		302 HOME AVENUE	SILT
	240912439003	HOME SPACE STORAGE LLC	SHEENA BLANKENAGEL	2695 PATTERSON STREET, SUITE 2 #202	GRAND JI
	240912441002	PARACHUTE, TOWN OF		PO BOX 100	PARACHU
	240912400013	WAGNER, JOY A		2015 F 1/4 ROAD	GRAND JI

Town of Parachute
222 Grand Valley Way
PO Box 100
Parachute CO 81635 970-285-7630

Receipt No: 3.032728 Sep 14, 2015

WEST RUN LLC - MARK GERHARD

Previous Balance:	.00
Tax / Licenses & Permits	
Marijuana Licenses	5,000.00
10-32-140	
MARIJUANA LICENSING	
Total:	5,000.00
Check	
Check No: 001	5,000.00
Total Applied:	5,000.00
Change Tendered:	.00

WEST RUN INC
3435 GRAND VALLEY CANAL RD
CLIFTON CO 81520-9712

DATE 9-14-15

PAY TO THE ORDER OF Town of Parachute $ 5000.00

Five Thousand 00/100 DOLLARS Security Features Included. Details on Back.

usbank. All of us serving you®

MEMO Rme Application

MP

⑆102000211⑆ 103682724408⑈ 64

Dear Town of Parachute,

On behalf of Grand Valley High School, we would like to personally thank you for your business's generous contribution of $150 to our school. It is through sponsorship donations that we are able to assist students personally, support school activities, and give back to our community. Your passion, as well as others, towards supporting GVHS has allowed our school to be successful for many years.

Our mission is to provide the best for our students, school, and community. It is because of your help that we are not only able to have success in our goals, but that we are able to further our efforts in achieving even more.

We would like to thank you once again for your generosity; we are very grateful!

Grand Valley Leadership

HIGH COUNTRY
RSVP
RETIRED SENIOR VOLUNTEER PROGRAM
CONNECT AND CONTRIBUTE

September 22, 2015

Town of Parachute
P.O. box 100
Parachute, CO 81635

Dear Town of Parachute Trustees,

We are so thankful for your generous contribution of $1000.00 to High Country RSVP (Retired Senior Volunteer Program).

At RSVP, our programs touch the lives of seniors, low-income, and disabled individuals every day in Parachute and throughout Garfield County. These accomplishments could not be achieved however without your support.

With your funding, you join other municipalities and local foundations that have helped RSVP to continue its tradition of serving these fragile populations through our Medicare Counseling Program, Tax Assistance Program, Helping Hands for Seniors Program, and Driver Safety Classes for 50+. We are proud of the service we give in our direct service programs; but most of all we are proud of the accomplishments of RSVP's senior volunteers as everyday they continue to give back to their communities.

Finally, your funding is a catalyst for us to create partnerships with other community entities and used as valuable leverage when seeking other gifts from funders as we endeavor to meet the needs of numerous individuals in our communities. And for this we are very grateful.

(Please note that the check was made out to Cheryl Cain and that Ms. Cain has not worked with RSVP since 2011. Future contributions can just be made out to High Country RSVP.)

Sincerely,

Patty Daniells

Patty Daniells
Program Director
High Country RSVP

SEP 28 2015 10:58

1402 Blake Avenue
Glenwood Springs, CO 81601
970-947-8462

COLORADO
Department of Local Affairs
Division of Local Government

September 24, 2015

The Honorable Roy McClung, Mayor
Town of Parachute
P.O. Box 100
Parachute, CO 81635

RE: EIAF 08065 - Parachute Land Use Code Update

Dear Mayor McClung:

The Department of Local Affairs is in receipt of your application for state Energy and Mineral Impact Assistance funds. These revenues are derived from oil, gas, carbon dioxide, coal and metals extracted in Colorado.

Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity and readiness to go.

Congratulations! After thorough review, I am excited to offer a grant award in the amount of $35,000. This grant offer is made from federal mineral lease proceeds.

Please contact your DOLA Regional Manager, Elyse Ackerman-Casselberry, at (970) 248-7333 for information on how to proceed. As you know, no state funds or matching funds can be obligated before a grant contract is fully executed. Expenditure of any funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the state. Consult your regional manager prior to expending any funds. Per our program guidelines this offer is valid for one year from the date of this letter.

I wish you success with your project.

Sincerely,

Irv Halter
Executive Director

cc: State Senator Randy Baumgardner
State Representative Bob Rankin
Stuart McArthur, Town Administrator
Elyse Ackerman-Casselberry, DOLA