

**GRAND JUNCTION CANNABIS LICENSING AUTHORITY
MINUTES
October 24, 2022**

I. Call to Order

The meeting was called to order at 9:00 a.m. Those present were Hearing Officer Stephanie Rubinstein, City Attorney John Shaver, Staff Attorney DeLayne Merritt, Principal Planner Nicole Galehouse, and Deputy City Clerk Janet Harrell.

Hearing Officer Rubinstein reviewed the hearing process and confirmed representatives were present for two agenda items.

II. New License Applications

1. Sistem Grand Junction, L.L.C. dba Silver Stem Fine Cannabis 2454 Highway 6 & 50 Unit 101, Grand Junction, CO 81505, Retail and Medical

Appearing

Attorney Adam Foster

Applicant/Owner Stan Zislis

Hearing Officer Rubinstein reviewed the applicant's response to the City's findings report and entered that response as Exhibit 1.

Staff Attorney Merritt stated she and Officer Wright reviewed the response and are satisfied with the applicant's response and have no further concerns.

Hearing Officer Rubinstein asked if anyone present would like to speak regarding the application.

Jennifer Landini, Regional Market President for Bank of the San Juans, 2452 Highway 6 & 50. Ms. Landini testified the bank leases the parking lot directly in front of the proposed licensed premises, and they are currently experiencing parking issues. Her other concern is that proposed licensed premises is located among several stores targeted toward children. In response to questions from the hearing officer, Ms. Landini said the parking spaces are not marked for individual businesses.

Ms. Landini submitted a footprint of the parking area, which Hearing Officer Rubinstein entered as Exhibit A.

Principal Planner Galehouse testified the proposed premises is located within a shopping center, and the parking plan meets the requirements for shopping centers. Designated parking spaces are not a requirement for a shopping center.

Attorney Foster responded the applicant submitted a complete application, meeting all zoning and parking requirements. They have not leased exclusive parking spaces. Having good relations with neighbors is important to the applicant, and if awarded a license, they are happy to maintain open communications with the neighboring businesses.

Hearing Officer Rubinstein ruled the application is complete with Mr. Foster's submittal of the documents (Exhibit 1) in response to the findings. In regard to the parking, she noted she must rule based on the regulations, and there is nothing to preclude the license from being deemed complete. The application may move forward to the randomized selection process. This ruling is final, and any appeal should be made to the 21st Judicial District.

2. Golden Rookie, LLC 605 Grand Avenue, Grand Junction, CO 81501, Retail

Appearing

Applicant/Owner Alaameen Abdool

Property Owner Vicky Sanger

Hearing Officer Rubinstein stated she received the response to the City's findings report and entered the response as Exhibit 1.

Staff Attorney Merritt stated the remaining issue is the legal right to possess the premises. The amended lease indicates a possession date of January 1, 2023, demonstrating the applicant did not have possession of the premises at the time of application.

Ms. Sanger testified she drafted the lease and the applicant did have possession at the time of application. Many repairs are needed, and she does not wish to make them until the applicant has been issued a license. In response to questions from the hearing officer, Ms. Sanger stated someone else is currently occupying the space and is subleasing the premises from the applicant on a month-to-month basis. In response to questions from City Attorney Shaver, Ms. Sanger said there is no minimum to the original lease of January 1, 2023, signed and notarized on the 8th. She was starting the lease on January 1, 2023, as a favor to the applicant in case he wasn't selected for a license. After the applicant contacted her regarding the issue with the lease, she drafted an amendment.

City Attorney Shaver stated the amendment does not indicate it is replacing or amending the original contract.

In response to the City Attorney, Ms. Sanger does not have a lease with the current tenant.

Mr. Abdool gave a brief autobiographical history. He submitted images of the proposed business.

Hearing Officer Rubinstein marked the submission as Exhibit 2.

Staff Attorney Merritt stated she doesn't believe the applicant has sufficiently demonstrated possession of the premises, especially since there is another tenant currently occupying the space.

Ms. Sanger responded to Ms. Merritt stating she drafted the contract to protect the current tenant and the applicant if the applicant is not selected for a license.

Hearing Officer Rubinstein asked if anyone present would like to speak regarding the application. There was no one.

Hearing Officer Rubinstein ruled she had considered the findings report and the exhibits. There are still issues regarding the legal possession of the premises. The applicant has seven days to supplement the record to address the premises issue. Once received, she will issue a written order on the completeness of the application.

3. 81505, LLC dba Lucky Monkey Buds III, 245 South Avenue, Grand Junction, CO 81501, Retail

No Appearance

Staff Attorney Merritt noted the applicant did not pick up the public notice, nor was the proposed premises properly posted. Officer Wright visited the proposed location between October 10 – 23, 2022, and confirmed there was no posting.

Deputy City Clerk Harrell testified an email was sent to the applicant regarding the hearing (attached).

Hearing Officer Rubinstein ruled the application incomplete and not legally posted for the hearing. The application is not eligible for the randomized selection process.

III. Other Business

There was none.

IV. Adjournment

The meeting adjourned at 9:39 a.m.

July 29, 2022

VIA EMAIL TO travisw@gjcity.org

Travis Wright
Marijuana Compliance Officer
Grand Junction Police Department
555 Ute Avenue, Grand Junction, CO 81501

Re: Clarification on application business affiliations

Dear Mr. Wright,

In response to your email from July 26, 2022, we wanted to provide clarification regarding the businesses you identified as omitted by Messrs. Zislis, Kaminer, Thomas, and Feygin.

The applicants did not intentionally omit or attempt to withhold any required information requested in the application materials. Rather, they misunderstood the application to request "all locations where you have had a professional, occupational, business or sales tax license, where you have owned and/or operated a business and the name of your business(es)", (See page 2 of 9 of the City of Grand Junction Addendum to DR 8557). Thus, the applicants misunderstood the disclosure requirement to be limited to businesses which held professional, occupational, business or sales tax licenses, and which they also owned and operated.

For example, for Optimum LTD, Mr. Zislis has only ever acted as registered agent and has no ownership interest to disclose. Also, Great West Development Inc. and Continental Transportation Network, Incorporated, were disclosed elsewhere in the application materials under "Civil Actions". The applicants also disclosed their personal professional licenses affiliated with certain entities. For further explanation, please see attached **Exhibit A**.

Thank you for the opportunity to provide clarification. Please let us know if you have any follow up questions or requests.

Very truly yours,

Rachel K. Gillette
Partner
of Holland & Hart LLP

y

EXHIBIT 1

EXHIBIT A

Company	Explanation
CTS Construction, Inc.	Active/no current ownership/no licenses required
JLV Consulting, Inc.	Active/no licenses required
Peak Environmental Consulting, Inc.	Active/no licenses required by the company/Mr. Thomas holds a professional license (disclosed).
Horesetooth Holdings, LLC	Dissolved/Real estate holding company/no license required
Umatilla Project LLC	Real Estate Holding Company/No license required
Denscan Inc.	Inactive/no license required
At Home Assistance, Inc.	Dissolved (Research for a potential home care business)/No licensure required
Optimum LTD	Stan Zislis is only a registered agent, no ownership interest held
S. Zislis Trading, Inc.	Inactive/Used for payroll of trucking company/no licensure/did not conduct any business
Cherokee Santa Fe LLC	Dissolved/Business was never operational
Russian Post/ Russian Post Inc.	Inactive/ no licenses/Community Newspaper/B2B only
Great West Development Inc.	Inactive/Construction Company/Stan Zislis was the construction supervisor (license held by the individual, not the company).
Continental Transportation Network, Incorporated	Inactive/Trucking company/Mr. Zislis and Mr. Kamner were owners/held a USDOT/PUC/MC license (company ceased operations in 2010)
SOM International, Incorporated	Inactive/Mr. Kamner was a registered agent only/No ownership
NEVA, Inc.	Inactive/Used for payroll of trucking company/no licensure/did not conduct any business
KTZ Holdings Inc.	Active/IP Holding Company/owns the trademark and tradename for Silver Stem Fine Cannabis/No licenses



C. Adam Foster, Esq.
Chief Legal Officer e-mail: adamf@silverstemcannabis.com

Grand Junction City Clerk's Office
Attn: Stephanie Rubinstein, Esq. (Hearing Officer)
Via email to cityclerk@gjcity.org

October 20, 2022

Re: Sistem GJ Response to Review and Findings Report

Dear Ms. Rubinstein

I am in-house legal counsel for retail and medical cannabis store license applicant Sistem Grand Junction LLC ("**Sistem GJ**"). I write to provide a response to the October 13, 2022 Review and Findings Report submitted by City Manager Greg Caton (the "**Report**"). I respectfully ask that this Response be included in the written materials for Sistem GJ's licensing hearing scheduled for **October 24, 2022**.

At page 2 of the Report, Mr. Caton wrote:

The Applicant failed to disclose the following information as part of the Findings of Suitability:

1. Stanislav Zislis failed to disclose a criminal summons for an animal violation or provide a Court disposition. Grand Junction Police Department obtained a disposition that the case was dismissed.
2. Stanislav Zislis failed to disclose that he is the registered agent for six other business licenses.
3. Igor Kaminer failed to disclose that he is the registered agent for four other business licenses.
4. James Thomas failed to disclose that he is the registered agent for two other business licenses.
5. Vladislav Feygin failed to disclose that he was the Chief Executive Officer for two other businesses.

This Response provides clarification regarding disclosure of the above-referenced ownership interests and the animal violation.

Business Ownership Interests

On July 29, 2022 Sistem GJ's outside counsel, Rachel K. Gillette with Holland & Hart, submitted the attached Clarification on Application Business Affiliations to Officer Travis



C. Adam Foster, Esq.
Chief Legal Officer e-mail: adamf@silverstemcannabis.com

Wright, which is incorporated herein by reference. Page 2 of 9 of the City of Grand Junction Addendum to DR 8557 requested disclosure of "all locations where you have had a professional, occupational, business or sales tax license, where you have owned and/or operated a business and the name of your business(es) ..." Sistem GJ read this language as requiring disclosure of i) businesses the applicant owned, where ii) a business or professional license was required. I respectfully note that the disclosure form contained a column for business license types, which seems consistent with reading the relevant language as requiring both ownership and licensing to trigger the disclosure requirement.

I also respectfully note that C.R.S. § 7-90-701, which sets forth the requirements for acting as the registered agent of a Colorado entity, does not require the registered agent to be an owner or officer of the entity, or to possess any type of license in order to act as a registered agent. Thus, the fact that an individual acted as a registered agent of an entity would not, standing alone, appear to require disclosure under the language quoted above from page 2 of the application.¹

With that being said, we now understand that the City intended the question to cover broader disclosures than Applicants initially understood. Ms. Gillette promptly provided the July 29, 2022 Clarification as soon as Sistem GJ became aware of this issue. As Ms. Gillette noted, in Exhibit A to her July 29, 2022 Clarification letter, Applicants did also disclose various personal professional licenses in the application packet. Thus, Sistem GJ respectfully contends that it made initial disclosures based on a reasonable reading of the pertinent application language, and notes that it promptly supplemented its disclosures as soon as it became aware that its initial understanding was incorrect.

Animal Violation

In 2002 Stan Zislis's dog tunneled under the fence in his backyard and got out into the neighborhood. The dog did not cause any property damage or hurt anyone, but when it was recovered Mr. Zislis received an animal at large ticket. The municipal prosecutor

¹ Importantly, the City of Grand Junction Regulated Cannabis Code ("Code") does not require disclosure of a registered agent. Rather, the Code requires disclosure of individuals or entities with either a direct or an indirect financial interest in the cannabis business seeking licensure. *Id.* §§ 5.13.016(e)(4), (5), (7). Applicants have met this requirement.



C. Adam Foster, Esq.
Chief Legal Officer e-mail: adamf@silverstemcannabis.com

voluntarily dismissed this citation and, as noted in the Report, the Grand Junction Police Department has confirmed dismissal.

Although Mr. Zislis now understands that this ticket technically did involve a criminal citation there was no arrest or discipline imposed and the municipal prosecutor dismissed the case. The ticket was approximately 20 years old and Mr. Zislis simply did not recall it at the time that we completed the local licensing application, nor did the ticket come up when we performed internal due diligence, including a CBI criminal history check, prior to submitting the local application.² Mr. Zislis sincerely apologizes for this oversight.

Conclusion

Applicants made a good faith effort to provide full disclosures consistent with their reasonable understanding of controlling requirements. Thus, Sistem GJ respectfully asks the hearing officer to hold that there has not been any material failure to meet the requirements of GJMC Titles 3, 5, 21, and 27 for a Regulated Cannabis Business that would constitute good cause for denial of the application under these circumstances.

Sincerely,

A handwritten signature in blue ink that reads "Adam Foster".

C. Adam Foster, Esq.

² In terms of the specific language of the Code, Section 5.13.016(e)(7) states that "the applicant must provide affirmation in writing that the applicant officers, directors, other owners, any person having a direct or indirect financial interest in the business, and agents or employees of the applicant are of good moral character considering the factors in the Colorado Marijuana Code, this chapter, and rules and regulations adopted pursuant thereto; have no felony convictions in the last five years, no drug related local ordinance, petty offense or misdemeanor convictions in the last five years, and no drug related felony convictions." Applicants clearly meet these requirements.

July 29, 2022

VIA EMAIL TO travisw@gjcity.org

Travis Wright
Marijuana Compliance Officer
Grand Junction Police Department
555 Ute Avenue, Grand Junction, CO 81501

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Rachel K. Gillette
Partner
of Holland & Hart LLP

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COUNTY COURT, ARAPAHOE COUNTY-LITTLETON, COLORADO

Court Address: 1790 West Littleton Blvd

Littleton, CO 80120
Phone Number: 303-645-6600

^ COURT USE ONLY ^

Case Number: 2002M 100092

The People of the State of Colorado
vs.
ZISLIS, STANISLAV

Division: A1

SENTENCE ORDER

Defendant: ZISLIS, STANISLAV
Count
1 A92-1.05B - dog at large

Date of Birth [REDACTED]
Class Plea
PO2

Finding
Dism by DA

ASSESSED FINES & COSTS
TOTAL

\$.00

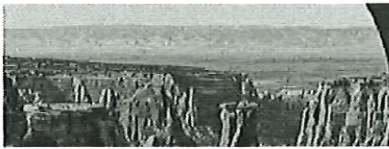
FELDMAN, ETHAN DAVID
Judge/Magistrate

2022-08-05
Date

ZISLIS, STANISLAV
Defendant

2022-08-05
Date

*****NOTICE*****
Following this hearing you are to present this form to the Clerk's Office for payment. Payment is due by the end of business on your Court Date. Pursuant to §16-11-101.6, C.R.S., if the Defendant does not pay all amounts assessed at the time of order, the Defendant shall pay an additional time payment fee. In addition, the Defendant may be assessed a late penalty fee each time payment is not received on or before the due date.



MESA COUNTY

Monuments • Mesas • Memories

Mesa County Assessor - Real Property Public Information Retrieval

Ken Brownlee, Assessor

Dateview Updated: 10/24/2022

[Printer Friendly](#) [Back to Search](#)

Select Other Map ▼

Property Information (Report Date: 10/24/2022)

Parcel Number: 2945-091-05-011
 Account Number: R056952
Property Use: Commercial
 Location Address: 2452 HIGHWAY 6 AND 50
 GRAND JUNCTION, CO 81505
 Mailing Address: 49 COMMONS LOOP
 KALISPELL, MT 59901
 Owner Name: GLACIER BANK
 c/o TAX DEPARTMENT-ANNA STITT
 Joint Owner Name:
 Neighborhood: AREA 15 SPEC PURPOSE
 (223015.00CM)
 Associated Parcel: N/A
 Approx. Latitude: 39.087600
 Approx. Longitude: -108.598151



Date of Aerial Photo: 2019 & 2022

[TAC \(Tax Area Code\) Book](#)

[Manufactured Homes Purging Titles/Classifying to Real Property](#)

[Real Property Valuation F.A.Q.'s](#)

Legal Description

LOT 2 SAWTELLE SUBDIVISION NO TWO SEC 9 1S 1W

Tax Information

Year	Property Code	Improvements (Actual)	Land (Actual)	Total (Actual)	Improvements (Assessed)	Land (Assessed)	Total (Assessed)	TAC Code	Mill Levy/1000	Water Assessment	Property Tax & Water
2022	2130_2230	\$721,100	\$501,810	\$1,222,910	\$209,120	\$145,520	\$354,640	10301	0.0703058	\$0.00	*\$24,933.24
2021	2130_2230	\$721,100	\$501,810	\$1,222,910	\$209,120	\$145,520	\$354,640	10301	0.0703058	\$0.00	\$24,933.24
2020	2130_2230	\$751,440	\$501,810	\$1,253,250	\$217,920	\$145,520	\$363,440	10301	0.0687050	\$0.00	\$24,970.16

*Current estimated tax is using previous year's Mill Levy (Mill Levy determined in December of current year)

For tax bill [Click Here](#)

Taxing Authority Detail

Year	Agency Name	Agency Abbrev.	TAC Code	Mill Levy	Total (Assessed)	Tax Per Agency
2022	CITY OF GRAND JUNCTION	GRJCT	10301	8.0000	\$354,640	\$2,837.12
2022	COLORADO RIVER WATER CONSERVANCY	COLRW	10301	0.5010	\$354,640	\$177.67
2022	COUNTY - DEVELOP DISABLED	MCCCB	10301	0.2570	\$354,640	\$91.14
2022	COUNTY CAPITAL EXPEND (INACTIVE)	MCCAP	10301	0.0000	\$354,640	\$0.00
2022	COUNTY GENERAL FUND	MCGF	10301	9.7880	\$354,640	\$3,471.22
2022	COUNTY LEASE-PURCHASE JAIL (INACTIVE)	MCLP	10301	0.0000	\$354,640	\$0.00
2022	COUNTY ROAD & BRIDGE-1/2 LEVY	MCRBS	10301	0.0113	\$354,640	\$4.01
2022	COUNTY TRANSLATOR TV FUND	MCTV	10301	0.0280	\$354,640	\$9.93
2022	GRAND RIVER MOSQUITO CTRL	GRMCD	10301	1.3210	\$354,640	\$468.48
2022	GRAND VALLEY DRAINAGE DIST	GVDD	10301	1.8150	\$354,640	\$643.67
2022	LIBRARY DISTRICT	LIBR	10301	3.0430	\$354,640	\$1,079.17
2022	MESA CNTY ROAD & BRIDGE-GRAND JCT	GJRB	10301	0.0105	\$354,640	\$3.72
2022	MESA COUNTY	MCCNT	10301	0.0000	\$354,640	\$0.00
2022	SCHOOL DIST# 51 2004 OVERID	SD51O06	10301	1.8970	\$354,640	\$672.75
2022	SCHOOL DIST# 51 2017 OVERRIDE	SD51O_17	10301	3.0820	\$354,640	\$1,093.00
2022	SCHOOL DIST# 51 BOND	SD51B	10301	11.0280	\$354,640	\$3,910.97
2022	SCHOOL DIST# 51 GENERAL	SD51	10301	25.3050	\$354,640	\$8,974.17
2022	SCHOOL DIST# 51 OVERRIDE 96	SD51O	10301	2.5330	\$354,640	\$898.30
2022	SOCIAL SERVICES	MCSS	10301	1.6860	\$354,640	\$597.92
2022	UTE WATER CONSERVANCY	UTE	10301	0.0000	\$354,640	\$0.00

EXHIBIT A

RE: General Conditions applicable to approval of any application

Golden Rookie LLC has agreed to:

1. Keep a complete set of records (GJMC 5.13.037)
2. Allow the premises to be open to audits, examinations and inspections (GJMC 5.13.038)
3. Golden Rookie LLC shall remit sales and use tax pursuant to GJMC 5.13.042 & GJMC 3.16 et. Seq.
4. Golden Rookie LLC will apply for renewal of license at least 45 days prior to expiration of license

A handwritten signature in black ink, appearing to be the initials 'AR' or similar, written in a cursive style.

EXHIBIT 1

RE: Landlord/property owner statement

As the owner of the property 605 Grand Avenue, I am authorized to commitment to and perform all system modifications which may be required to meet all MED building requirements. I have committed to perform any and all structural requirements for this building at my costs. I have attached a current financial statement as proof of my financial ability to make all necessary upgrades necessary.



Vicki Sanger

Sept -30- 2022



HOME LOAN
STATE BANK

PERSONAL FINANCIAL STATEMENT

as of Sept-30, 2020

SECTION 1 - INDIVIDUAL INFORMATION

Name: <u>Vicki Sanger</u>	Business Name/Employer: <u>self employed</u>
Residence Address: [REDACTED]	Business Address: <u>same as residence</u>
City, State & Zip: <u>Grand Junction CO 81507</u>	City, State & Zip: <u>G.J. CO 81507</u>
Since: <u>2013</u>	Since: <u>2000</u>
Residence Phone: <u>(970) 712-1503</u>	Business Phone: <u>(970) 712-1503</u>

INCOME AND EXPENSES FOR CURRENT YEAR

Salaries, Wages, Commissions and Bonuses	\$ [REDACTED]	Interest Paid	\$ [REDACTED]
Interest and Dividends	\$ [REDACTED]	Rent Paid	\$ [REDACTED]
Business and/or Partnership Income	\$ [REDACTED]	Federal and State Income Taxes	\$ [REDACTED]
Real Estate Income - Rentals, etc...	\$ [REDACTED]	Other Taxes	\$ [REDACTED]
Other Income* (Alimony or child support payments need not be revealed unless it is desired to have such payments counted toward total income.) <u>Grat this year was [REDACTED]</u>	\$ [REDACTED]	Alimony, Child Support, and Separate Maintenance Paid	\$ [REDACTED]
TOTAL	\$ [REDACTED]	TOTAL	\$ [REDACTED]

CONTINGENT LIABILITIES

PERSONAL INFORMATION:

As Endorser or Co-Maker	\$ [REDACTED]	Do you have a will? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If so, name of executor:
Legal Claims & Judgments	\$ [REDACTED]	Are you a partner or officer in any other venture? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If so, describe:
Provisions for Federal Income Tax	\$ [REDACTED]	Have you ever been declared bankrupt in the last 10 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If yes, explain when and reason:
Other Special Debt	\$ [REDACTED]	Are you a defendant in any suit or legal action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If yes, please explain:

SECTION 3 - STATEMENT OF FINANCIAL CONDITION

ASSETS	(Omit Cents)	LIABILITIES	(Omit Cents)
Cash on hand & in Banks (See Schedule A)	\$	Accounts Payable	\$
Notes and Loans Receivable (See Schedule B)	\$	Credit Cards Payable	\$
Stocks and Bonds - Marketable (See Schedule C)	\$	Unsecured Loans Payable	\$
Other Stocks and Bonds (See Schedule C)	\$	Secured Loans Payable - Vehicle, etc...	\$
Real Estate Owned (See Schedule D)	\$	Real Estate Secured Loans (See Schedule D)	\$
Cash surrender value of life insurance (See Schedule E)	\$	Life Insurance Loans (See Schedule E)	\$
IRA or other Retirement Accounts	\$	Unpaid Taxes Due - Federal, State, Local	\$
Net Worth of Business (Attach Financial Statement)	\$	Other Liabilities	\$
Vehicles and other personal property (See Schedule F)	\$	Total Liabilities	\$
Other Assets (See Schedule G)	\$	Net Worth (TA-TL)	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES & NET WORTH	\$

SCHEDULE A - CASH ON HAND & IN BANKS:

NAME OF FINANCIAL INSTITUTION	ACCOUNT HOLDER(S)	ACCOUNT NO.	ACCOUNT TYPE	APPROX. BAL.	PLEGDED
[REDACTED]					

SCHEDULE B - NOTES AND LOANS RECEIVABLE:

ORIGINAL AMOUNT	DUE FROM	BALANCE OWING	PMT. SCHEDULE	MATURITY	COLLATERAL
\$		\$			
\$		\$			
\$		\$			
\$		\$			

SCHEDULE C - STOCKS AND BONDS & OTHER MARKETABLE SECURITIES:

NO. OF SHARES OR FACE VALUE OF (BONDS)	DESCRIPTION	IN NAME OF:	PLEGDED	VALUE PER SHARE	TOTAL
N/A			<input type="checkbox"/> Y <input type="checkbox"/> N	\$	\$
			<input type="checkbox"/> Y <input type="checkbox"/> N	\$	\$
			<input type="checkbox"/> Y <input type="checkbox"/> N	\$	\$
			<input type="checkbox"/> Y <input type="checkbox"/> N	\$	\$

SCHEDULE D - REAL ESTATE OWNED: (i.e. primary residence, investment properties, mobile homes, etc...)

ADDRESS & TYPE OF PROPERTY	DATE ACQUIRED	ORIGINAL COST	MO. PAYMENT	MO. INCOME (IF RENTAL)	MORTGAGE BALANCE	MARKET VALUE
[REDACTED]						

SCHEDULE E - LIFE INSURANCE

NAME OF INSURANCE COMPANY	OWNER OF POLICY	BENEFICIARY	FACE AMOUNT	POLICY LOANS	CASH SURRENDER VALUE
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

SCHEDULE F - VEHICLES & OTHER PERSONAL PROPERTY: (i.e. autos, recreational vehicles, boats, household goods, etc...)

DESCRIPTION	EST. VALUE	SUBJECT TO DEBT	CREDITOR NAME	MO. PAYMENT	CURRENT BAL.

SCHEDULE G - OTHER ASSETS:

DESCRIPTION	EST. VALUE	SUBJECT TO DEBT	CREDITOR NAME	MO. PAYMENT	CURRENT BAL.
	\$	<input type="checkbox"/> Y <input type="checkbox"/> N		\$	\$

CUSTOMER DECLARATIONS:

Federal Income Taxes Settled Through Year 20 21.

Applicant(1) _____ Co-Applicant(2) _____

Are you a U.S. Citizen? YES NO YES NO

If no, are you a resident alien? YES NO YES NO

(1) Country of Citizenship: USA

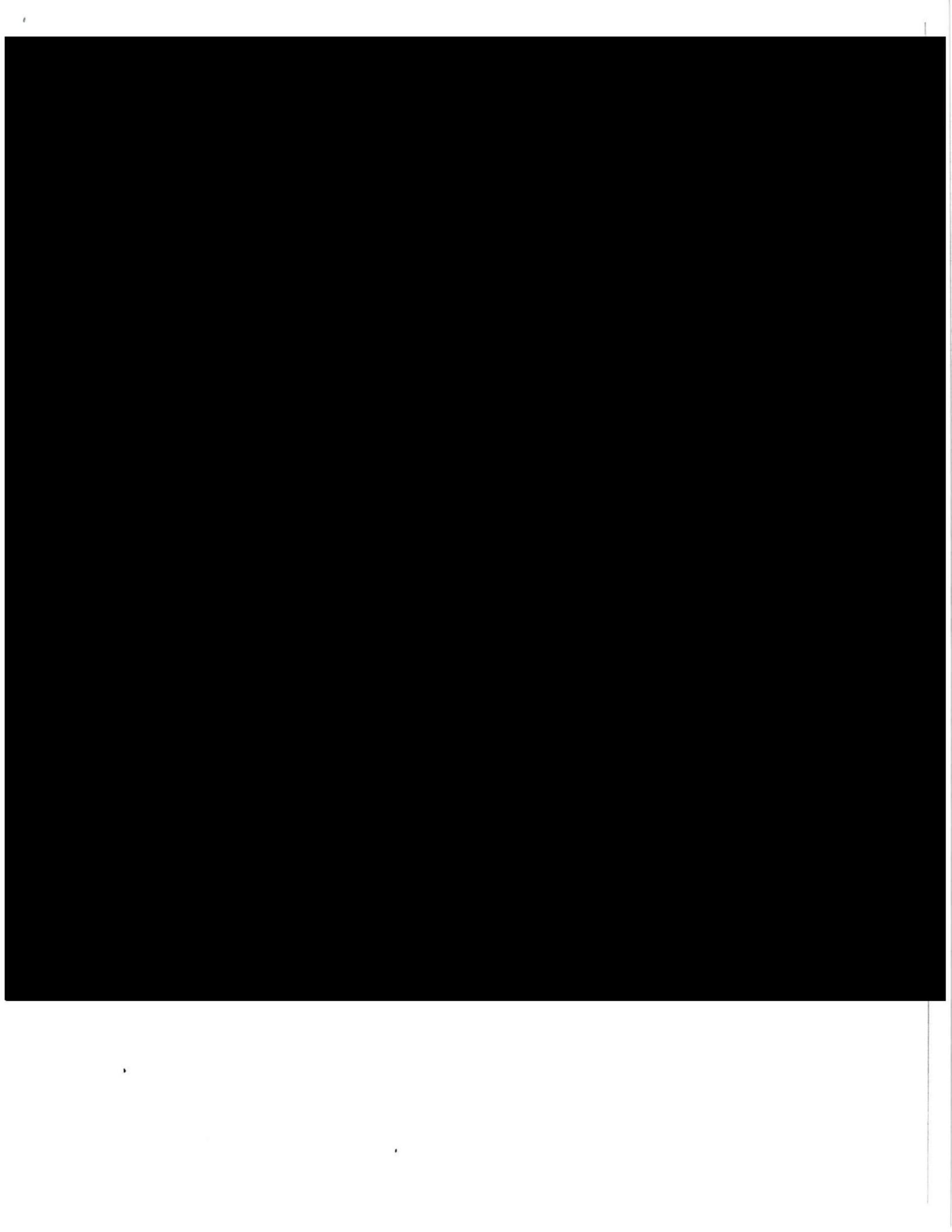
(2) Country of Citizenship: USA

X [Signature]
Signature _____ Date _____

Social Security #: [Redacted]

Date of Birth: [Redacted]





RE: MED Rule 3-1010

Golden Rookie LLC will be in compliance to ensure that all packaging will include child resistance, opacity and labeling to meet all requirements outlined by Section 1 CCR 212-3-3-1010. Labeling requirements font sizes to require labeling text on the container and any marketing layer must be no smaller than 1/16 of an inch.

Labels shall not be designed to appeal to children. No content on the container or the marketing that would appear to target individuals under the age of 21. No cartoons or any similar images will be used by Golden Rookie in any way.

Labels on the container or marketing will not include any misleading or false statements.

There will be no trademark infringement.

No label on containers or marketing will make any health or physical benefit claims

English language will be clearly printed on all containers and marketing.

All labeling and text on containers and marketing must be unobstructed.

No words of cany will be on any labeling or marketing

Golden Rookie LLC will maintain a copy of the certificate showing that each child-resistant container into which the licensee places regulated marijuana is child-resistant and complies with the requirements of 16 C.F.R. 1700.15 (1995) and 16 C.F.R. 1700.20 (1995) in accordance with the requirements of Rule 3-905(A).

All containers and marketing will have a label with all information required by 3-1000 series rules.

Note: Golden Rookie is extremely aware of the responsibility of dispensary owners to do everything possible to protect children. Golden Rookie took careful consideration of this by doing things above and beyond all other dispensaries in relation to this. I feel its our duty as owners to run a successful business but at the same time do my part to promote a healthy environment that discourages marijuana use among underage individuals. An example of this was the name chosen for this company. As you can see the name "Golden Rookie" makes no mention of marijuana. The name does not imply marijuana in any way. This was done intentionally in order to do my part to not desensitize the youth of our community. I will market to my adult clients without having kids seeing marijuana associated words on every street corner. You can see with other applicants such as Kush Garden Cannabis, High Colorado, Grand Junction Greenery, The green horizon, Buds, Happy Camper Cannabis, Pure fire Cannabis, Local Joint , The Green Joint, Cannabis Junction, Western Colorado Dispensary, Colorado Cannabis, Weedery, etc - Kids see these names as they drive by buildings. Subconsciously it conditions them to accept marijuana use. I feel it's each owners responsibility to do whatever we can to stay knowledgeable on current research showing the effects of underage use and working on a day to day basis to produce a good outcome to the Grand Junction community, not a bad contribution.

A handwritten signature in black ink, appearing to be the initials 'AR' or similar, located at the bottom left of the page.

RE: MED Rule 3-205(D)

Clarification has been made to the floor plan that shows clear identification of the limited access areas and restricted areas. The confusion came as when I used the word "public and private" my definition of those were being used in different context. In order to remove any confusion, we have changed our room labels to match Mr. Wrights verbiage.

Our floorplan not using any reflecting walls or partitions.

Added to the floorplan is arrows to show a contiguous directional flow of customers. The entire building will only have three rooms to which customers can enter (lobby, POS room and restroom). They enter directly to the lobby from outside, from there they will enter the point of sale room escorted by a person licensed by the state authority.

A handwritten signature in black ink, appearing to be the initials 'AR' or similar, located below the text.

RE: MED 6-110(B)

ID Checks

Golden Rookie will meet all requirements in relation to ID Checks. Identifications will be checked for entry into the lobby in addition to a second check prior to initiating the transfer of marijuana at the point of sale. This has been added to the floorplan along with showing the desks in the lobby and the desk at the point of sale.

A handwritten signature in black ink, appearing to be the initials 'AR' or similar, located below the main text block.

RE: MED Rule 3-225(D)(1)

The surveillance room is limited access. On the original floor plan that was submitted it was titled IT/security. However, in the revised floorplan it is listed as surveillance room/ limited access in order to avoid any confusions.

A handwritten signature in black ink, appearing to be the initials 'A' followed by a stylized flourish.

- Unfin Open Porch(UOP) = 136 sq.ft.

Building ID	R064370COM1.1661885078268	Heat Fuel:	GAS
Model Description:	Commercial	Heated SQ. FT.:	1590
Building Use:	OFFICES (2220)	Air Conditioning:	ROOF TOP AIR
Units:	1	Frame:	WOOD FRAME
Arch Desc:	CONVERTED RESI	Interior Wall:	PLASTER
Quality:	Average	Exterior Wall:	ALUM/VINYL SID
Actual Year Built:	1905	Roof Cover:	ASPH/COMP SHNGL
Effective Year Built:	2000	Roof Structure:	GABLE OR HIP
Rooms:	N/A	Style:	COMMERCIAL INDUSTRIAL
Bedrooms:	N/A	Stories:	1
Bathrooms:	Commercial-No Bath	Comm. Wall Height:	10
Heat Type:	FORCED AIR HEAT	Comm. Fixtures:	3

There are no Miscellaneous items associated with this record

Historical Information

[Property Card](#) [History Card](#) [Permits](#)

RE: MED Rule 3-220(A)(1) and MED Rule 3-225(E)(1)

I am including in this package a quote from Superior Alarm Inc. I am working with Bruce Hill on this project and have had extensive conversations with him in relation to the alarm and surveillance needs of this property. He has been brought up to speed of the city requirements that require, in part, coverage for all Limited Access Areas, Restricted Access Areas, point of sale that captures facial features with sufficient clarity to determine identity, security rooms, all entrances and exits from both indoor and outdoor vantage points that can identify activity within 20 feet in any lighting conditions. Coverage in each location where weighing and packaging occur and at least one camera that is dedicated to record the access points to the secured surveillance recording area. These security cameras will monitor and record all areas of the premises except for the restroom. It has been relayed to Mr. Hill that the gauge that will be utilized during on-site inspections will be that of, one should be able to stand anywhere in the building, including activity within 20 feet in any lighting conditions. Coverage in each location where weighing and packaging occur and at least one camera that is dedicated to record the access points to the secured surveillance recording area. These security cameras will monitor and record all areas of the premises with the exception of the restroom. It has been relayed to Mr. Hill that the gauge that will be utilized during on-site inspections will be that no one should be able to stand anywhere in the building, including stairwells and closets with doors open or closed and not be seen by surveillance video.

Superior Alarm has provided a quote of \$12,099.00 for [REDACTED]. This quote has been itemized in order to easily view the costs per camera. This is beneficial in financial planning in case any additional cameras are to be added at time of installation in order to insure the above MED Rule 3-225 is met without question.

I need to address a comment that was made on Travis Wright's review. On the original floorplan a comment was made that the owner of Golden Rookie LLC, Alaameen Abdool [REDACTED]. This allows for constant security watch. Mr. Wright comment said that the use of motion detector video after hours in accordance with MED Rule 3-225(E)(1) permits the use of motion detection only after a licensee can demonstrate that monitored activities are adequately recorded. I must clarify that is exactly my intent. All video surveillance and recording is handled by Superior Alarm. Any eyes on the property from the owner is just above and beyond security. The owner will be notified by phone of any motion on the property. However the property itself in its entirety is being continuously recorded by Superior Alarm.

Alaameen Abdool



Superior Alarm, Inc.

Quotation

Bruce L. Hill

260 Colorado Ave
 Grand Junction, CO 81501
 Phone 970-245-0962 Fax 970-243-1356

Quotation For:
 Golden Rookie
 605 Grand Ave.
 Grand Junction, CO 81501

CCTV

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
		With In 30 Days			On Account

QUANTITY	DESCRIPTION	UNIT PRICE	T	AMOUNT
1		\$ 4,775.00		4,775.00
12		189.00		2,268.00
4		218.00		872.00
1		184.00		184.00
40		100.00		4,000.00

SUBTOTAL	\$ 12,099.00
TAX RATE	8.52%
SALES TAX	-
Other	-
TOTAL	\$ 12,099.00

Superior Alarm, Inc.

Quotation

Bruce L. Hill

260 Colorado Ave
 Grand Junction, CO 81501
 Phone 970-245-0962 Fax 970-243-1356

Quotation For:
 Golden Rookie
 605 Grand Ave.
 Grand Junction, CO 81501

Alarm System

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
		With In 30 Days			On Account

QUANTITY	DESCRIPTION	UNIT PRICE	T	AMOUNT
1				
2				
4				
1				
1		375.00	T	375.00

SUBTOTAL	\$ 375.00
TAX RATE	8.52%
SALES TAX	31.95
Other	-
TOTAL	\$ 406.95

Mr. Wright

Please find the attached attachments to Golden Rookie LLC. If you have any questions on any of this material, please feel free to contact me for any further information you may need.

Thank you,

A handwritten signature in black ink, appearing to read 'Aa' with a flourish.

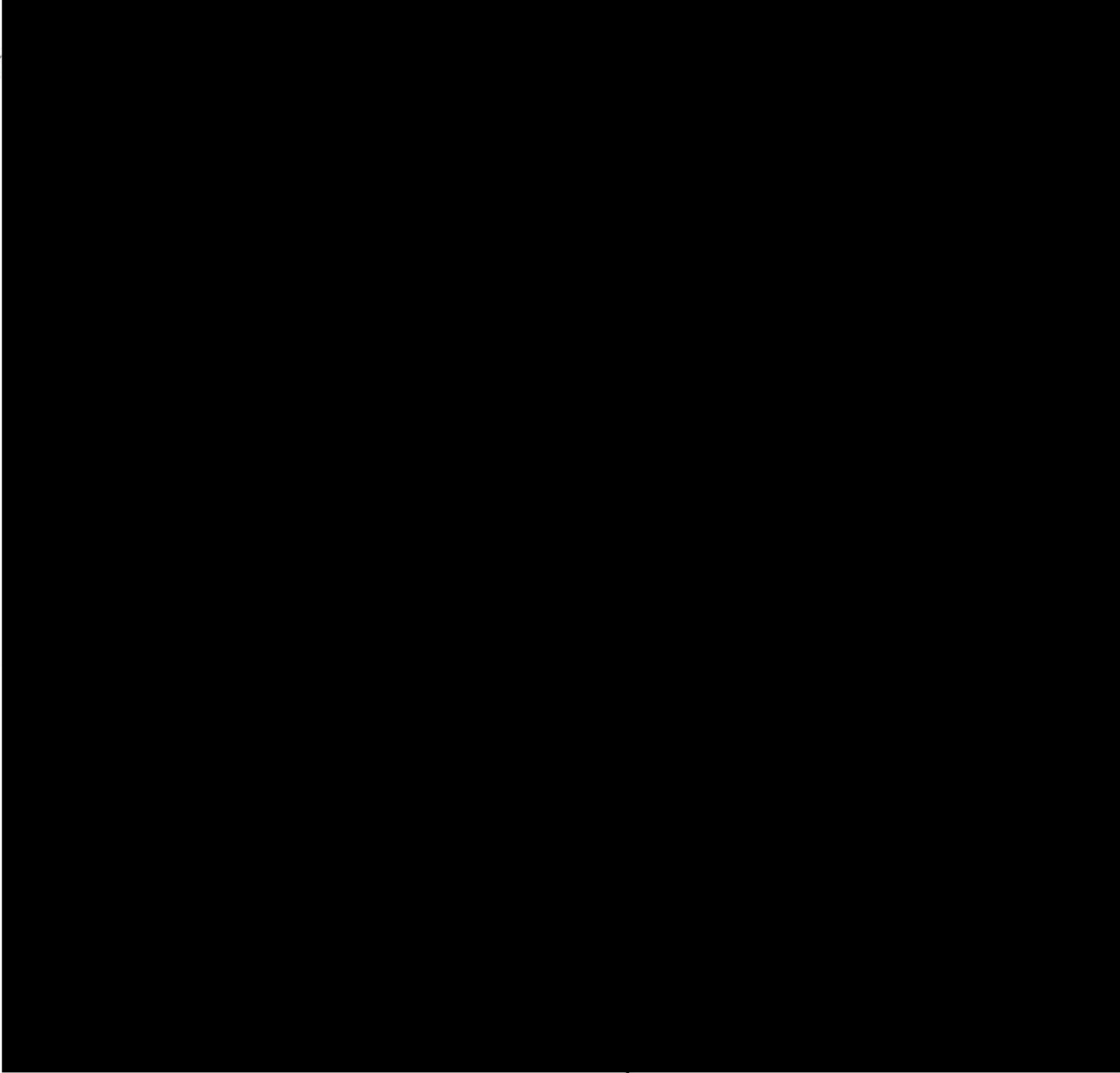
Alaameen Abdool

RE: Second page of the City's addendum

I am not quite sure why the second page is missing in the findings, as all pages were signed in front of a notary on 6/8/2022. However, since the information has now changed, I have signed a new page 2 with the newly added civil litigation information supplemental sheet and court documents.

Alaameen Abdool

A handwritten signature in black ink, appearing to be 'Alaameen Abdool', written in a cursive style.





(Signature)

10 / 7 / 22

(Date)

RE: Civil Case

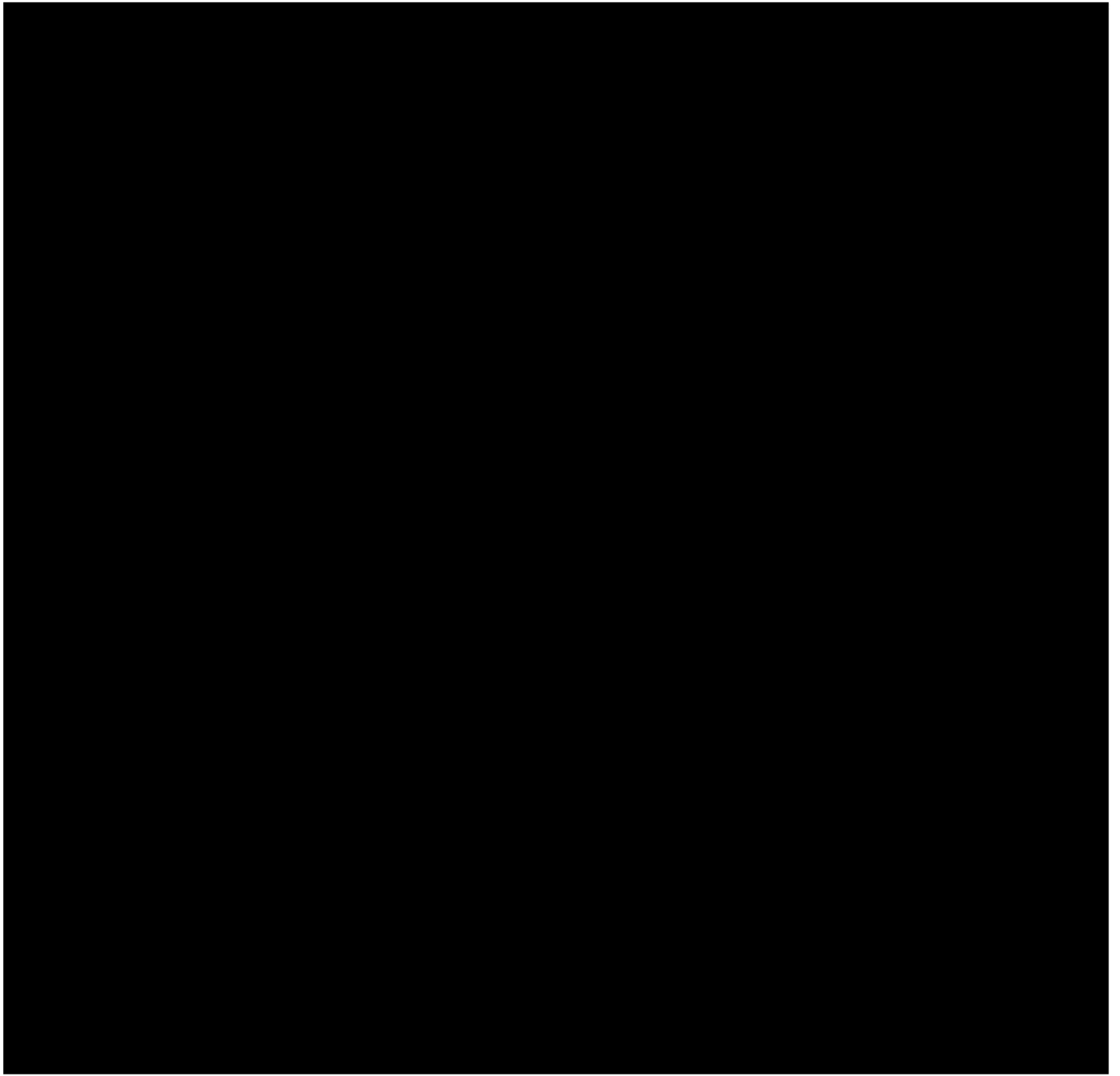
Additional information needs to be given in regard to the question on page two of the addendum to DR 8557, Natural person suitability application about civil lawsuits. At the time of application, I answered 'no' to the question. I had never been involved in any civil litigation at the time. However, since the application was made I am now involved in a civil litigation. Capital One/Equifax incorrectly reported a negative item on my credit report. This incorrect reporting harmed my credit as well as my credit scores which would remove my ability to qualify for a mortgage loan or obtain business loans. Extensive work was completed in an attempt to get the creditors and reporting agency to rectify their error. I then had to take both Capital One/Equifax to court in order to get them to remove the error from my credit history. Through this process, Capital One agreed to remove the error and paid \$4,000 in damages to cover any costs, court fees, and attorney fees that were caused to me, the Plaintiff in this case. I have supplied to you the final court document dismissal with prejudice along with the settlement agreement. Equifax suit was filed and I have supplied you with the court documentation. Equifax is also in the process of a settlement deletion via conversation. Once that civil suit has been completed similar to the Capital One, I will provide the follow up documentation.

Alaameen Abdool

A handwritten signature in black ink, appearing to be the name 'Alaameen Abdool', written in a cursive style.



**REGULATED CANNABIS BUSINESS LICENSE
ADDENDUM TO DR 8557 – NATURAL PERSON SUITABILITY APPLICATION**



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALAAMEEN ABDOOL,

Plaintiff,

v.

CAPITAL ONE BANK USA; EXPERJAN, LLC,

Defendants.

Case No: 1:21-cv-04072-KAM-MMH

STIPULATION AND ORDER OF
DISMISSAL WITH PREJUDICE


IT IS HEREBY STIPULATED AND AGREED, by and between *pro se* plaintiff Alaameen Abdool and counsel for Defendant Capital One Bank (USA), N.A. ("Capital One"), erroneously named herein as "Capital One Bank USA," that this action is hereby dismissed with prejudice as to Capital One only without costs or fees to either party. This Stipulation may be executed in counterparts and a copy of the signatures on this Stipulation serve the same purposes as an original signature.

Dated: July 22, 2022



Philip A. Goldstein, Esq.
pagoldstein@mcguirewoods.com
McGuireWoods LLP
1251 Avenue of the Americas, 20th Fl.
New York, New York 10020
(212) 548-2100
Attorneys for Capital One

Dated: July 21, 2022



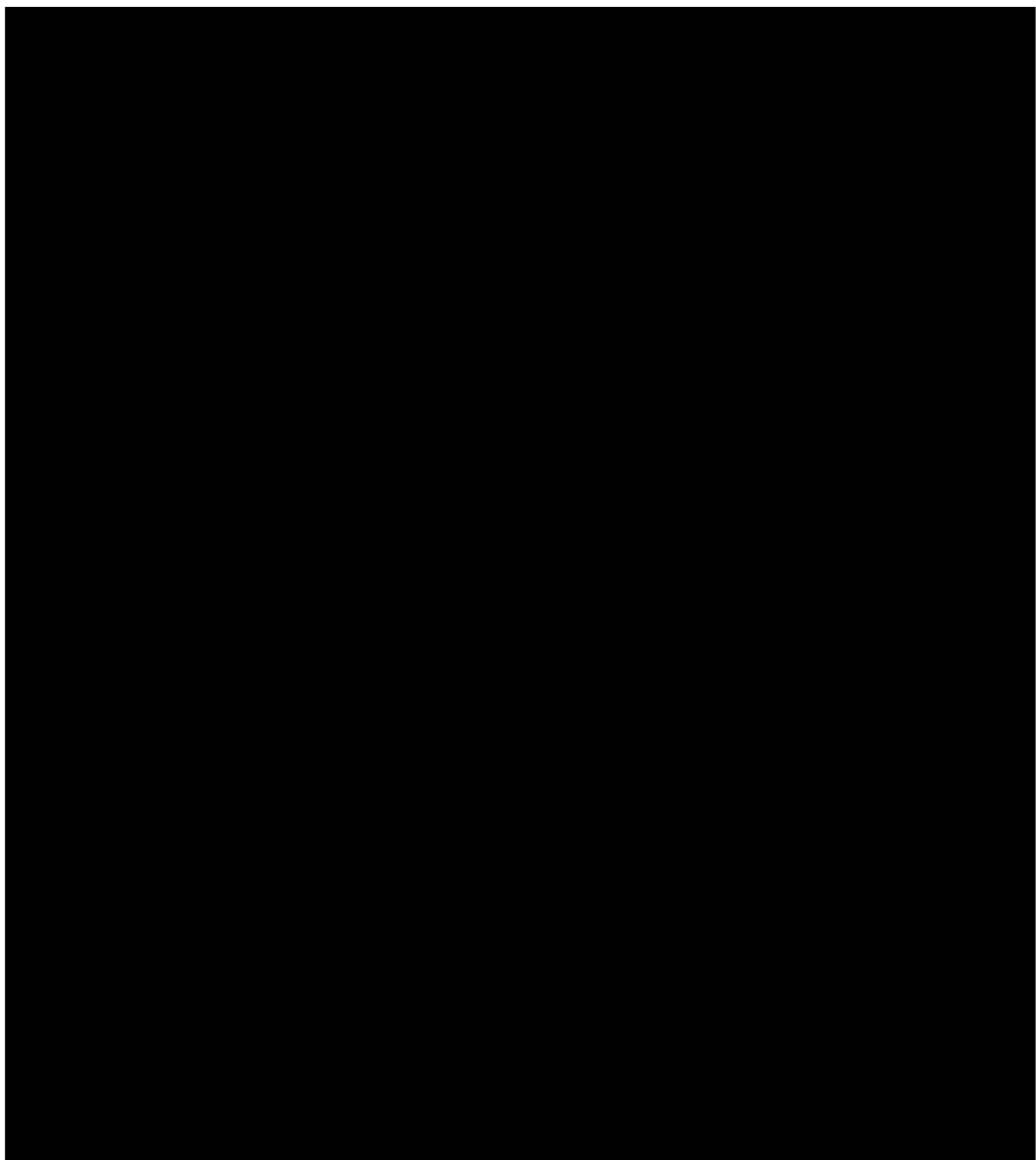
Alaameen Abdool
alaameenabdoolcase@gmail.com
1661 George Street
Ridgewood, New York 11385
(917) 434-6844
Pro se Plaintiff

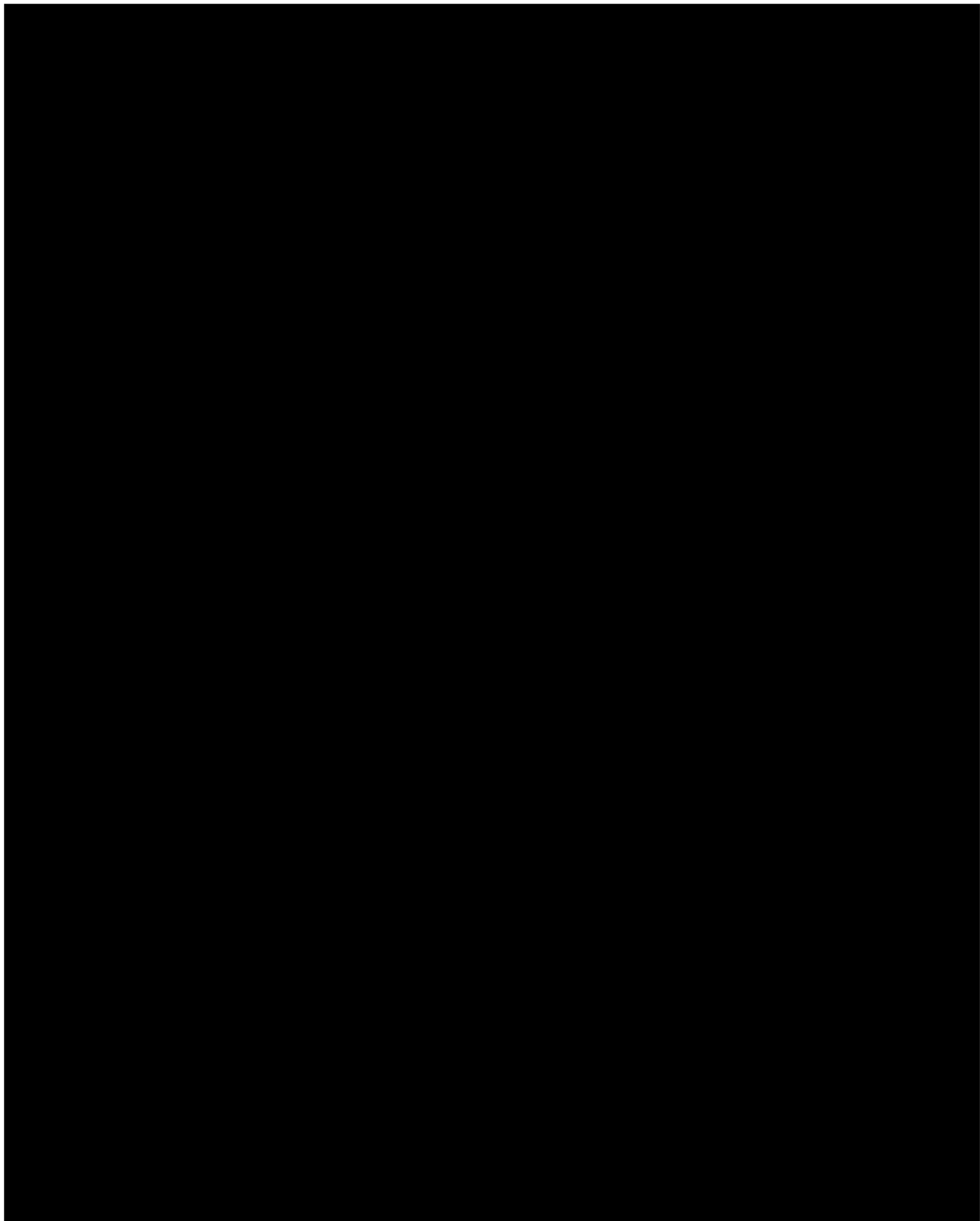
SO ORDERED

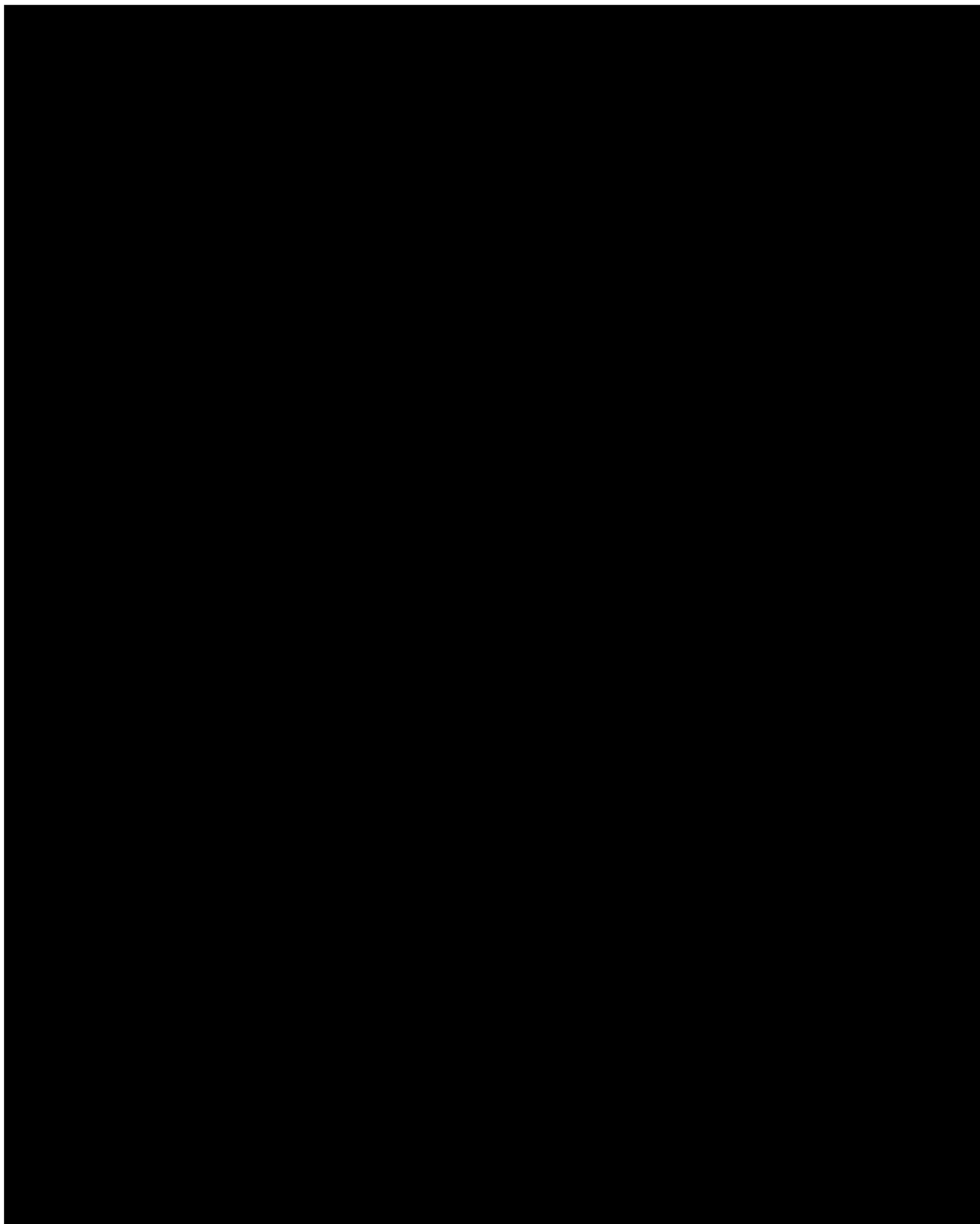

Hon. Kiyo A. Matsumoto, U.S.D.J.

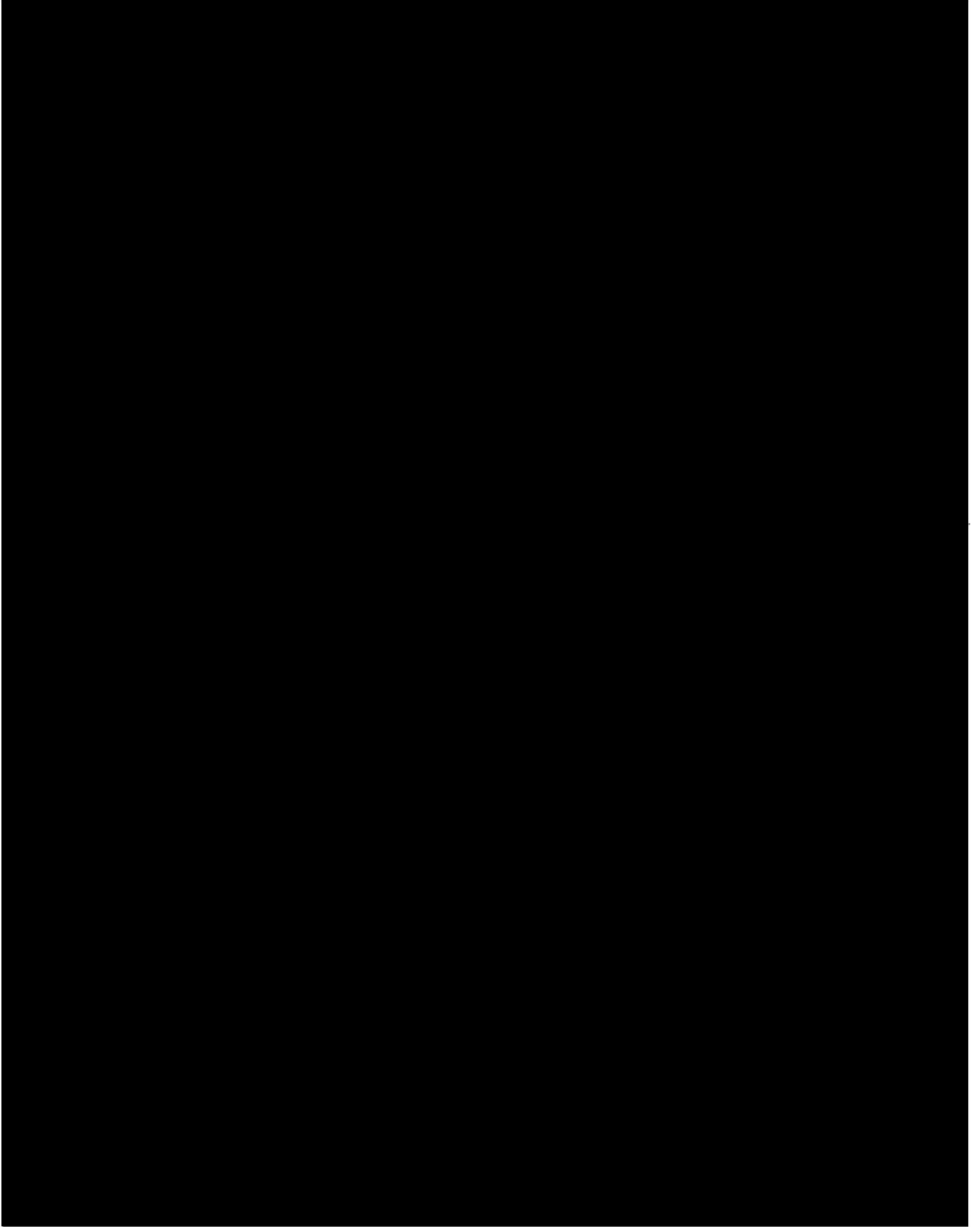
Dated: 7.22.2022, 2022

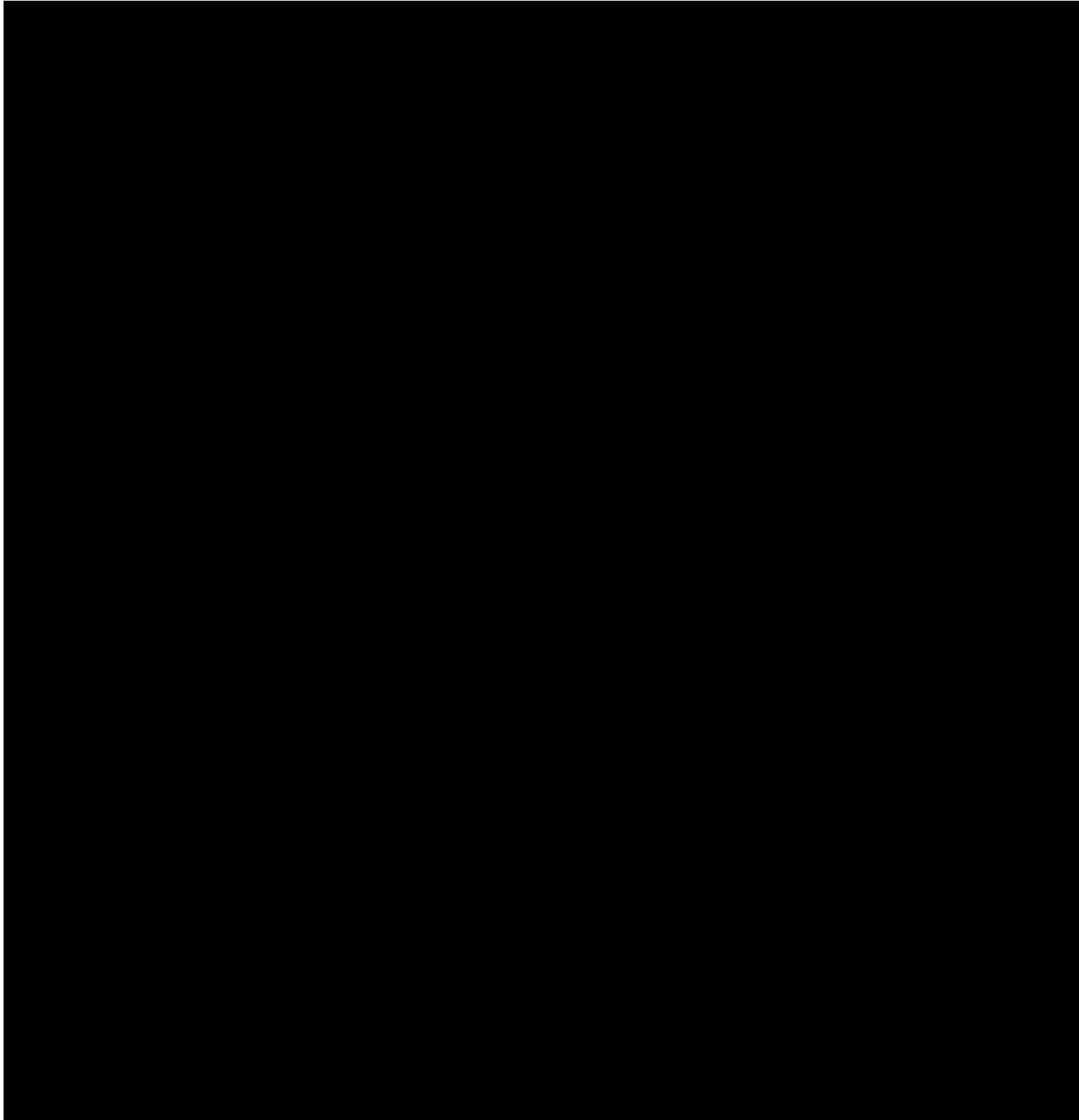
GENERAL RELEASE AND SETTLEMENT AGREEMENT

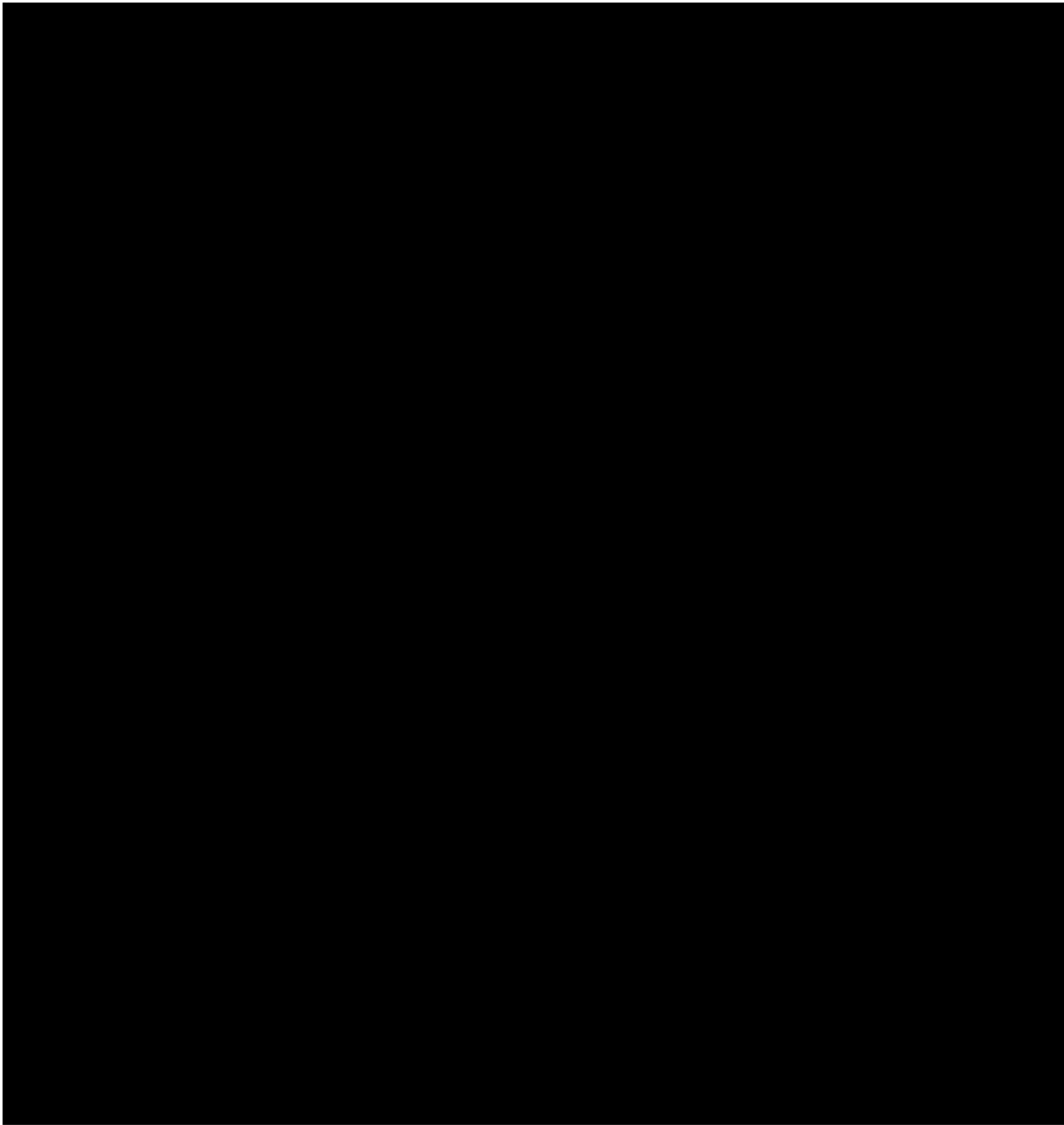












IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Case No. 22-cv-02077-GPG,

ALAAMEEN ABDOOL,

Plaintiff,

v.

EQUIFAX,

Defendant.

DEFENDANT'S ANSWER TO AMENDED COMPLAINT

NOW COMES Equifax, by and through its attorneys, Seyfarth Shaw LLP, and for its Answer to Amended Complaint [DE 6]¹, states as follows:

COMPLAINT ¶1:

This Court has jurisdiction over this action under state law and 15 U.S.C. § 1681p.

ANSWER:

Equifax denies the allegations in Paragraph 1.

COMPLAINT ¶2:

This Court has jurisdiction over Defendant because Defendant is a resident of GWINNETT County, GEORGIA.

ANSWER:

Equifax admits that its headquarter is located in Georgia. Equifax denies the remaining allegations in Paragraph 2.

COMPLAINT ¶3:

Plaintiff, a consumer, sent a written dispute on or about 2022, to Defendant, a consumer reporting agency, disputing the completeness and/or accuracy of a tradeline by WEB CD SVC -

¹ Equifax previously answered Plaintiff's Amended Complaint [Docket No. 9 in response to Docket No. 6] but is re-filing its answer following Plaintiff's re-filing of his Amended Complaint [Docket No. 10] due to an abundance of caution.

DEFENDANT'S ANSWER TO COMPLAINT

account # 44654205**** which, was in a consumer reports concerning Plaintiff prepared, maintained, and published to others by Defendant, and Defendant negligently and/or willfully failed to follow reasonable procedures to assure maximum accuracy of the data in consumer reports concerning Plaintiff, and investigate, delete, or modify the disputed information, and provide a response to Plaintiff within 30 days of receipt of Plaintiff's dispute.

ANSWER:

Equifax denies violating the Fair Credit Reporting Act or any other law. Equifax denies that Plaintiff is entitled to any damages against Equifax. Equifax lacks information or knowledge sufficient to form a belief as to the remaining allegations in Paragraph 3.

COMPLAINT ¶4:

Due to Defendant's conduct, Plaintiff has suffered personal and financial damages

ANSWER:

Equifax denies the allegations in Paragraph 4.

COMPLAINT ¶5:

Due to Defendant's conduct, Defendant is liable to Plaintiff for actual, statutory, and punitive damages, and costs under the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq.

ANSWER:

Equifax denies the allegations in Paragraph 5.

WHEREFORE, Plaintiff pray for damages in the amount of \$45,000 plus \$5,000 to date, and all future costs of this suit, and such other relief the Court does deem just, equitable and proper.

ANSWER:

Equifax denies that Plaintiff is entitled to damages or any other relief against Equifax.

DATED: October 3, 2022

Respectfully submitted,

/s/ Eric F. Barton

Eric F. Barton
SEYFARTH SHAW LLP
1075 Peachtree Street, N.E., Suite 2500
Atlanta, Georgia 30309
Telephone: (404) 885-1500
Email: ebarton@seyfarth.com

*Counsel for Defendant Equifax Information
Services LLC, incorrectly named as Equifax*

CERTIFICATE OF SERVICE

I certify that on October 3, 2022, I presented the foregoing DEFENDANT'S ANSWER TO AMENDED COMPLAINT with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record. A copy has also been sent via U.S. Mail with adequate postage thereon to the following:

Alameen Abdool
322 2 N 6th Street
Grand Junction, CO 81501

/s/ Eric F. Barton

Eric F. Barton
Counsel for Defendant Equifax Information
Services LLC, incorrectly named as Equifax

RE: Review and Findings Report

I have attached a signed owner statement by Rick Sanger

My name is Vicki Sanger and I am the owner of 605 Grand Avenue. I purchased this property back in 2001 prior to my marriage to husband, Rick Sanger. After marriage I have quit claimed his name onto the properties that I own. We do this for the right of survivorship for our properties. We take title as Joint tenants and I act as the "landlord" of our properties.

Joint tenancy is a form of legal co-ownership. According to Colorado Real Estate law in relation to joint ownership, the law states that **"One of the essential unities of a joint tenancy is that of possession. Each tenant owns an equal interest in all of the fee, and each has an equal right to possession of the whole."** Meaning that possession by one is possession of all. Because of this joint right to possession, it shows that each owner has the authority to lease the property. When one joint tenant makes a lease, it binds the other owner. In other words, a lease to all of the joint property by one joint tenant is not a nullity but instead a valid and supportable contract. One joint tenant is allowed to make a lease of the property under law.

The law has been important for me to understand in order for me to be compliant in all of my real estate dealings. I handle all of the rental leases and management of my properties. I have been a landlord in the Grand Valley since 1994. Over the course of my life, I have managed and signed likely 1,000 leases, all of which I have been the only person who signed as owner as allowed under joint tenancy. All of my leases have always stood up in any court of law or eviction proceedings as being signed only by me.

The review and findings report is showing that Golden Rookie LLC does NOT meet the requirements by GJMC due to the fact I was the only one who signed as property owner. I do feel it is an unnecessary overreach of the city to require both owners of a property to sign lease documents. In making that requirement, the City of Grand Junction is not supported by the law relating to Joint Tenancy. However with that being said, I have gone ahead and complied with this city request regardless. I have submitted the lease with his added signature as owner.

And I trust that if this requirement by the city as been made of one applicant, it was made to all applicants. I can only imagine the unnecessary paper chasing such a requirement would cause. If a property is owned by joint tenants having to track down both owners to sign, or if a property owned by a trust having to get every single member of a trust to sign ownership documents, or if a property is owned by a LLC having to get every single member of an LLC to sign ownership documents. However like I said, regardless to if I find it unnecessary due to reasons stated above, I have complied with the request.

Note: I have attached a copy of the city of GJMC in relation to this.

It states that if the applicant is not the owner of the proposed licensed premises, a notarized statement from the **owner** of such property authorizing the use of the property for a cannabis business.....

Note the actual wording of the GJMC calls for one owner. Not plural owner(s).
Nor does it state every owner.

A handwritten signature in black ink, appearing to be a stylized name with a long horizontal stroke at the end.

(ii) Acknowledgment and consent that the City may conduct a background investigation, including a criminal history check, and the City will be entitled to full and complete disclosure of all financial records of the regulated cannabis business and of any or all financial interests thereof, including records of deposit, withdrawals, balances and loans;

(iii) If the applicant is an entity, information regarding the entity, including, without limitation, the name and address of the entity, its legal status, and proof of registration with, or a certificate of good standing from, the Colorado Secretary

(iv) If the applicant is not the owner of the proposed licensed premises, a notarized statement from the owner of such property authorizing the use of the property for a cannabis business and specifying the type of regulated cannabis business(es) permitted;

(v) A copy of the deed reflecting the applicant's ownership of, or the lease or contract reflecting the legal right of the applicant to possess, the proposed licensed premises for no less than three years from the date of application submittal.

(5) The applicant must disclose in writing any financial interests, including individuals and/or entities.

(6) The applicant must disclose in writing if the named owner(s), member(s), manager(s), financier(s), agent(s), or person(s) named on the application has (have) been:

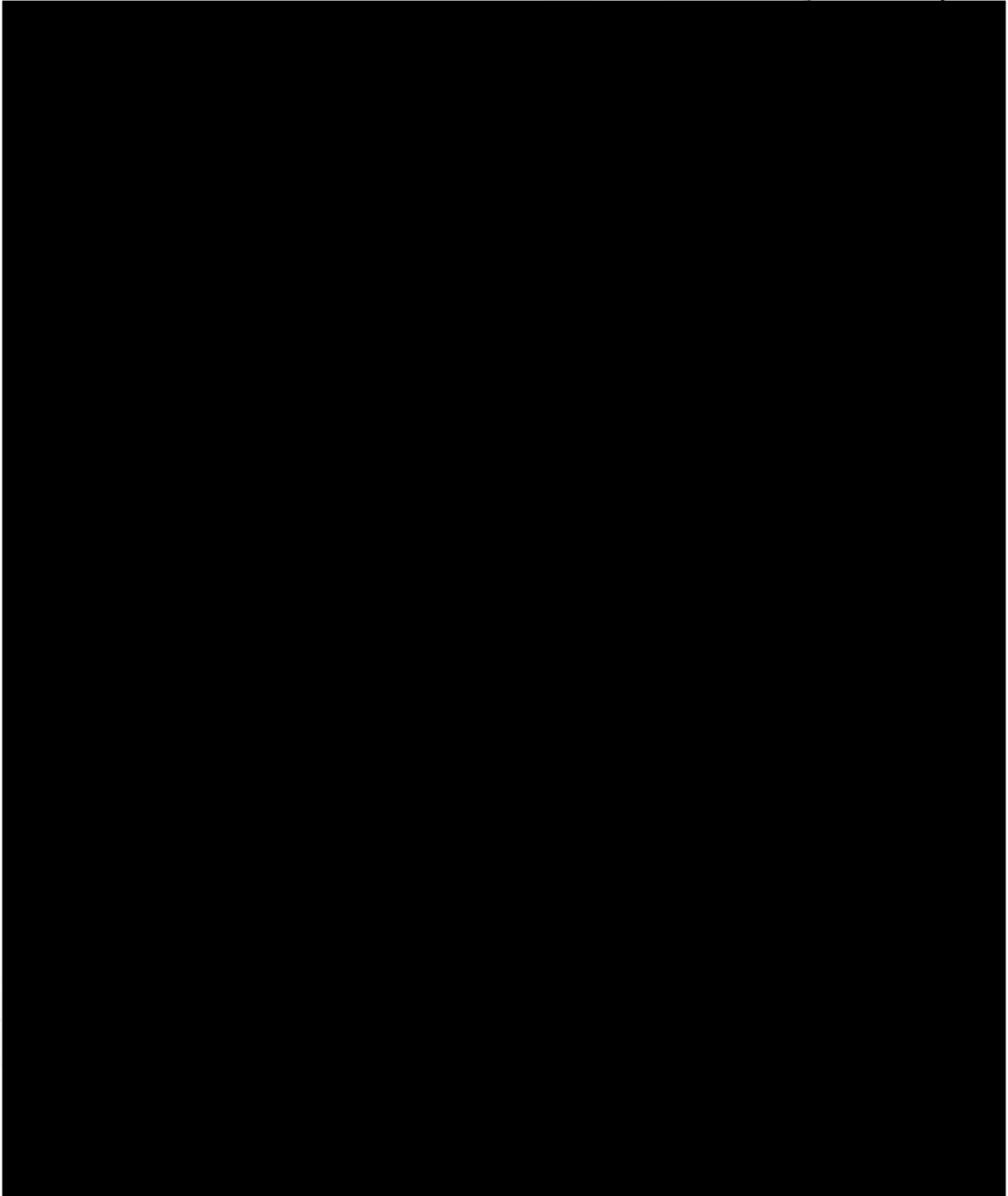
(i) Denied an application for a cannabis business license pursuant to this chapter, or any State or local licensing law, rule, or regulation, or had such a license suspended or revoked.

(ii) Denied an application for liquor license pursuant to Title 44, Article 47, or Article 46, C.R.S. or any similar State or local licensing law, or had such a license suspended or revoked.

(A) In the event an owner, member, agent, manager, financier, or other person named on the application contains information regarding violations of any law or previous denial or revocation of a license, that person must include with the application any information regarding such violation(s), denial, or revocation. Such information must include, but is not limited to, a statement of the violation(s) and penalty(ies) for such violation(s), evidence of



**REGULATED CANNABIS BUSINESS LICENSE
PROPERTY AUTHORIZATION FOR CANNABIS BUSINESS**



[Faint, illegible text visible at the bottom of the page, likely a signature or footer.]

RE: Property owner statement

As the owner of the property 605 Grand Avenue, I am authorized to commitment to and perform all system modifications which may be required to meet all MED building requirements. I have committed to perform any and all structural requirements for this building.


Rick Sanger

RE: Zoning Verification

The Findings Report indicates that the zoning verification requirements have not been met due to the fact that the zoning verification form lists only Vicki Sanger as owner

Response:

The zoning verification is not deficient. The verification is in relation to the location of the property. A copy of the zoning verification is attached. As you can see at the top, the property owner is typed in directly by the city.

In order to receive a zoning verification the applicant was required to demonstrate the zone district of the property to insure compatibility with zoning and separation requirements of the 1,000 feet away from schools/ 500 ft from substance-mental health facilities. This was reviewed for compatibility by Nicole Galehouse and was signed off by the director. Zoning was approved prior to submission of Golden Rookie application deadline.

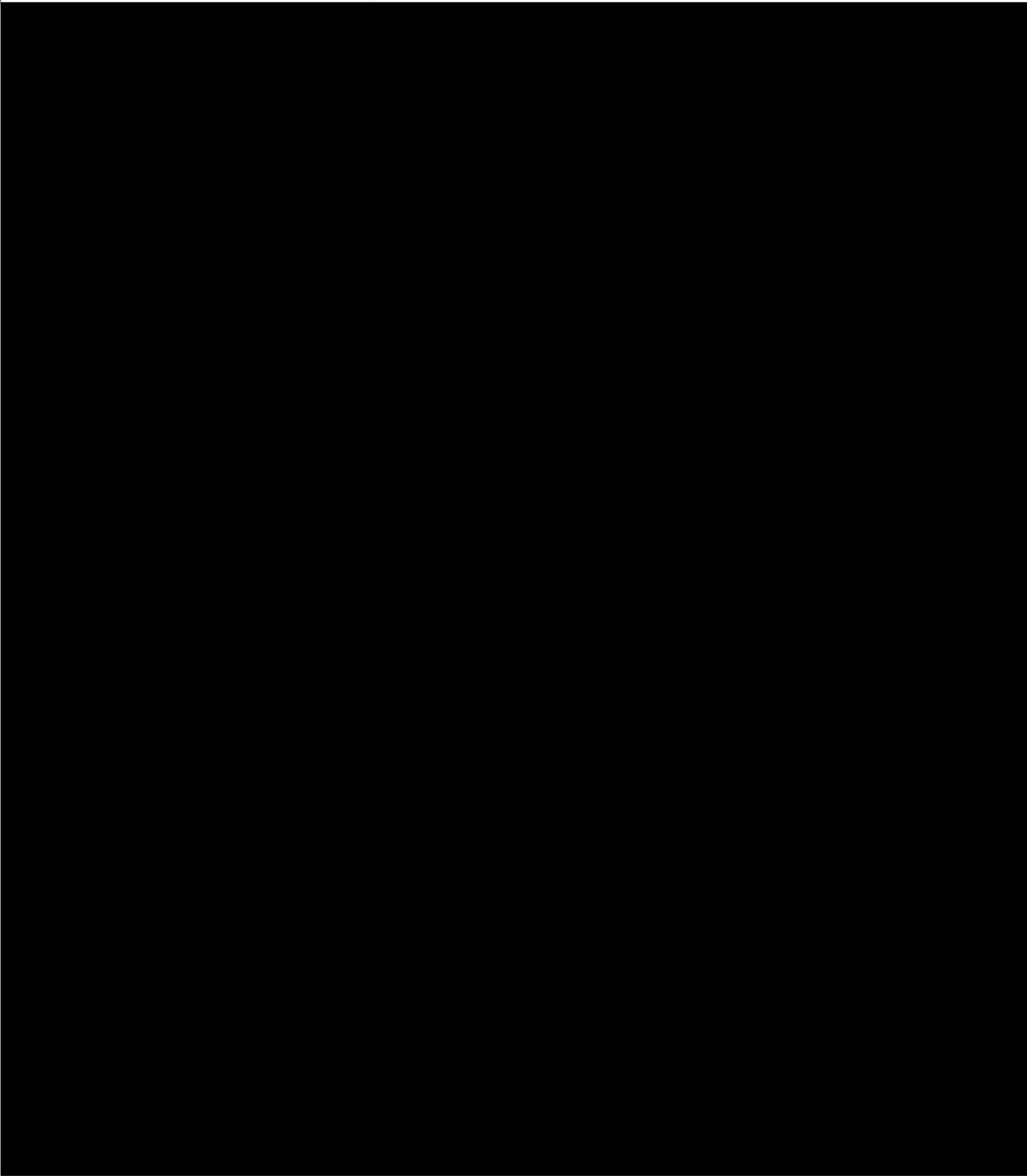
Please note that attached form from the city which very clearly outlines an important point

The purpose of this request is to verify whether the proposed cannabis business is an allowed use on the listed Property. This report is not, nor shall it be interpreted, as evidence that the proposed business complies with any other provision of the GJMC

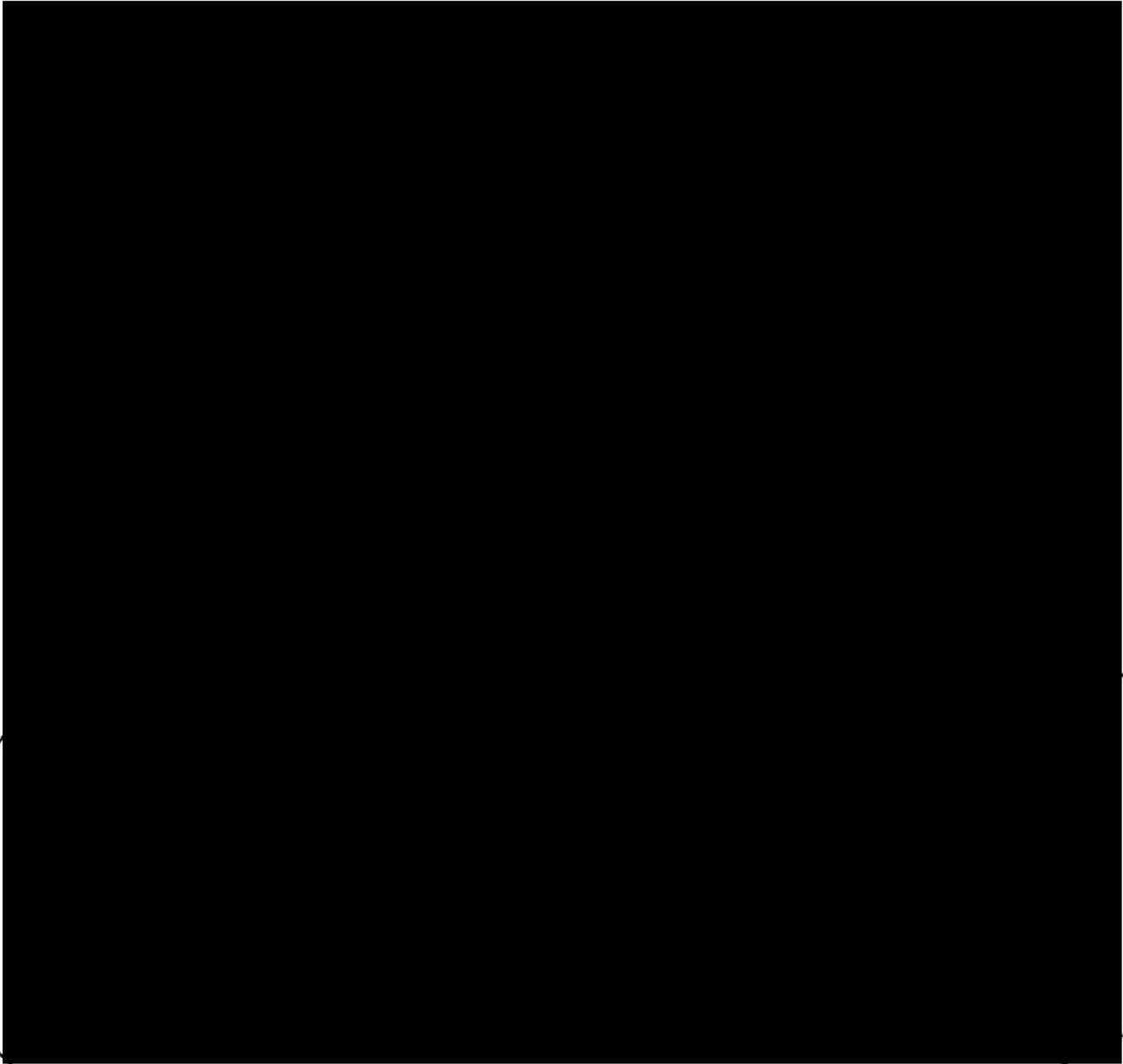
Based upon the city zoning requirements, the applicant has met zoning verification.



ZONING VERIFICATION
CANNABIS BUSINESS



**ZONING VERIFICATION
CANNABIS BUSINESS**



RE: Legal Right to Proposed Premises

The requirement for proof of legal right to proposed premises have been met.

1. A Lease was executed and notarized on June 8, 2022

The city indicates in their finding reports that the lease was only signed by Vicki Sanger and not Rick Sanger. As supported by Colorado Real Estate law on joint tenancy, any lease signed by one owner of a joint tenancy property is valid as a legal and binding contract.

I Vicki Sanger, signed the lease as "Landlord" as I do with all lease agreements. I used a standard commercial lease agreement. I provided Golden Rookie LLC for his submission package all required information to prove that I am the owner of said property and that I have the ability to act as my own landlord for this property.

- 3.) The findings report indicates that the amendment to the lease is not signed or dated by the parties. This page was added by me. The reason I added it was because I was using a standard lease which had the defaulted one year term. The day of execution, I did not have my computer with me to make changes to the wording within the lease so I borrowed a computer and typed up an attachment. When I add any document to my contract at the time the contract is signed, it becomes part of the original contract. These are usually supplementary material included and found at the end of the contract. It is considered part of the main contract. As you can see, it is not a requirement that each page of the contract or supplemental material requires a signature of either the tenant or the landlord. The entire document is signed only one time, on one page, in front of a notary. You can also see that out of habit I personally initial each page of the contract in entirety before I sign in front of a notary.

Note- it is easy enough to sign that page if the city wishes that specific page be signed. I will do that and will include it in this package.

2.)

If a document is drawn up after the original contract is signed it will become a stand alone document in my files. I will always have both parties sign stand alone documents that are not part of the original contract. This is the case for the corrected wording I later made to the start dates. After the original contract was signed in front of a notary and before the submission deadline, Golden Rookie reviewed his application one more time prior to submitting it. I will add that Golden Rookie was denied his equal right to sit with the city to review his application in the days leading up to his submission. When the city was called to schedule his application appointment it was told by the city that " they decided to stop doing the pre application meetings after receiving so many applications". This inconsistency created an unfair advantage by granting unequal treatment to certain applicants but not all applicants.

After the signing of the original lease agreement, I then received a call from Golden Rookie indicating that I placed the incorrect dates on the contract. I listed Jan 1, 2023 as the start date with a five year least term ending on December 31, 2025. I did this because I thought I was doing the ethical thing by starting the lease on Jan 1, 2023 with hopes he would have confirmation of lottery success by then. Leases are a binding and legal agreement. When one signs a long term lease they are required to pay the full duration of said lease. I felt it was unjust to force someone to legally be responsible to pay the entire lease amount that could be upwards to \$156,000 in this situation IF in the end, the city does not select this applicant. So in my mind, I thought if I started the term at Jan 1, 2023 It would protect this applicant from entering a lease of such great dollar amounts blindly without city approvals. I would never advise anyone to do such a thing as what the city is asking of their applicants. Golden Rookie then read to me the specific wording of the city requirements. "That the applicant must show a lease reflecting the legal right of the applicant to possess the proposed licensed premises for no less than three years of application submittal. At that time, I then typed up an amendment to the contract making the revision be compliant with the city requests. The adjusted document reflects effective dates from June 8, 2022 to December 31, 2025. I then made a variation to one section of the standard contract to allow for assignment and subletting. In order to protect Golden Rookie LLC from horrific rent expenses that he would legally be liable for IF not selected in the lottery, I allowed him to sublet the property to any company if he did not have an open dispensary.



Vicki Sanger

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 8th day of June, 2022

BETWEEN:

Vicki Sanger of [REDACTED]
Telephone: (970) 712-1503
(the "Landlord")

OF THE FIRST PART

- AND -

Golden Rookie LLC of 322 N 6th St, Grand Junction, CO 81501, USA

Telephone: 970-712-1503 owner [REDACTED] enant
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 605 Grand Avenue Grand Junction CO, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are

- not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
 - e. "Premises" means the retail store at 605 Grand Avenue Grand Junction CO.
 - f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the retail store municipally described as 605 Grand Avenue Grand Junction CO (the "Premises").

The Premises will be used for only the following permitted use (the "Permitted Use"):
Cannabis New Retail Business.

4. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking on or about the Premises: entire parking lot is dedicated to Golden Rookie (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's Parking.

Term

5. The term of the Lease is a periodic tenancy commencing at 12:00 noon on January 1, 2023 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy (the "Term").

Rent

6. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$1,750.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
7. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at 2058 Sidewinder Ct, or at such other place as the Landlord may later designate.
8. The Tenant will be charged an additional amount of \$100.00 for any late payment of Rent.
9. The Tenant will be given a grace period of 5 day to pay Rent before late payment fees are charged.
10. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

11. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
12. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate

legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

14. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

15. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

16. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Utilities and Other Costs

17. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water and sewer.

18. The Landlord will also pay for the following utilities and other charges in relation to the Premises: taxes and property insurance.
19. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, telephone, internet and cable.

Insurance

20. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

Abandonment

21. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

22. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

23. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

24. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

25. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Maintenance

26. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
27. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
28. Where the Premises has its own sidewalk, footpath, entrance, driveway or carpark which is for the exclusive use of the Tenant and its guests, the Tenant will keep the footpath, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.
29. Where the Premises has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs in or about the Premises.

Care and Use of Premises

30. The Tenant will promptly notify the Landlord of any damage, or of any situation that may

significantly interfere with the normal use of the Premises.

31. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
32. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
33. The Tenant will not engage in any illegal trade or activity on or about the Premises.
34. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

35. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

36. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

37. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.


General Provisions

38. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

39. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
40. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
41. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
42. Time is of the essence in this Lease.
43. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 8th day of June, 2022.

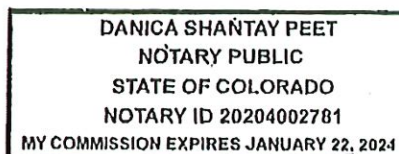
(Witness)

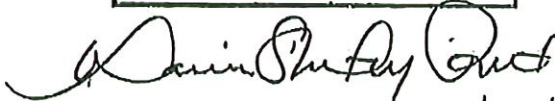

Vicki Sanger (Landlord)

Golden Rookie LLC (Tenant)

(Witness)

Per:  (SEAL)




06/08/2022

Amendment A

Lease is on a rolling one year basis with a guaranteed term of five years as outlined below:

Year one runs from Jan 1, 2023 to December 31, 2023 with a monthly rental amount of \$1,750.00

Year two runs from Jan 1, 2024 to December 31, 2024 with a monthly rental amount of \$1,750.00 plus an increase to cover property taxes of subject property 605 Grand Avenue.

Year three through five runs from Jan 1, 2025 to December 31, 2025 with a monthly rent of \$2,500 plus property taxes of subject property 605 Grand Avenue.

Property owner agrees to have the following repairs completed for the property prior to lease date of Jan 1, 2023.

Repair/replacement of exterior wheelchair ramp,

Paint front steps

Weed removal and replant of grass

Interior wall repair and repaint

Property owner agrees to pay Alaameen Abdool \$25,000 for the above repairs

Line of credit loan

Property owner agrees to grant a line of credit to Alaameen Abdool for a total of \$100,000 start-up small business loan. With an optional additional \$100,000 available if needed. Terms of first \$100,000 will be paid with monthly installments of 6% interest rate. Payments are a simple interest amount based upon the loan balance. Balloon payment due on year five of the lease on Jan 1, 2025. Payments due on first of each month along with the monthly rent payment.



COMMERCIAL LEASE ATTACHMENT

THIS ATTACHMENT dated this 8th day of June, 2022 is established to correct the terms of the original lease agreement between Vicki Sanger and Golden Rookie LLC

Lease Property: 605 Grand Avenue Grand Junction, CO 81507

Lease is on a rolling one year basis with a guaranteed term of five years as outlined below:

Year one runs from June 8, 2022 to December 31, 2023 with a monthly rental amount of \$1,750.00

Year two runs from Jan 1, 2024 to December 31, 2024 with a monthly rental amount of \$1,750.00 plus an increase to cover property taxes of subject property 605 Grand Avenue.

Year three through five runs from Jan 1, 2025 to December 31, 2025 with a monthly rent of \$2,500 plus property taxes of subject property 605 Grand Avenue.

Paragraph 24 within the original contract has been amended to reflect the following wording:

The Tenant does have the ability to assign or sublet the subject property if Golden Rookie does not open a dispensary on location. Any sublet agreement must be approved by the owner of the property.



Vicki Sanger (Landlord)



Golden Rookie LLC (Tenant)

COMMERCIAL LEASE ATTACHMENT

THIS ATTACHMENT dated this 17th day of October, 2022 is established to add the name of Rick Sanger as property owner.

Lease Property: 605 Grand Avenue Grand Junction, CO 81507

A large, stylized handwritten signature in black ink, appearing to be a cursive name.A small, handwritten signature in black ink, possibly initials.A handwritten signature in black ink that clearly reads "Rick Sanger".

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

STATE COUNTY PUBLIC
COLORADO MESA SAFETY

Must collect
taxes for:
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
95353632-0000	08	0018	008	L	080122	Jun	13	22	2023

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: ALAAMEEN ABDOL
605 GRAND AVE GRAND JUNCTION CO 81501-2737

**THIS LICENSE IS NOT
TRANSFERABLE**



GOLDEN ROOKIE LLC
322 N 6TH ST APT 2
GRAND JUNCTION CO 81501-2755

Executive Director
Department of Revenue

Letter Id: L0609867744

▲ Detach Here ▲
IMPORTANT INFORMATION

Now that you have your license, here's what you need to know:

- Use the letter ID above and go to Colorado.gov/RevenueOnline to set up your online access, manage your account, file electronic returns and submit payments. Paper returns will NOT be mailed to you.
- Both your sales tax return AND payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
 - *Monthly filer* due dates: On the 20th day of the month following the reporting period end date.
 - *Quarterly filer* due dates: April 20th, July 20th, October 20th and January 20th.
 - *Annual filer* due dates: January 20th following the reporting period end date.
- If no sales were made during the reporting period, you are still required to file a return to report zero sales were made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.
- All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.
- State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.
- Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.
- Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license, but it won't automatically close your account. In order to close your account and cease any future liability, you must file form DR 1102 with the Department of Revenue.
- Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant. If you have any questions regarding sales tax in Colorado, then please visit our website Colorado.gov/tax and click on "Education and Legal Research" for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

Thank you for registering with the Colorado Department of Revenue.



RE: Security

Golden Rookie LLC will be contracting with Citadel Security for security guards on site in addition to overnight patrol stops for added oversight. I have included a copy of the quote along with Citadels contract which would be executed upon a successful selection in the randomized lottery selection.

A handwritten signature in black ink, appearing to be the initials 'JR' or similar, located below the main text.

Citadel Security Contract

Please see the service agreement below and the attached terms and conditions agreement. The service agreement is valid for 7 days and must be signed to confirm booking of those services. Once both documents are signed, please return those to us. I have also attached our payment options for reference. If you have any questions or concerns, feel free to reach out to us.

Citadel Security USA Agreement			
Name: Golden Rookle LLC		Effective Date: TBD	
Services	Hours	Rate	Total Cost
Unarmed Guard	0	\$28.50/hr	\$1,539.00/Week
Armed Guard	0	\$30.50/hr	\$1,847.00/Week
Travel	Units	Rate	Total Cost
Per Diem			
Mileage	0		
Vehicle Rental	0		
Lodging	0		
Additional Services	Hours	Rate	Total Cost
Patrol Stops	0	\$7.00/Stop	\$7.00/Stop
EMS	0		
Ambulance	0		
Fire Department	0		

Total Estimate of Services \$

Agreement Details

Standing Security Guard Services

Work Site Info

Golden Rookle LLC
605 Grand Ave
Grand Junction, CO 81501

Customer Billing Information

Name
Title
Company
Phone
Email
Address

Issuing Person: Jordan Anderson

Signing below accepts the Service Agreement and Staffing Plan and/or Agreement Details with associated start and end dates and assumes financial responsibility as outlined in the Terms & Conditions Agreement.



SERVICES:

Citadel Security Group will furnish Client with Security Personnel as will render services at such locations from starting dates and times and during such hours as set forth above and as hereafter mutually agreed upon in writing by Citadel Security Group and Client. Notwithstanding recommendations for security coverage by Citadel Security Group, the hours of coverage are solely determined by Client and Client assumes responsibility for the decision.

RATES/MINIMUMS:

Client agrees to pay Citadel Security Group at the rate specified in the services agreement plus applicable taxes. 5 hour minimum is our standard minimum number of hours except but not limited to these counties where it is 6 hours: Pitkin, Eagle, Summit and Routt.

INVOICES:

Invoices are payable upon receipt of invoice, at the Citadel Security Group address specified on the invoice. Client must notify Citadel Security USA within ten days from the invoice date, setting forth the specified items in dispute, otherwise all disputes and defenses will be deemed waived. Client agrees to pay a late charge of 1.5% or the legal maximum interest per month of the invoice date for invoices that are not paid within 45 days of invoice date. Client agrees to pay reasonable attorney and all collection fees and expenses which may be incurred by Citadel Security Group in the collection of unpaid invoices or any part thereof

EMPLOYEES:

Security Personnel are employees of Citadel Security Group and Citadel Security Group will pay all wages and all applicable Social Security taxes, unemployment taxes and any similar taxes.

LIMITS OF LIABILITY AND INDEMNITY:

Clients acknowledge that Citadel Security Group is not an insurer and makes no warranty, express or otherwise, that the services furnished will avert or prevent occurrences or consequences there from. The amounts payable to Citadel Security Group under this agreement are based upon the value of services rendered and are unrelated to the value of the Client's property or the property of others located in or about the Client's premises. Client agrees that Citadel Security Group shall be liable only for damage resulting from the negligence of Citadel Security Group or its officers, or employees acting within the scope of their employment, and in furtherance of the performance of services to be rendered hereunder.

Citadel Security Group maintains liability insurance, and upon written request from Client, Citadel Security Group agrees to provide such higher limit of liability as may be mutually agreed upon for an additional charge. If at the request of the Client, Security Personnel are assigned or assume duties other than those agreed upon in writing by Citadel Security Group, Client shall assume complete responsibility for any and all liability arising there from.

Notwithstanding anything herein to the contrary, the services provided under this agreement shall not give rise to, nor shall be deemed to be or construed to confer any rights on any other party, beneficiary, person or party, and Client agrees to indemnify Citadel Security Group against any claims by any third parties. In the event Client requests Security Personnel to

Citadel _____ Client _____



operate any vehicle other than one supplied by Citadel Security Group, Client agrees to defend, indemnify and hold Citadel Security Group harmless from any losses, suites, claims, damages and expenses which may arise from the use of said vehicle, including claims of passengers. Client hereby waives any and all rights of subrogation that any Insurer of client may have against Citadel Security Group.

Citadel Security Group shall not be held liable for failure to perform this agreement due to an "Act of God" or causes beyond Citadel Security Group control for any consequential or special damages.

SUPERVISION:

Citadel Security Group will be responsible for the direct supervision of all Security Personnel through designated representatives who will be available at a reasonable time to consult with Client. Citadel Security Group will remove from service, as soon as qualified replacement is available, any Security Personnel who, in the Client's opinion, are not qualified to perform the work assigned.

RATE CHANGE:

The rate quoted will remain in effect for a period of 1 year from the date of this signed executed agreement. After the first 12 months of service the rate will automatically increase 3 percent every year thereafter unless a different rate is agreed upon in writing signed by Citadel Security Group and Client.

TERM:

This Agreement shall commence on the date specified on Page 1 or until either party gives the other party written notice not less than 30 days in advance, specifying the date of termination. If the contract continues past the termination date then the contract will continue on a month to month basis until either party gives the other party written notice not less than 30 days in advance.

DEFAULT:

If Client fails to pay any monies due hereunder, Citadel Security Group reserves the right to terminate this agreement at any time after forty eight hours prior written notice. If, at any time during the term of this agreement, there shall be filed by or against Client in any court, pursuant to any statute, either in the United States, or any state, territory or possession, a filing for bankruptcy, insolvency, reorganization or appointment of a receiver to receive all or portion of Client's property; or if Client makes an assignment for the benefit of creditors, or Client breaches any of the other terms or obligations contained in this agreement, Citadel Security USA reserve the right to terminate this agreement with forty-eight hours' notice if the client is found to be in default.

NON-WAIVER:

Failure of Citadel Security Group to enforce any of the provisions of this agreement, or any of its rights with respect thereto, or to exercise any election herein provided, shall in no way be considered a waiver of such provisions, rights or elections of in any way affect the validity of this agreement.

Citadel _____ Client _____



ENTIRE AGREEMENT:

This agreement supersedes all previous oral or written agreements between Citadel Security Group and Client, and represents the entire Agreement between the parties. No other oral or written agreements or representations have been made by Citadel Security Group. This agreement may not be altered, modified or amended, except in writing and properly executed by an authorized representative of the Client. In the event the Client issues any work authorization, work order or purchase order to Citadel Security Group, Client agrees that only the terms and conditions of this agreement shall be binding unless said written notification, change or amendment is specifically agreed upon by Citadel Security USA in writing and signed by Citadel Security USA authorized representative.

ASSIGNMENTS:

This agreement cannot be assigned by Client without the prior written consent of Citadel Security Group.

NOTICE:

All notices to be given by either party, shall be in writing and shall be sufficiently given or made by invoice, telegram, overnight courier or by mailing by registered or certified mail with postage prepaid, addressed to the other party at the addresses set forth herein or at such other address as the other party may designate by notice given hereunder. A copy Client's notices to Citadel Security USA shall also be sent to Citadel Security Group at the address noted on Page 1.

NOTICE OF CLAIMS:

Client shall give written notice to Citadel Security Group by certified mail of any claim or potential claim arising out of or relating to this agreement within thirty days following the date of occurrence giving rise to such claim or potential claim as will enable Citadel Security Group to be properly advised and make a reasonable assessment thereof. No action, suit or proceeding to recover any claim arising out of or relating to this agreement shall be instituted or maintained against Citadel Security Group by Client or by anyone deriving its or their rights through Client unless written notice of such claim shall be given by Client to Citadel Security Group in the manner set forth herein.

EQUAL OPPORTUNITY EMPLOYER:

Client hereby agrees to comply with the provisions set forth in paragraph 1 through 7 of section 202 of Executive Order 11246 and all similar orders, rules, registrations and laws prohibiting discrimination in employment, and further agrees that it will not discriminate on the basis of race, creed, sex, age, veteran, or handicapped status.

HAZARDOUS WORK PLACE:

The parties acknowledge that the premises upon which Citadel Security Group is to provide services are under the complete care and control of the Client. Client agrees to indemnify, defend and save Citadel Security Group harmless from any and all losses, claims, judgments, statutory fines and penalties (including those of personal injury, property damage, and violation of Federal, State OSHA and OSHA related statutes) incurred by Citadel Security Group and arising out of or related to the presence of Citadel Security Group employees on the Client's premises, if the Client is found to be negligent in the care and control of the Client's premises

Citadel _____ Client _____



AUTHORITY:

This agreement shall not become binding upon Citadel Security Group until executed by an authorized Sales Executive, Manager or Corporate Officer of Citadel Security Group.

Client Name: _____

Client Signature: _____

Date: _____



Inside 12 of the Country's Most Stylish Cannabis Dispensaries

EXHIBIT 2

From: [cityclerk](#)
To: wesleylavong@gmail.com
Subject: City of Grand Junction - Cannabis License Application Hearing - 81505, LLC dba Lucky Monkey Buds III
Date: Tuesday, October 4, 2022 10:11:00 AM

October 4, 2022

81505, LLC
dba Lucky Monkey Buds III
Attn: Wesley Lavong
635 W Corona Avenue, Suites LL25 & LL27
Pueblo, CO 81004

Dear Mr. Lavong:

Your application for a Retail Cannabis License is scheduled for hearing. The next steps are to complete the following required actions prior to the scheduled hearing, at which a business representative must be present:

NEXT STEPS

1. PICK UP FROM CITY CLERK'S OFFICE:	AVAILABLE TO PICK UP ON
A. <i>NOTICE OF HEARING – FOR PUBLIC VIEW AT PROPOSED LOCATION*</i>	October 5, 2022
B. <i>AFFIDAVIT OF POSTING</i>	October 5, 2022
2. RETURN TO CITY CLERK'S OFFICE:	RETURN BY
A. <i>COMPLETED NOTICE OF HEARING POSTING AFFIDAVIT</i>	October 10, 2022 @ noon
B. <i>PICTURE OF NOTICE OF HEARING POSTER</i>	October 10, 2022 @ noon
3. ATTEND:	ATTEND ON
A. <i>LOCAL LICENSING AUTHORITY HEARING</i> (City Hall Municipal Court Hearing Room - 250 North 5 th Street)	October 24, 2022 @ 9 a.m.

A Findings Report will be submitted to the Hearing Officer from the following City of Grand Junction Departments: 1) Police, 2) Fire, 3) Community Development, and 4) Sales Tax.

Should you have any questions, please call 970.244.1509.

Sincerely,

Janet Harrell

Janet Harrell, CMC
Deputy City Clerk

File

**Posting non-compliance may result in the public hearing being re-scheduled.*

City Council Ordinance No. 5064 (in relevant part):

5.13.027 Hearing procedures.

The premises for which an application has been made for a regulated cannabis license shall be posted no less

than fourteen days prior to the public hearing.

Janet Harrell, CMC

Deputy City Clerk, City of Grand Junction

250 North 5th Street

Grand Junction CO 81501

970.244.1509

From: [cityclerk](#)
To: [Debbie Kemp](#); [Selestina Sandoval](#); [Janet Harrell](#); [Kerry Graves](#); [Amy Phillips](#)
Subject: FW: City of Grand Junction - Cannabis License Application Hearing - 81505, LLC dba Lucky Monkey Buds III
Date: Tuesday, October 4, 2022 10:07:39 AM
Attachments: [Delivered City of Grand Junction - Cannabis License Application Hearing - 81505 LLC dba Lucky Monkey Buds III.msg](#)

From: postmaster@outlook.com <postmaster@outlook.com>
Sent: Tuesday, October 4, 2022 10:07:29 AM (UTC-07:00) Mountain Time (US & Canada)
To: cityclerk
Subject: Delivered: City of Grand Junction - Cannabis License Application Hearing - 81505, LLC dba Lucky Monkey Buds III

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