

*Review and Findings Report*

TO: Cannabis Licensing Authority  
FROM: Greg Caton, City Manager  
DATE: October 13, 2022  
SUBJECT: Cannabis Business License Application for Golden Rookie, LLC

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Pursuant to Grand Junction Municipal Code (GJMC) 5.13.016(e)1 the Application of Golden Rookie, LLC for a Retail Cannabis Business License at 605 Grand Avenue, Grand Junction, CO 81501 has been reviewed for compliance with GJMC Titles 3, 5, 21, and 27 for Regulated Cannabis Businesses. The following findings are made with respect to the forms and content of the Application:

**Regulated Marijuana License Application**

All requirements of the Application have not been met.

The Application is deficient as follows:

1. The landlord/property owner statement is only signed by Vicki Sanger. The Mesa County Assessor indicates that the property is owned by Vicki Sanger and Rick Sanger, jointly.

**Oath of Applicant**

All requirements for the Oath of Applicant have been met.

**Proposed Operating Plan**

All requirements for the Proposed Operating Plan have been met.

**Insurance Binder, Quote or ACORD**

All requirements of the Insurance Binder, Quote or ACORD have been met.

**Oath of No Overlap**

All requirements for the Oath of No Overlap have been met.

**Zoning Verification**

All requirements for the Zoning Verification have not been met.

The Zoning Verification is deficient as follows:

1. The Property Owner is listed as Vicki Sanger; the Mesa County Assessor indicates that the property is owned by Vicki Sanger and Rick Sanger, jointly.

### **Proof of Ownership or Legal Right to Proposed Premises**

All requirements for Proof of Ownership or Legal Right to Proposed Premises have not been met.

The Proof of Ownership or Legal Right to Proposed Premises is deficient as follows:

1. Mesa County Assessor indicates that the property is owned by Vicki Sanger and Rick Sanger, jointly. The Commercial Lease Agreement is only signed by Vicki Sanger.
2. The Commercial Lease Agreement is dated June 8, 2022, but the tenancy does not commence until 12:00 noon on January 1, 2023, and the term is year-to-year as referenced in Section 5. A handwritten note accompanied the lease indicates that the lease has a guaranteed five-year term; it is not signed, dated and the author is unknown.
3. The typed amendment to the lease is not signed and/or dated by the parties.

### **Property Authorization**

All requirements for the Property Authorization have not been met.

The Property Authorization is deficient as follows:

1. The Property Authorization is only signed by Vicki Sanger. The Mesa County Assessor indicates that the owners of the property are Vicki Sanger and Rick Sanger, jointly.

### **Floor Plan**

All requirements of the Floor Plan have been met.

### **Security Plan**

All requirements of the Security Plan have been met.

### **Business Entity Documents**

All requirements of the Entity Structure, Ownership Information, Identification, and Fingerprinting documents have been met.

### **Other**

### **General Conditions applicable to approval of any Application**

1. Licensee shall keep a complete set of records (GJMC 5.13.037).
2. Licensee and premises are subject to audits, examinations, and inspections (GJMC 5.13.038).
3. Licensee shall remit sales and use tax pursuant to GJMC 5.13.042 & GJMC 3.16 et. seq.
4. Licensee must apply for renewal of license at least 45 days prior to expiration of license.

## **DETERMINATION**

The Application of Golden Rookie, LLC for a Retail Cannabis Business License at 605 Grand Avenue, Grand Junction, CO 81501 has been reviewed and has been found to **not meet** the requirements of GJMC Titles 3, 5, 21, and 27 for a Regulated Cannabis Business.

Any responses to this Review & Findings Report must be submitted as one complete packet and received by the City Clerk's Office no less than 24 hours prior to the scheduled hearing.

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 'GR' or similar, located below the list of conditions.

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



**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: <u>2058 Sidewinder Ct</u>	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	\$	Interest Paid	\$ <u>0</u>
Interest and Dividends	\$ <u>0</u>	Rent Paid	\$ <u>0</u>
Business and/or Partnership Income	\$	Federal and State Income Taxes	\$ <u>0</u>
Real Estate Income - Rentals, etc...	\$ <u>21,850/mo</u>	Other Taxes	\$ <u>0</u>
Other Income* <i>(Alimony or child support payments need not be revealed unless it is desired to have such payments counted toward total income.)</i> <u>Grat this year was \$510,737 this change each year</u>	\$ <u>510,737</u>	Alimony, Child Support, and Separate Maintenance Paid	\$ <u>0</u>
<b>TOTAL</b>	\$	<b>TOTAL</b>	\$

**CONTINGENT LIABILITIES**

**PERSONAL INFORMATION:**

As Endorser or Co-Maker	\$ <u>0</u>	Do you have a will? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If so, name of executor:
Legal Claims & Judgments	\$ <u>0</u>	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	\$ <u>0</u>	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	\$ <u>0</u>	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)	\$ 670,000	Accounts Payable	\$ 0
Notes and Loans Receivable (See Schedule B)	\$ 0	Credit Cards Payable	\$ 0
Stocks and Bonds - Marketable (See Schedule C)	\$ 0	Unsecured Loans Payable	\$ 0
Other Stocks and Bonds (See Schedule C)	\$ 0	Secured Loans Payable - Vehicle, etc...	\$ 0
Real Estate Owned (See Schedule D)	\$ 8,990,000	Real Estate Secured Loans (See Schedule D)	\$ 1,217,000
Cash surrender value of life insurance (See Schedule E)	\$ 0	Life Insurance Loans (See Schedule E)	\$ 0
IRA or other Retirement Accounts	\$ 0	Unpaid Taxes Due - Federal, State, Local	\$ 0
Net Worth of Business (Attach Financial Statement)	\$ NA	Other Liabilities	\$ 0
Vehicles and other personal property (See Schedule F)	\$ 305,000	<b>Total Liabilities</b>	\$ 1,217,000
Other Assets (See Schedule G)	\$ 27,000	<b>Net Worth (TA-TL)</b>	\$ 8,775,000
<b>TOTAL ASSETS</b>	\$ 9,992,000	<b>TOTAL LIABILITIES &amp; NET WORTH</b>	\$ 11,209,000 <sup>NS</sup>

SCHEDULE A - CASH ON HAND & IN BANKS:

NAME OF FINANCIAL INSTITUTION	ACCOUNT HOLDER(S)	ACCOUNT NO.	ACCOUNT TYPE	APPROX. BAL.	PLEGDED
Home Loan State Bank	checking/Vicki	0211077601	checking	\$ 5,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
First Horizon Advisors	investment/Vicki		investment acct	\$ 110,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Old National Bank	checking/Vicki	550,000	line	\$ 550,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Wells Fargo	check/Vicki	5205671844	checking	\$ 5,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

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
2058 Sidewater Ct G.J.	Aug 2013	\$ 557,000	\$ Wells	\$ 0	\$ 333,000	\$ 1,100,000
605 Grand Avenue G.J. CO	2001	\$ N/A	\$ Home Loan	\$ 1,750	\$ 55,000	\$ 600,000
322 N 1st St. G.J. CO	2001	\$ N/A	\$ BOA	\$	\$ 87,000	\$ 450,000

Continued attached schedule D

**SCHEDULE E - LIFE INSURANCE**

NAME OF INSURANCE COMPANY	OWNER OF POLICY	BENEFICIARY	FACE AMOUNT	POLICY LOANS	CASH SURRENDER VALUE
All term			\$ 2,000,000	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

**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.
Accura	\$ 20,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$ 0	\$ 0
Dodge	50,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$ 0	\$ 0
thunderbird	\$ 25,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$ 0	\$ 0
Beet	80,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$ 0	\$ 0
Household trailers/motocycles	\$ 100,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	all free and clear	\$ 0	\$ 0
Cadillac	10,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$ 0	\$ 0
Ice cream train	\$ 5,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$ 0	\$ 0
Mobile food truck	5,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$ 0	\$ 0

**SCHEDULE G - OTHER ASSETS:**

DESCRIPTION	EST. VALUE	SUBJECT TO DEBT	CREDITOR NAME	MO. PAYMENT	CURRENT BAL.
two Commercial Buses	\$ 5,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$ 0	\$ 0
Gleazy Hotdog stand	15,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$ 0	\$ 0
restaurant equipment	\$ 7,000	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		\$ 0	\$ 0
	\$	<input type="checkbox"/> Y <input checked="" 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 #: 521-61-1665

Date of Birth: 3/5/76





Continued schedule D.

address	acquired	cost	mo pmt	rental income	mortgage balance	market value
2005 N 4th G.7. Co	2022	369,900		Future rents \$31000	292,000	450,000
120 Red Mesa Heights	2022	300,000	0	Future spec	Free + clear	325,000
Vacant lot Address TBD Parcel #	2022	NA	0	Future spec	Free + clear	150,000
702 37 1/10 Rd Palisade	2022	450,000	0	1,350 -	Free + clear	450,000
mobile home / address TBD	2022	included in Palisade costs	0	Future rents \$1,800	Free and clear	100,000
Dublin house Maple Grove		3,000,000			450,000	5,000,000
vacant lot maple Grove			0	0	0	300,000
2 Vacant lot	2019	65,000 65,000	0	0	0	130,000

\* 2005 N 4th is being remodeled and will be rented to traveling Nurses at \$3,000 a month

\* 702 37 1/10 Rd Palisade is a mobile home that will rent for \$1,600/mo and two food truck lots that rent for \$1,300/mo

Current rents

605 Grand \$1,750  
 322 N 6th #1 \$550  
 322 N 6th #2 \$550  
 Dublin house \$19,000 / mo

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 any 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.



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.

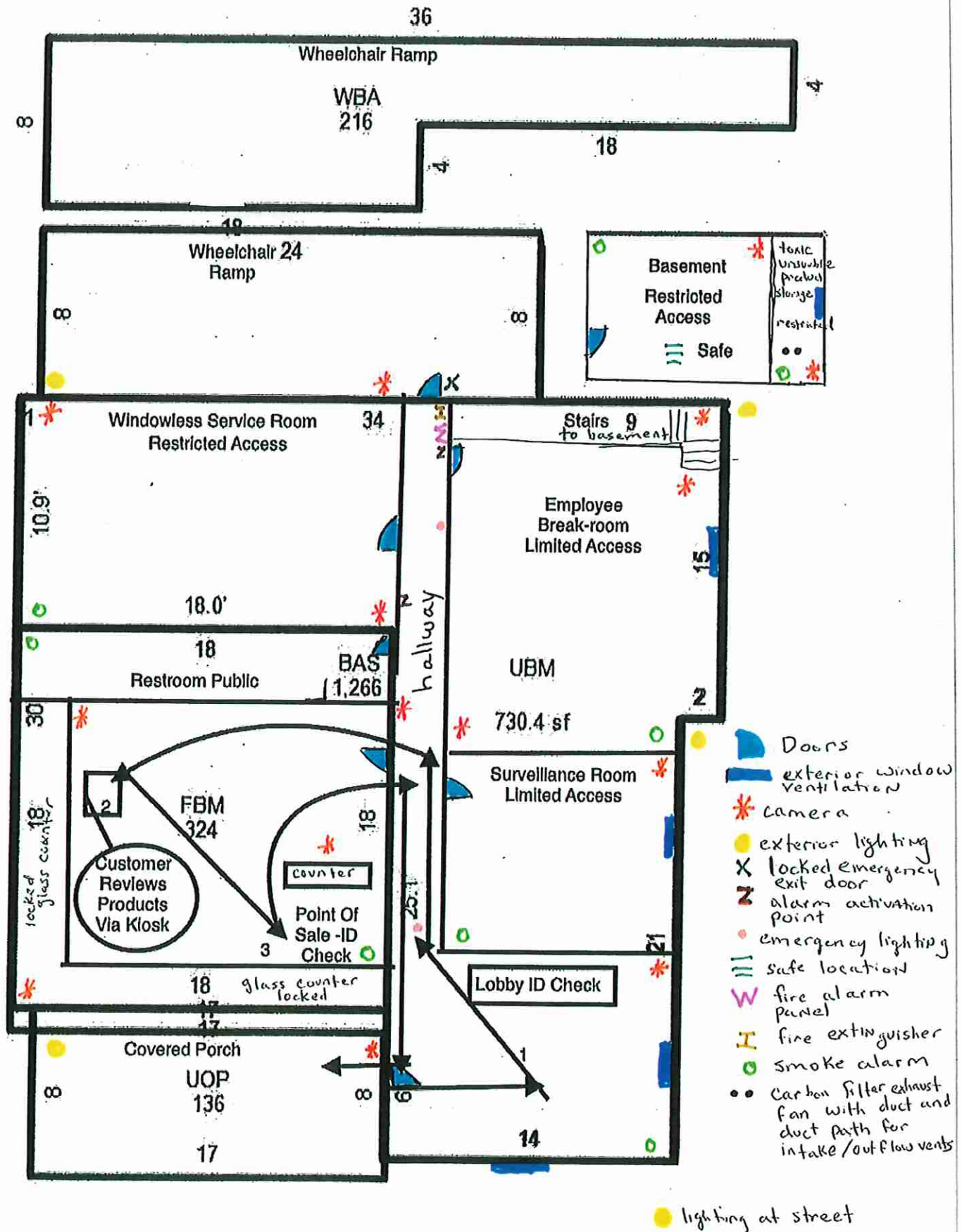
A handwritten signature in black ink, appearing to be the initials 'AR' or similar, located below the main text block.

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 'th' or similar, located below the text.

1,296 sq ft main floor  
 324 sq ft basement



- 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 (1) 16 camera NVR-40 day record, (12) IP cameras, (4) Cat6 Cable, (1) LCD Monitor and Installation. 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 lives next door to this property. 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	16 Camera NVR - 40 Day Record	\$ 4,775.00		4,775.00
12	IP Camera	189.00		2,268.00
4	Cat6 Cable	218.00		872.00
1	LCD Monitor	184.00		184.00
40	Installation Labor	100.00		4,000.00
SUBTOTAL				\$ 12,099.00
TAX RATE				8.52%
SALES TAX				-
Other				-
<b>TOTAL:</b>				<b>\$ 12,099.00</b>

# 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	Touch Screen Control Keypad			
2	Man Doors			
4	Windows			
1	Panic Button			
	Connect to Monitoring			
	Monthly Monitoring Fee \$35.00			
1	Total Equipment & Installation	375.00	T	375.00
SUBTOTAL				\$ 375.00
TAX RATE				8.52%
SALES TAX				31.95
Other				-
<b>TOTAL</b>				<b>\$ 406.95</b>

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' or 'Ala', written in a cursive style.

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.

Have you ever been arrested, served with a criminal summons, charged with, or convicted of any crime or offense in any manner in this or any other state?

Yes  No A.A Initials

- You must include all arrests, charges and convictions regardless of the outcome, even if the charges were dismissed or you were found not guilty.
- You must include all arrests, charges and convictions regardless of the class of the crime (felonies, misdemeanors and/or petty offenses).
- You must include all serious traffic offenses, including DUI, DWAI, reckless driving, leaving the scene of an accident, driving under suspension, revocation or denial, or any other offense which resulted in you being taken into custody or served with a summons into Court.

**NOTICE:** Do not rely upon your understanding that an arrest or charge is "not supposed to be on my record." A criminal record was not cleared, erased, sealed or expunged unless you were given, and have in your possession, a written order from a Judge directing that action.

**IF YOU ANSWERED YES ABOVE, COMPLETE ATTACHED CRIMINAL HISTORY SUPPLEMENTAL SHEET**

Have you (as an individual, as a member of a partnership or other form of domestic or foreign business entity, or as an owner, director, or officer of a corporation) ever been a party to a lawsuit (other than divorces) either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other state? This includes all civil litigation, regardless of the type of lawsuit or the court of jurisdiction. List all cases without exception, including bankruptcies and cases in Small Claims Courts.

Yes  No A.A Initials

**IF YOU ANSWERED YES ABOVE, COMPLETE ATTACHED CIVIL LITIGATION HISTORY SUPPLEMENTAL SHEET**

For each offense for which you were arrested or charged, **YOU MUST OBTAIN OFFICIAL DOCUMENTATION FROM THE COURT WHERE YOU APPEARED, SHOWING THE FINAL DISPOSITION (OUTCOME) OF YOUR CASE.** If you received a deferred judgment, a deferred sentence or probation, your documentation must include the date that you were discharged or released from probation or other supervision.

On the attached license data history supplemental sheet, list 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).

If you were in the Armed Forces, please complete the attached Military history supplemental sheet.

I attest that all information I have provided on this Addendum and supplemental documents is true and accurate to the best of my knowledge and acknowledge any omissions and/or falsifications may result in denial or revocation of a regulated cannabis license.

  
\_\_\_\_\_  
(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 'Alaameen Abdool', written in a cursive style.



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

Details:

Date	Type of License	City	County	State	Reason for Denial/Suspension/Revocation

Details:

**City of Grand Junction Civil Litigation History Supplemental Sheet**

Date	Type of Civil Action	City	County	State	Disposition/Outcome
File date 7/22/22	Civil Litigation	Ridgewood	Queens	NY	Case settled / Case dismissal

Were you:  Plaintiff  Defendant  Complainant  Respondent  Other \_\_\_\_\_

Details: Two credit establishments incorrectly reported a negative item on my credit report. (Capital One and Equifax)  
I had to take both through a litigation process in order to get them to correct their reporting errors.

Date	Type of Civil Action	City	County	State	Disposition/Outcome
8/2/22	Civil Litigation	Grand Junction	Mesa	CO	Equifax is in the process of correctly reporting then case will be

Were you:  Plaintiff  Defendant  Complainant  Respondent  Other dismissed

File date  
10/3/22

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

ALAAMEEN ABDOOL,

Plaintiff,

v.

CAPITAL ONE BANK USA; EXTERIAN, LLC,

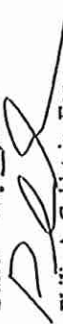
Defendants.

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 23, 2022

  
Phillip A. Goldstein, Esq.  
pgoldstein@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  
alaameenabdoolease@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

ALAAMEEN ABDOOL ("Plaintiff"), on one hand, and CAPITAL ONE BANK (USA), N.A. ("Capital One") on the other (Plaintiff and Capital One collectively, the "Parties") hereby enter into this General Release and Settlement Agreement ("Agreement") as a full and final compromise and settlement of all matters covered by the general release set forth below, including but not limited to all claims alleged in or relating to the complaint styled *Alaameen Abdool v. Capital One Bank USA, et al.*, filed in the United States District Court for the Eastern District of New York, Case No. 21-cv-04072 (KAM)(MMH) (the "Action"), relating to Plaintiff's Capital One credit card ending in -9957, subsequently transferred to credit card ending in -4843, subsequently transferred to credit card ending in -1849, and/or any other account numbers associated with this account (collectively the "Account").

### 1. CONSIDERATION

In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

- a. Actions Required of Plaintiff. Plaintiff agrees to do the following within thirty (30) business days after receipt of a copy of this Agreement from Capital One:
  - i. Plaintiff will deliver to Capital One by email a copy of this Agreement executed by Plaintiff to the Designated Representative identified below;
  - ii. Plaintiff will complete and return to Capital One the most recent version of IRS Form W-9, along with information required to process the Automated Clearing House Network transfer (the "ACH transfer"), including bank name, bank routing number and bank account number;
  - iii. Plaintiff will execute all papers necessary to effectuate a dismissal with prejudice of all claims against Capital One in the Action and any and all other claims covered by the general release contained herein and do all other things as required to effectuate said dismissal; and
  - iv. Plaintiff will return the executed copy of this Agreement and all other documents relating to the dismissal to the following "Designated Representative": Phillip A.

Goldstein, McGuireWoods LLP, 1251 Avenue of the Americas, 20<sup>th</sup> Floor, NY, NY  
10020: paxgoldstein@mcaulirewoods.com.

b. Actions Required of Capital One. Capital One agrees to do the following within thirty (30) business days after Plaintiff completes the "Actions Required of Plaintiff," as set forth above:

- i. Capital One will make a payment of Four Thousand Dollars and Zero Cents (\$4,000.00) inclusive of all attorneys' fees, damages, costs and other fees associated with Plaintiff's claims, payable to Plaintiff as directed by the W-9 referenced above. Capital One shall, at Capital One's discretion, make the Settlement Payment via ACH transfer using the information provided pursuant to Section 1(a)(ii) above;
- ii. Capital One agrees to waive the remaining balance on the Account to the extent not already waived. Plaintiff agrees and acknowledges that Capital One may close the Account, to the extent not already closed, upon receipt of this signed Agreement;
- iii. Capital One will submit a request and demand to the credit reporting agencies to which it reports (Equifax, Experian, and Trans Union; hereinafter, the "Agencies") to delete the trade lines associated with the Account; and
- iv. Capital One will file all papers necessary to effectuate a dismissal with prejudice of all claims against Capital One in the Action and any and all other claims covered by the general release contained herein and do all other things as required to effectuate said dismissal

## 2. GENERAL RELEASE

Plaintiff, on behalf of himself and his past, present, and future agents, representatives, administrators, executors, heirs, devisees, predecessors, successors, assigns (collectively the "Releasing Parties"), hereby releases and forever discharges Capital One, N.A.; Capital One Bank (USA), N.A.; Capital One Financial Corporation; Capital One Services, LLC; and each of their respective past, present, and future employees, stockholders, officers, directors, partners, agents, brokers, contractors, servants, affiliates, subsidiaries, parents, departments, divisions, insurers, attorneys, predecessors, successors and assigns (collectively, the "Released Parties"), and each of them, jointly and severally, from any and all claims or counterclaims, causes of action,

remedies, damages, liabilities, debts, suits, demands, actions, costs, expenses, fees, controversies, set-offs, third party actions or proceedings of whatever kind or nature, whether at law, equity, administrative, arbitration or otherwise, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, which Plaintiff or any of the Releasing Parties may now have or have ever had against any and each of the Released Parties, without exception or limitation, including but not limited to any and all claims arising directly or indirectly from or in any way relating to the Account, and/or Action, or for attorneys' fees or costs relating thereto.

### **3. OWNERSHIP/AUTHORITY**

Plaintiff represents and warrants that: (i) Plaintiff is duly authorized to enter into this Agreement and may lawfully bind Plaintiff and all persons or entities on whose behalf Plaintiff has agreed herein; (ii) Plaintiff has not sold, pledged, encumbered, or otherwise disposed of, in whole or in part, voluntarily or involuntarily, any of the claims released in the general release above; and (iii) Plaintiff is not the subject of any bankruptcy filing nor has Plaintiff been discharged as a result of any bankruptcy filing.

### **4. CREDIT BUREAU REQUEST**

Plaintiff acknowledges that Capital One does not control the actions of the Agencies and thus may only request that the Agencies make changes to Plaintiff's credit history; and that it may take up to 60 days for the Agencies to make the requested changes. If, at any time following 90 days after execution of this Agreement and sending of the above referenced request, Plaintiff determines that one or more of the Agencies have not complied with Capital One's request as set forth above, Plaintiff agrees to provide prompt written notice to the Designated Representative set forth above, and provide copies of any credit bureau reports for which Plaintiff contends the trade line(s) were not updated. In that event, Capital One will, within thirty business days following receipt of such notice and reports, re-contact the Agencies that have not updated Plaintiff's credit reports and again request that the Account be updated as set forth above.

### **5. TAX CONSEQUENCES**

Plaintiff acknowledges and agrees that Capital One may issue one or more 1099 Forms in accordance with federal law related to debt incurred by Plaintiff but not paid and/or payments or credits made by Capital One to or for the benefit of Plaintiff pursuant to this Agreement. Plaintiff

is solely responsible and agrees to release and hold Capital One harmless for any and all potential and/or actual tax consequences that result from this Agreement.

#### **6. CONFIDENTIALITY**

Plaintiff agrees to keep strictly confidential and not to disclose either the terms, facts or the amount of this Agreement to any person other than Plaintiff's accountant, income tax preparer or similar professional, taxing authorities, or as compelled by process of law. To the extent that Plaintiff is compelled to disclose the terms, facts or amount of this Agreement by process of law, Plaintiff shall promptly notify the Designated Representative set forth in Part 1(a)(iv) above at least seven calendar days prior to producing this information. To the extent Plaintiff is required to disclose this information in obtaining professional advice, Plaintiff shall instruct such professional that this information is to be kept confidential.

Plaintiff represents and warrants that Plaintiff has not publicized the details of this settlement. With respect to the Action, the settlement, this Agreement, and the facts and circumstances underlying the Action, the settlement, and this Agreement, Plaintiff agrees not to initiate contact with or otherwise respond to inquiries from the media, nor will Plaintiff issue press releases, public statements, or otherwise publicize same via social media, or in any other fashion or media. Plaintiff acknowledges that confidentiality is a material inducement to Capital One entering into this Agreement.

#### **7. DISCLAIMER OF LIABILITY**

Capital One expressly denies liability in connection with the claims Plaintiff has made, and this Agreement and the performances provided hereunder are made and assumed for the compromise and settlement of disputed claims and are not, and shall not be construed to be, an admission of liability, an admission of the truth of any fact, or a declaration against interest on the part of Capital One or any of the other Released Parties.

#### **8. LEGAL ADVICE**

All Parties represent and warrant that they have or had the opportunity to obtain the advice of counsel of their choice, and/or such other persons as they may have deemed appropriate; that they have carefully read and fully understand all of the terms of this Agreement, including the general release and obligations contained herein; and that they enter into this Agreement voluntarily.

**9. CHOICE OF LAW AND WAIVER**

This Agreement is to be construed in accordance with and governed by the laws of the United States of America and by the Internal laws of the Commonwealth of Virginia without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the United States of America or the Internal laws of the Commonwealth of Virginia to the rights and duties of the Parties.

Any failure to enforce any terms or conditions of this Agreement by any of the Parties shall not constitute a waiver of any right to assert any of the terms and conditions of this Agreement.

**10. SUCCESSORS AND COUNTERPARTS**

This Agreement shall be binding upon and inure to the benefit of the Parties and their agents, next of kin, executors, administrators, legal representatives, successors and assigns. This Agreement may be executed in counterparts, and may be executed by facsimile, and as so executed shall constitute one agreement.

**11. ENTIRE AGREEMENT AND SEVERABILITY**

This Agreement reflects the entire agreement by and between the Parties, and no statement, promise or inducement that is not contained herein shall be valid and binding. If any provision or portion of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, only that provision, or portion thereof, shall be deemed omitted from this Agreement, and only to the extent to which it is held invalid, and the remainder of the Agreement shall remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties sign below indicating their intent to be bound by all of the terms and conditions of this Agreement.

Date: July 27, 2022

DocuSigned by:  
Margaret Matavich  
E1866082B1423428  
Capital One Bank (USA), N.A.

By: Margaret Matavich  
Title: Senior Manager, Senior Counsel

Date: 7/21/22

Ah  
Alaameen Abdool

State of Colorado )  
) ss:  
County of Mesa )

The foregoing General Release and Settlement Agreement was acknowledged before me, a Notary Public for the State of Colorado, by Alaameen Abdool, on this 21<sup>st</sup> day of July, 2022.

Anai Gallegos  
Notary Public  
Notary Public  
Title of Office



My commission expires: 05/19/2026

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Case No. 22-cv-02077-GPG,

ALAAMEEN ABDOL,

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]<sup>1</sup>, 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 WFB CD SVC -

<sup>1</sup> 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 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 'M. W. S.', written in a cursive style.

(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

Business Name (dba) Golden Rookie LLC
Physical Address of Business: 605 Grand Avenue Grand Junction CO

As owner of the real property described above, I hereby consent to the use of my property for the purpose of conducting a regulated cannabis business so long as said use is authorized under and in accordance with applicable state and local laws.

- Retail Marijuana Store
Co-Located Medical and Retail Marijuana Store
Retail Marijuana Testing Facility
Co-Located Medical and Retail Marijuana Testing Facility
Medical Marijuana Store
Medical Marijuana Testing Facility

I understand the lessee must operate the business on the property (addressed above) under the provisions of the Grand Junction Municipal Code/Cannabis Licensing Code. I further understand sufficient measures and means of preventing the escape or emission of any gas, vapors, odors, smoke, dust, heat, or glare from exiting the business must always be provided.

If the store or facility type is changed, for example a Retail store applies for a Co-located medical store, then the City will presume that my consent has been revoked and a new application together with my consent for the changed store or facility type will be required.

In exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I hereby release the City its officers, elected officials, employees, attorneys, and agents from all liability for all claims and demands, or causes of action of any kind whatsoever, present or future, in any way relating to or arising from the conduct of the lessee/licensee's business operation on said property.

Signature of Property Owner (Handwritten signature)

Date: Oct-17-22

Printed Name of Property Owner: Rick Sanger

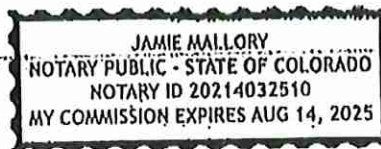
Property Owner Company Name (if applicable): N/A

STATE OF Colorado } ss.
COUNTY OF Mesa }

The foregoing instrument was acknowledged before me this 17 day of October, 2022, by Rick Sanger.

My commission expires August 14, 2025 Notary Public: Jamie Mallory

Office of the City Clerk, 250 North 5th Street, Grand Junction, CO 81501, 970-244-1509
GJCBL Form #0004 Effective 05/08/2022



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

Applicant must complete this form for the proposed location. The form must be submitted to the Community Development Department at [comdev@gjcity.org](mailto:comdev@gjcity.org) along with an application fee of \$100. The Department will review the information and respond to the Applicant via email.

### CONTACT INFORMATION:

Name of Applicant:	Alaameen Abdool
Trade Name of Business:	N/A
Email Address:	vicklsanger@live.com
Phone:	970-712-1503

### PROPERTY

Street Address:	605 Grand Avenue, Grand Junction, CO 81501
Existing Use of Property:	Commercial/business
Property Owner:	Vicki Sanger
Property Owner Contact Information:	970-712-1503

### PROPOSED USE

Retail Cannabis Store                       Co-located Retail & Medical Cannabis Store

### SITE-SPECIFIC CONSIDERATIONS

Drive-Through                                       Residential Units in Building  
 1<sup>st</sup>/Ground Floor                                       2<sup>nd</sup> Floor or Above

**PROPOSED NEW CONSTRUCTION:** An 11x17 site plan showing the Property and building must be submitted for evaluation of zoning. Site plans must be drawn to scale, be clear and legible, show all property lines, and provide dimensions of the property and buildings. Failure to provide this information will result in delays of the zoning verification process.

**PROPOSED DRIVE-THROUGH:** An 11x17 site circulation plan showing the stacking for the drive-through and proposed circulation throughout the site. Site plans must be drawn to scale, be clear and legible, show all property lines, and provide dimensions of the property and buildings.

### TO BE COMPLETED BY THE PLANNING DIVISION

Application Reviewed By: Nicole Galehouse	Date: 06.08.22								
Allowed Use In Zone District: <u>B-2</u> - Horizon Drive Business Improvement District? - Downtown Grand Junction? If yes, what floor? - Drive-Through Permitted?	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/> Yes</td> <td style="text-align: right;"><input type="checkbox"/> No</td> </tr> <tr> <td style="text-align: right;"><input type="checkbox"/> Yes</td> <td style="text-align: right;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td style="text-align: right;"><input type="checkbox"/> Yes</td> <td style="text-align: right;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td style="text-align: right;"><input type="checkbox"/> Yes</td> <td style="text-align: right;"><input checked="" type="checkbox"/> No</td> </tr> </table>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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Separation Requirements Met: - Public/Private Schools, CMU, WCC (1,000 ft) - Substance Use & Mental Health Facilities (500 ft) - Not co-located with a Dwelling Unit(s)	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/> Yes</td> <td style="text-align: right;"><input type="checkbox"/> No</td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/> Yes</td> <td style="text-align: right;"><input type="checkbox"/> No</td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/> Yes</td> <td style="text-align: right;"><input type="checkbox"/> No</td> </tr> </table>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
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<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No								
Director Signature: <i>[Signature]</i>									

**ZONING VERIFICATION  
CANNABIS BUSINESS**

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

**TO BE COMPLETED BY THE PLANNING DIVISION**

Application Reviewed By: _____	Date: _____																
Allowed Use in Zone District: _____ - Horizon Drive Business Improvement District? - Downtown Grand Junction? If yes, what floor? - Drive-Through Permitted?	<table border="0"> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/> Floor</td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> </tr> </table>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/> Floor	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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<input type="checkbox"/>	Yes	<input type="checkbox"/>	No														
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No														
Director Signature: _____																	

**ADDITIONAL COMMENTS:**

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

*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.*

*Ordinance No. 5070 becomes effective on June 5, 2022. If Ordinance No. 5070 does not become effective as scheduled; this zoning verification form will be considered null and void.*



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 2058 Sidewinder Ct  
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 917-434-6844 tenant  
(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.

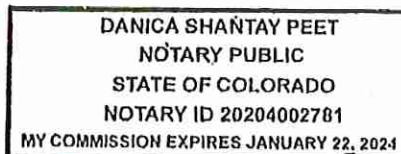
\_\_\_\_\_  
(Witness)

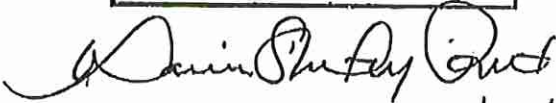
  
\_\_\_\_\_  
Vicki Sanger (Landlord)

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.

Two handwritten signatures in black ink. The top signature is a stylized, cursive 'A'. The bottom signature is a longer, more complex cursive signature.Handwritten initials 'VS' inside a hand-drawn circle.

**COMMERCIAL LEASE ATTACHMENT**

**THIS ATTACHMENT dated this 8<sup>th</sup> 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 17<sup>th</sup> 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, likely belonging to the property owner or a representative.A smaller handwritten signature in black ink, possibly a witness or another party involved in the lease.A handwritten signature in black ink that clearly reads "Rick Sanger", identifying the new property owner mentioned in the text above.

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](http://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](http://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 'HR' or similar, located below the main text block.

# 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 Agreement			
Name: Golden Rookie LLC		Service Date: TBD	
Services	Hours	Rate	Total Cost
Unarmed Guard	0	\$28.50/hr	\$1,639.00/Week
Armed Guard	0	\$30.50/hr	\$1,647.00/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 Rookie 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: \_\_\_\_\_

Citadel \_\_\_\_\_ Client \_\_\_\_\_



# Inside 12 of the Country's Most Stylish Cannabis Dispensaries

EXHIBIT 2