

GRAND JUNCTION CANNABIS LICENSING AUTHORITY

MINUTES

November 9, 2022

I. Call to Order

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

Hearing Officer Rubinstein reviewed the hearing process and confirmed representatives were present for each item.

II. New License Applications – Findings and Decisions

1. JWJ, Inc. dba The Green House Grand Junction, 2540 Highway 6 & 50, Grand Junction, CO 81505, Retail

Appearing

Partner Jeremy Bonin

Partner Jason Werby

Company Administrator Dwayne Baird

Hearing Officer Rubinstein noted she reviewed the application, and the 23-page document submitted on November 8, 2022, which was marked as Exhibit 1.

Staff Attorney Merritt reviewed the documents marked as Exhibit 1, noting the zoning verification submitted with the original application was not the approved zoning verification signed by the Community Development Department. The business name was altered. In response to questions from the hearing officer, staff ensured consistency in the business names in the application review. The floor plan indicates a space for future cultivation; cultivation is currently not allowable, and staff suggested removing this from the floor plan.

Hearing Officer Rubinstein directed the applicant to amend the floor plan within seven days to indicate cultivation is not a current allowed use.

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

Hearing Officer Rubinstein marked the submitted supplement as Exhibit A and ruled the deficiencies noted in the findings report have been resolved, subject to the floor plan being amended and submitted to the City in seven days. Upon receipt of the amended floor plan, the application will be complete and proceed to

the randomized selection process. This ruling is final, and any appeal must be filed with the 21st Judicial District.

2. Elk Mountain Trading Post, LLC dba Elk Mountain Trading Post, 1600 South Highway 50, Grand Junction, CO 81503, Retail

Appearing

Member Suzanne Sheley

Member Randall Sheley

Attorney Tom Volkmann

Hearing Officer Rubinstein noted she reviewed the application and the 98-page response to the City's Findings Report. The response was marked as Exhibit 1.

Staff Attorney Merritt stated the City has concerns with the commencement date and termination date of the lease. Per City Code, the applicant is to demonstrate proof of possession of the premises at the time of application.

Officer Wright testified that the issues he noted in the Findings Report were resolved.

Attorney Volkmann addressed the lease document. He stated the landlord has represented the property as available to the applicant whenever needed. There are tenants on the property currently, but those leases are subject to termination. The applicant being selected in the randomized selection process is the trigger.

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

Kristine and Kenneth Ducote, 550 Grand Mesa Avenue, spoke in opposition to the application on behalf of the neighborhood watch due to concerns about increased crime and traffic.

Brittany Frost, 1610 Canon Avenue, spoke in opposition to the application. The concern is an increase in crime.

Attorney Volkmann noted the dispensary will close at 9:00 p.m. The applicant previously owned this type of business with no problems and is within the proper zoning.

Mr. Sheley stated that they currently have a similar business in De Beque, are proud of how they conduct their business and wish to get along with the community.

Hearing Officer Rubinstein closed the public hearing and will take the matter under advisement. A written order will be issued within 30 days.

3. Nebrina Grand Junction, LLC dba The Fireplace, 2835 ½ North Avenue, Grand Junction, CO 81501, Retail

Appearing

Member Brandon Banks

Attorney Jean Gonnell (remotely)

Hearing Officer Rubinstein noted she reviewed the Findings Report and the applicant's response filed on November 8, 2022, marked as Exhibit 1.

In response to questions, Attorney Gonnell stated the property closing has not yet occurred. The four-month extension has expired; however, a contract is still in place. The applicant entered into a settlement agreement with the Department of Revenue related to a tax issue.

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

Dale Beede, the seller's agent, stated an extension to the purchase/sale agreement would be granted if requested.

Lori Long, the applicant's broker, spoke about the property.

Hearing Officer Rubinstein issued a conditional approval. The conditions are receipt of a written purchase/sale contract extension and copy of the agreement resolving the distraint warrant within seven days. Once received, the application may proceed to the randomized selection process. This ruling is final, and any appeal of this decision must be made to the 21st Judicial District.

4. Centaurus Farms, LLC, 879 Struthers Avenue, Unit D, Grand Junction, CO 81501, Retail and Medical

Appearing

Member John Paoletta

Attorney Drew Gottlieb (remotely)

Hearing Officer Rubinstein noted her review of the 22-page supplemental information submitted on November 8, 2022, marked Exhibit 1.

Staff Attorney Merritt reviewed Exhibit 1. Two issues remained: clarification on the number of parking spaces assigned to the applicant and the applicant's legal right to the premises at the time of application.

Mr. Paoletta testified that the parking lot has 60 spaces shared between multiple businesses, and the landlord assured the applicant he would be allowed 11 spaces.

Principal Planner Galehouse stated that this premises is a free-standing building that is not part of the shopping center and needs to meet its own parking requirements.

Attorney Gottlieb stated the lease term specifically states it began in June 2022

and will continue for 36 months. The premises is vacant, and the applicant has sole right to the property. The lease can be terminated if the applicant is not granted a license.

Mr. Paolella testified that he is currently paying rent.

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

Vicki Sanger questioned allowing two applications at the same address.

Hearing Officer Merritt stated that she understood the matter of separate buildings was taken into consideration when the application was received and processed.

Hearing Officer Rubinstein asked the applicant to provide additional parking information within seven days to ensure the applicant has ample space for the business. Upon receipt of the information, Hearing Officer Rubinstein will take the matter under advisement and issue a written order.

III. New License Applications – Review and Reconsideration

1. Kush Garden Cannabis CO, LLC, Kush Garden Cannabis CO, LLC, 2599 Highway 6 & 50, Grand Junction, CO 81501, Retail

Appearing

Member Dawn Palmer

Attorney Lauren Maytin

City Attorney Shaver gave a brief procedural history of this matter. The applicant initiated a 106 Action with the district court following Hearing Officer Rubinstein's order that the application was incomplete. At this time, the applicant can demonstrate they have the right to 24 parking spaces, eliminating any ambiguity.

In response to questions from the hearing officer, Attorney Maytin stated that the updated parking plan was submitted to the City Attorney within a couple of days of the hearing officer's order. She provided the City Attorney with a lease amendment clarifying the parking issues. Hearing Officer Rubinstein entered the parking plan as Exhibit 1.

Principal Planner Nicole Galehouse testified that the parking plan entered as Exhibit 1 appears to be satisfactory. However, engineering will need to conduct a minor site plan review to ensure the layout is functional.

Hearing Officer Rubinstein will accept the supplement, will review the application again, and issue a written order.

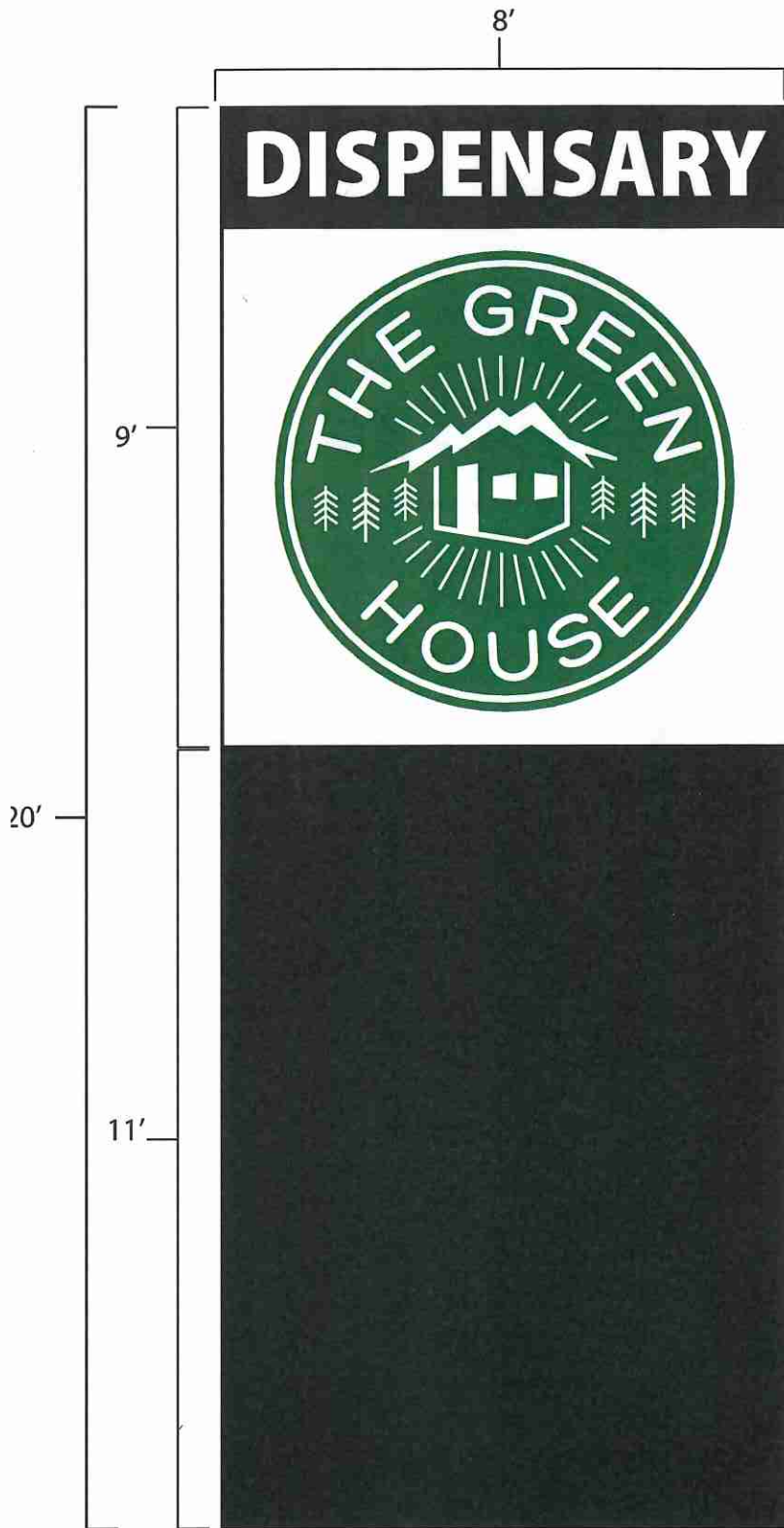
IV. Other Business

There was none.

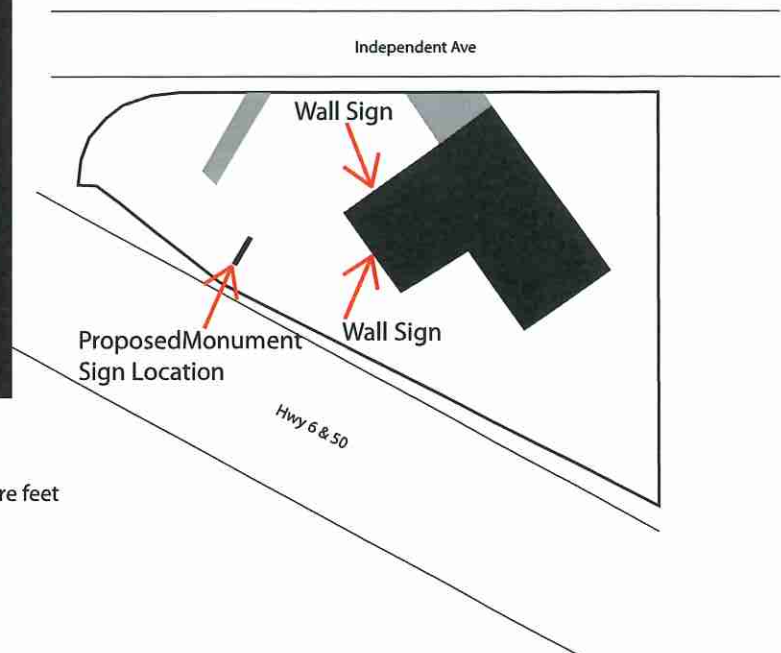
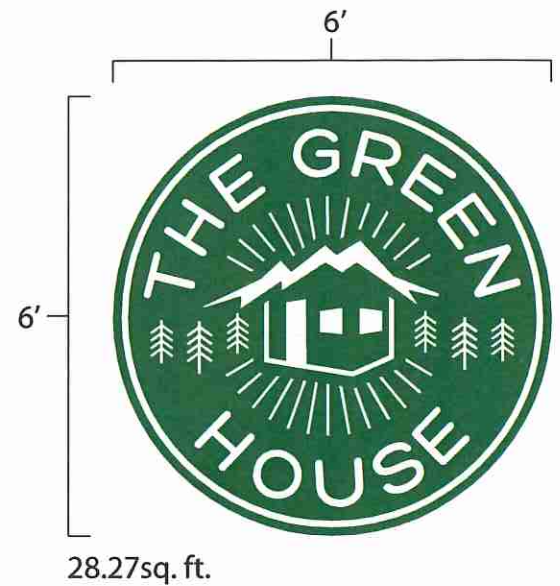
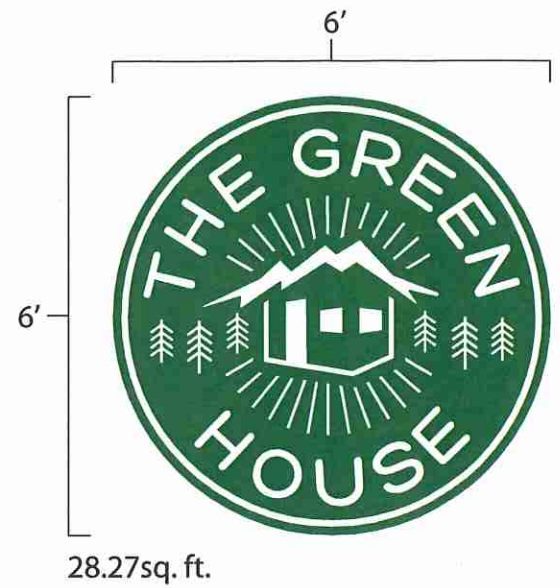
V. Adjournment

The meeting adjourned at 10:23 a.m.

Sign Plan
 JWJ Inc
 The Green House Grand Junction
 2540 Hwy 6 and 50
 Grand Junction, CO 81505



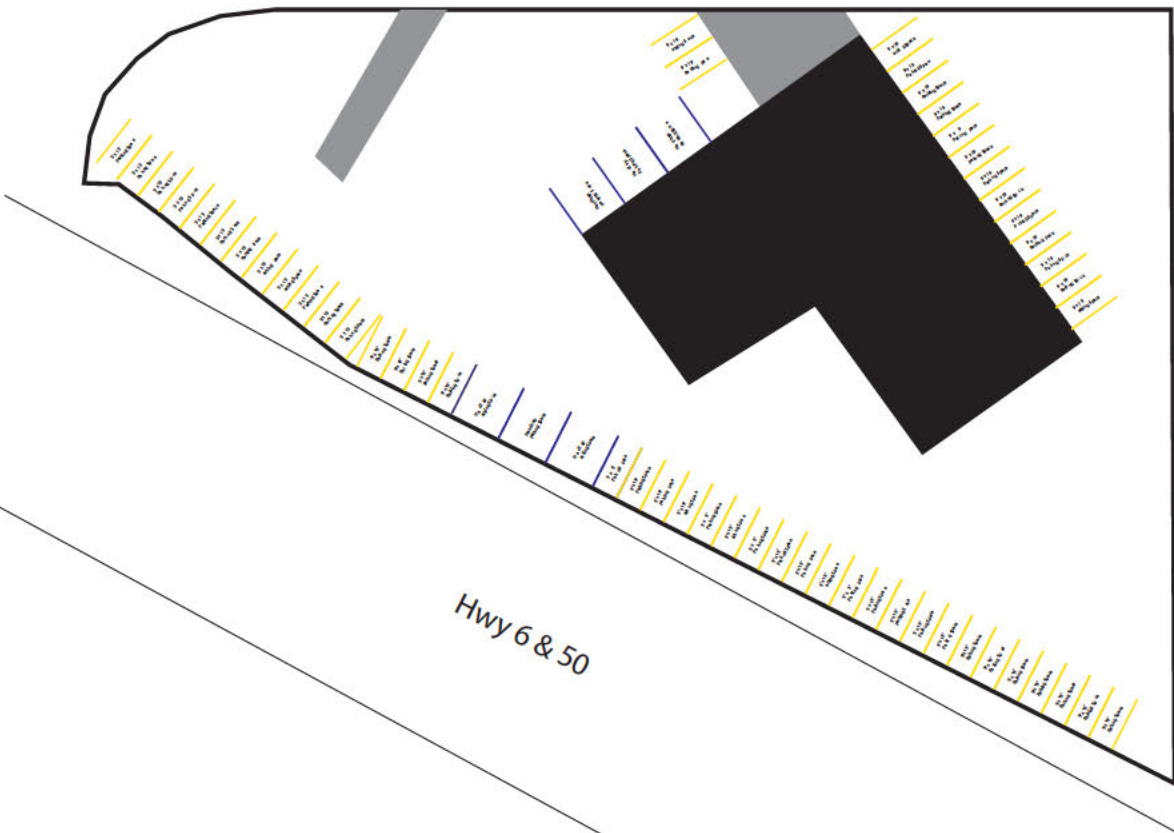
72 Sq. Ft.



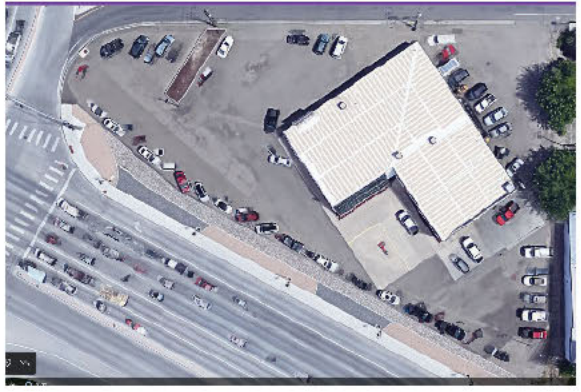
Monument Sign is 72 Square Feet with a 9' x 11' base, Each wall sign is 28.27 square feet for a total proposed signage square footage of 128.54.
 Monument and Wall Signs will be internally lit cabinets with translucent vinyl.

EXHIBIT 1

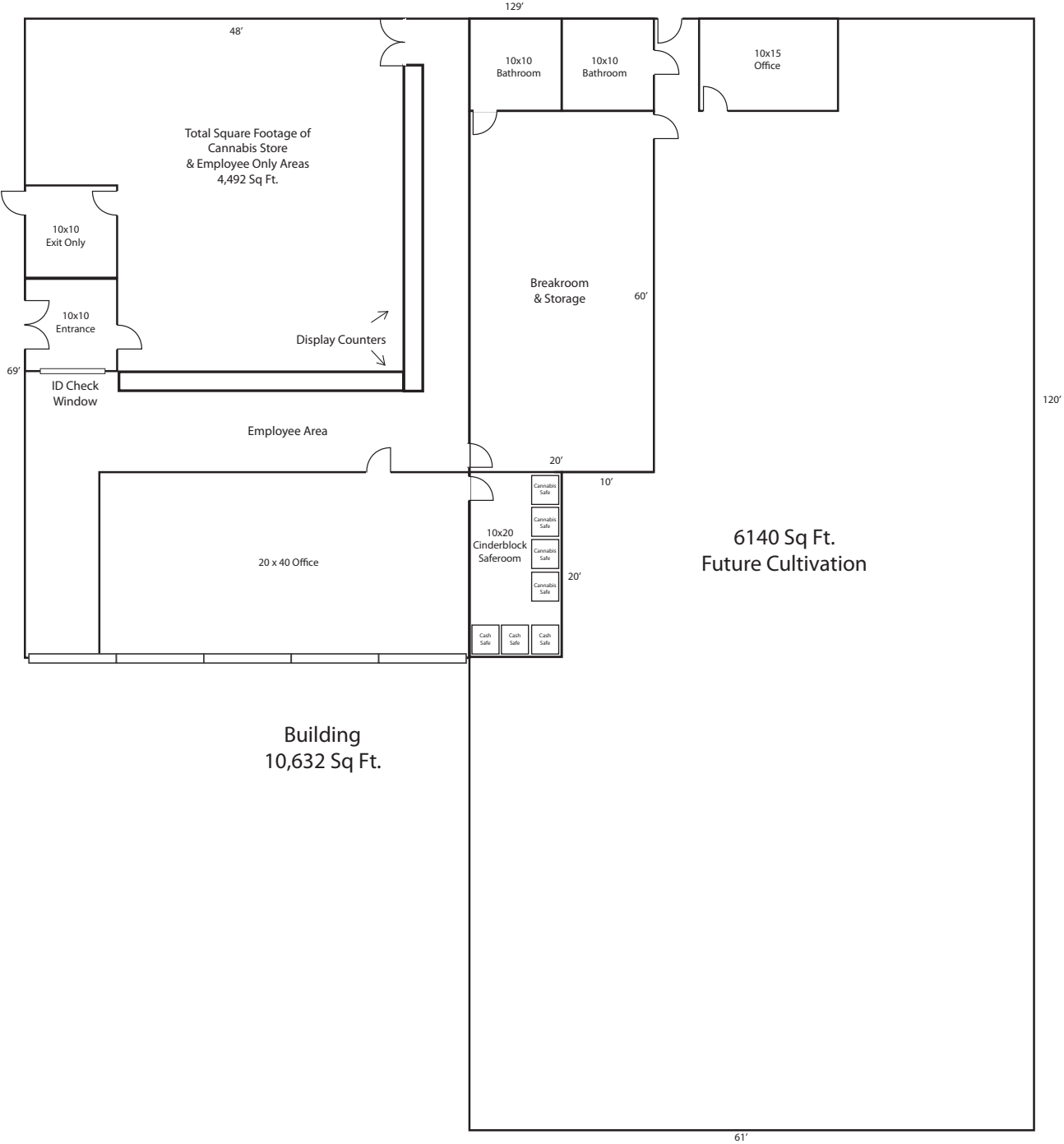
Independent Ave

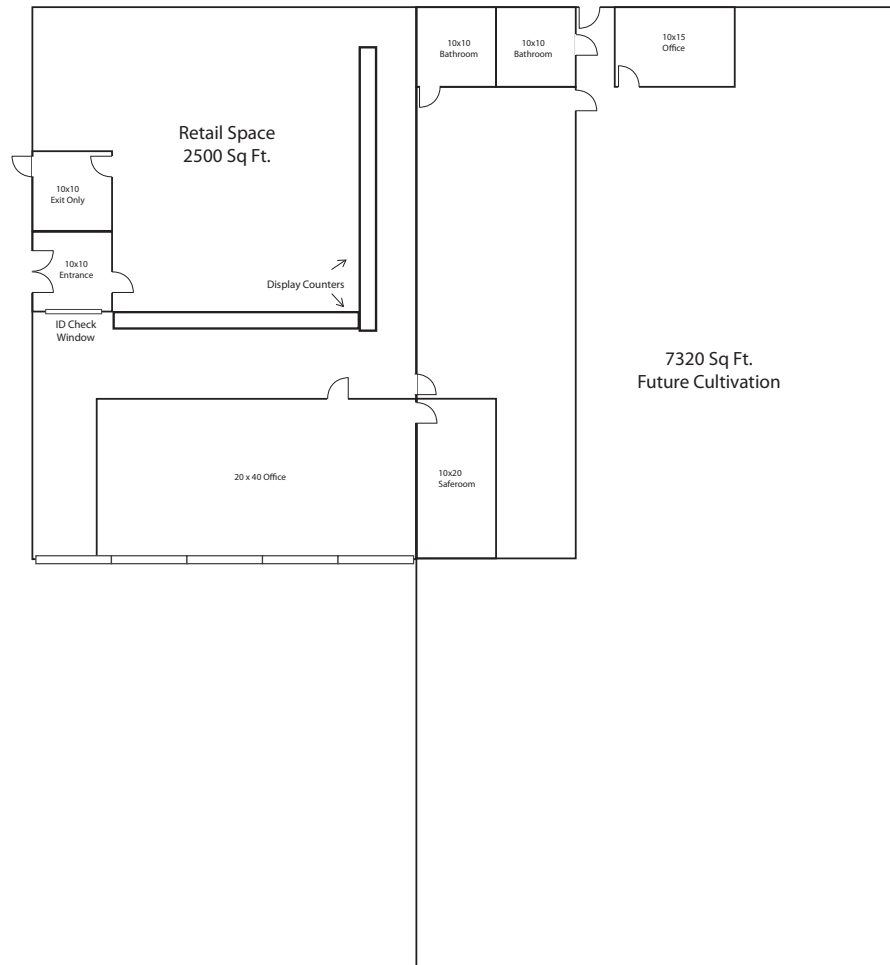


53 Regular Parking Spaces
6 Handicap Parking Spaces
Building is 10,600 sq. ft.
1 Parking Space per 300 sq. ft. = 36

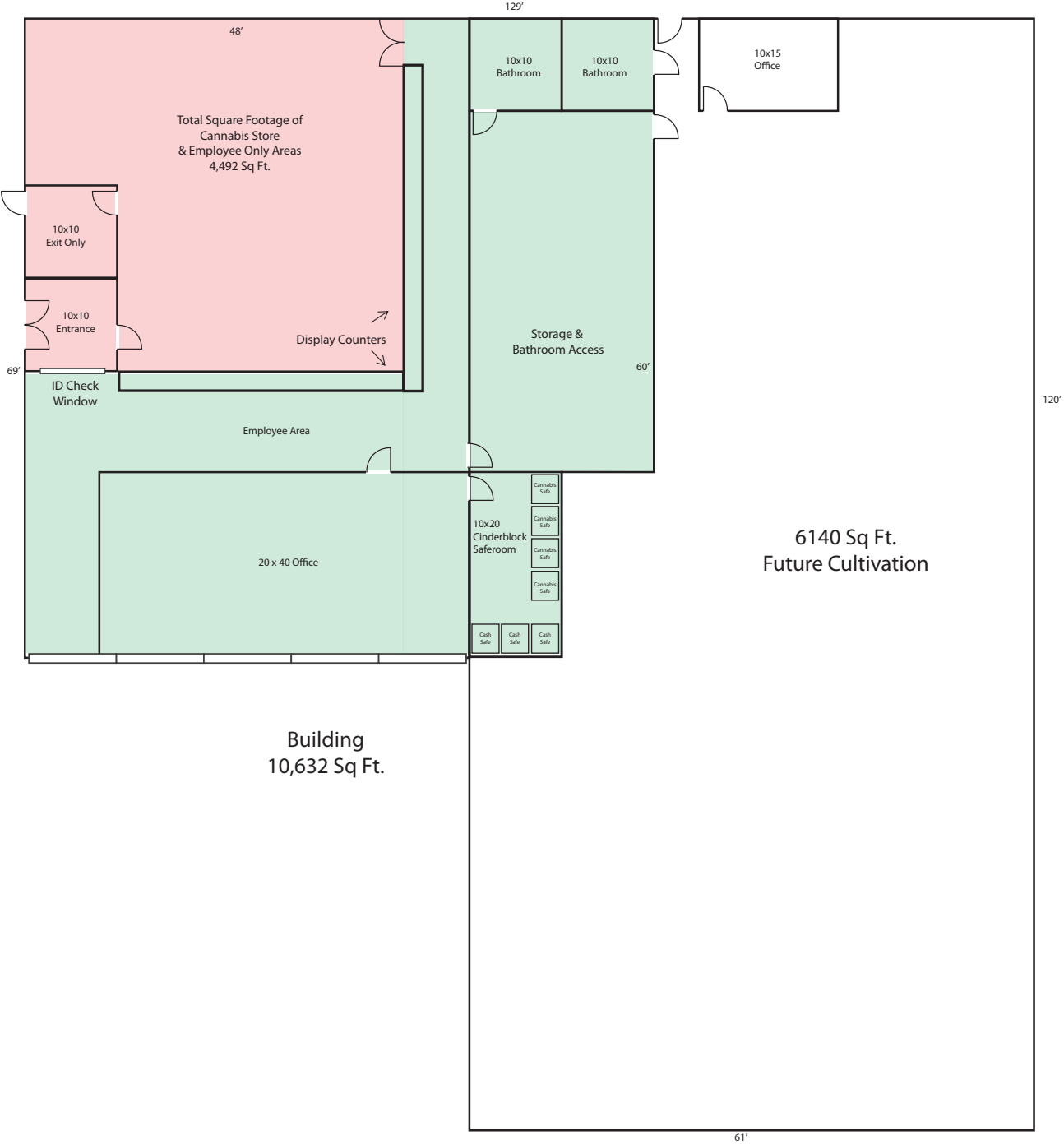


Floor Plans
JWJ Inc
The Green House Grand Junction
2540 Hwy 6 and 50
Grand Junction, CO 81505





Access Plan
JWJ Inc
The Green House Grand Junction
2540 Hwy 6 and 50
Grand Junction, CO 81505



- Customer Space (Over 21 Only)
- Employee Only
- Future Cultivation



Regarding 2450 US 6 Building Owner Statement.docx

DocVerify ID: 2B93D949-4442-4569-8A94-A0810CDDA9E8
Created: October 04, 2022 14:37:39 -8:00
Pages: 1
E-Sign: Yes

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E-Signature Summary

E-Signature 1: Robert Wilson (RW)

Oct 04, 2022 19:48:09 -8:00 [EBF10FB74360] [172.58.61.183]
bob71941@live.com

E-Signature 2: Jeremy Bonin (JB)

Oct 05, 2022 10:48:39 -8:00 [FA2E7842DBDD] [64.188.179.194]
jbonin@jandjinc.net



Regarding 2450 US 6 & 50


Owner Building Statement

To Whom it May Concern,

All systems including Electrical, HVAC, Fire Suppression, Burglar Alarm, Surveillance and/or any other applicable systems that have the ability to be, will be modified by the tenant to meet the requirements of the Grand Junction Municipal Code.

LANDLORD:

ROBERT G. WILSON TRUSTEE
FOR RAYMOND C. HOUCK

 Robert Wilson
Signed on 2022/10/04 19:48:09 -8:00

Dated: 10/04/2022

Robert G. Wilson, Trustee for
Raymond C. Houck

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**REGULATED CANNABIS BUSINESS LICENSE
AUTHORIZATION TO USE PROPERTY FOR A CANNABIS BUSINESS**

Business Name (dba) The Green House
Physical Address of Business: 2540 Hwy 6 and 50 Grand Junction, CO 81505

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 ☐ Medical Marijuana Store
☐ Co-Located Medical and Retail Marijuana Store
☐ Retail Marijuana Testing Facility ☐ Medical Marijuana Testing Facility
☐ Co-Located Medical and Retail 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. I understand that in the event any gas, vapors, odors, smoke, dust, heat or glare, or other substances exit the business, I am, jointly and severally, liable for such conditions, and shall be responsible for the immediate, full clean-up and correction of such condition. I further understand that in issuing a marijuana business license, the City of Grand Junction assumes no legal liability or duty of care regarding the licensee's business operation or possession of the property.

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.

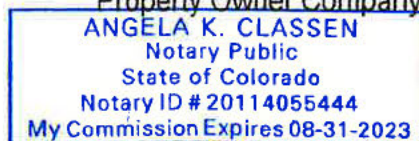
Robert G. Wilson, Trustee
For Raymond C. Houck
Signature of Property Owner

10/5/2022
Date

Robert G. Wilson, Trustee
For Raymond C. Houck
Printed Name of Property Owner

Property Owner Company Name (if applicable)

STATE OF Colorado)
COUNTY OF Mesa) ss.



The foregoing instrument was acknowledged before me this 5th day of Oct., 2022 by Robert G. Wilson, trustee for Raymond C. Houck.

My commission expires: 8-31-23 Notary Public: Angela K. Classen

**Triple Net Lease.2540 Highway 6 and 50.Grand Junction.Updated
10.04.2022.pdf**

DocVerify ID: 58608A5E-4D98-4F62-8C32-E53FB47D917D
Created: October 04, 2022 14:37:39 -8:00
Pages: 11
E-Sign: Yes

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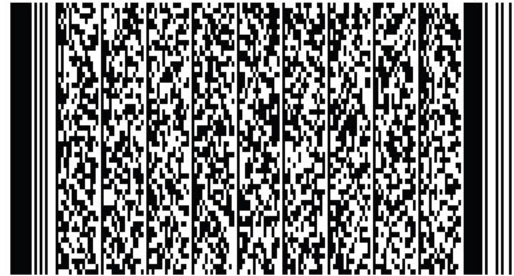
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E-Signature Summary**E-Signature 1: Robert Wilson (RW)**

Oct 04, 2022 19:48:08 -8:00 [E180146C0DCA] [172.58.61.183]
bob71941@live.com

E-Signature 2: Jeremy Bonin (JB)

Oct 05, 2022 10:48:38 -8:00 [FAC82CC0B8CF] [64.188.179.194]
jbonin@jandjinc.net



TRIPLE NET LEASE

THIS LEASE ("Lease") is made between ROBERT G. WILSON, TRUSTEE for RAYMOND C. HOUCK ("Landlord"), and 4 BOARDS, INC, a Colorado corporation, by Jeremy Bonin, President ("Tenant").

- 1. Premises and Term.** In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants of this Lease, Landlord leases to Tenant, and Tenant accepts from Landlord, the premises located in Mesa County, Colorado, more particularly described as:

Lot 1, Independent Avenue Commercial Park in T10S, R1W, Ute Meridian, Mesa County, Colorado, known as 2540 Highway 6 & 50, Grand Junction, Colorado 81501

together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to the premises and together with the buildings and other improvements erected upon the premises ("Premises")

Tenant shall have and hold the Premises for a term commencing at 12:00 noon on September 1, 2021, and ending at 12:00 noon on February 28, 2022. The initial six-month lease term shall become a month-to-month tenancy until such time as the receipt by the Tenant of licenses issued by both the City of Grand Junction and the Colorado Marijuana Enforcement Division (hereinafter "COMED") for the operation of a retail marijuana store on the Premises. If Tenant receives both a license from the City of Grand Junction and a license from COMED to operate a retail marijuana store, the tenancy shall convert to a ten-year term. Such ten-year term shall begin on the date Tenant has been issued the license that is second to issue from either the City of Grand Junction or COMED and shall end on a date falling ten years thereafter (the "Term"). If, after the initial six-month term, Tenant does not obtain both such licenses this Lease shall terminate upon 10-day notice provided by Tenant to Landlord, and, in such case, the parties shall have no further obligations or duties pursuant to the terms hereof.

- 2. Rent.** Tenant agrees to pay rent to Landlord for the Premises, without deduction or setoff, in the amount of Ten Thousand Dollars (U.S. \$10,000.00) per month from September 1, 2021 through February 28, 2022 and any month-to-month period as set forth in paragraph 1 above. The first and last monthly installment shall be due and payable within five days of the signing of this Lease, and monthly installments as set forth in this paragraph shall be due and payable without demand on or before the 1st day of each succeeding calendar month. If a ten-year term commences as set forth in paragraph 1, Tenant agrees to pay the amount of Ten Thousand Dollars (U.S. \$10,000.00) per month during the Term of this Lease. For the duration of the Term, each monthly installment shall be due and payable without demand on or before the 1st day of each succeeding calendar month.
- 3. Tenant Renewal.** If a ten-year term commences as set forth in paragraph 1 and Tenant is not in default under any provision of this Lease, Tenant shall have the option to renew this Lease for two additional ten-year terms. Such renewal shall be on the same terms as set forth herein at the expiration of each ten-year lease period. Tenant shall exercise such option by providing

Lease Agreement: 2540 Highway 6 and 50, Grand Junction, CO 81501

RW JB

Initials: Landlord Tenant

1



written notice to Landlord no less than ninety (90) days before the expiration of each ten-year lease period. In the event of such renewal the terms of this Lease shall remain the same except that the monthly rent due shall increase by an amount equal to ten percent (10%) of the monthly rent due during the preceding ten-year lease period.

- 4. Automatic Termination.** Due to the nature of retail marijuana, if Tenant obtains proper licensing and is operating a retail marijuana business, this Lease shall automatically terminate if:
- a. Colorado law or other applicable local law changes and Tenant can no longer legally operate a retail marijuana business;
 - b. There is a change in the federal government's enforcement priorities such that Tenant is in jeopardy of investigation or prosecution due to Tenant's marijuana activities;
 - c. Tenant materially violates applicable marijuana laws or regulations, including an adverse ruling or conclusion of violation by COMED; or
 - d. Tenant loses its state or local marijuana license(s).

If this Lease terminates as provided above, Tenant shall immediately cease all marijuana operations on the Premises and, subject to COMED and/or other applicable laws, immediately surrender the Premises to Landlord.

- 5. Utilities.** Tenant shall be responsible for and timely pay for all utilities and utility expenses of every kind and nature that are in related to Tenant's use, operation, occupancy and maintenance of the Premises during the Term of the lease and any renewals.
- 6. Sanitation.** Tenant shall pay for garbage collection services and shall prepare same for collection in the manner and at the times and places specified by Landlord and in accordance with applicable municipal ordinances and regulations. Tenant shall keep the Premises clean and free from insects, vermin, and refuse.
- 7. Real Property Taxes.** Tenant shall pay all real property taxes assessed against the Premises during the Term of this Lease. Tenant shall pay One Thousand Two Hundred and Eleven Dollars and 67/100s (U.S. \$1,211.67) monthly to Landlord during the Term of this Lease, or such other amount as is necessary, based on changes to the real property tax rate for or the assessed value of the Premises, to be applied to real property taxes due during the Term of this Lease. Tenant shall be solely liable for additional amounts due for real property taxes during the Term of this Lease beyond the amounts paid monthly as provided above. Any surplus amounts held by Landlord at the end of the Term shall be refunded to Tenant upon termination of this Lease. Landlord shall not be obligated to hold the amounts paid pursuant to this paragraph in a separate fund but may mix the amounts paid with other funds of Landlord.

- 8. Condition of Premises and Representations.** Tenant is familiar with the physical condition

Lease Agreement: 2540 Highway 6 and 50, Grand Junction, CO 81501

RW _____ JB _____ 2
Initials: Landlord Tenant

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of the Premises. Except as may otherwise be provided in this Lease, Landlord makes no representations or warranties as to the physical condition of the Premises or its suitability for Tenant's intended use. The Premises are leased "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord further makes no representations, or warranties as to whether Tenant's intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: COMED regulations, health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. However, Tenant shall not initiate, submit an application for, or otherwise request any land use approvals or entitlements with respect the premises, including, without limitation, any variance, conditional permit, or rezoning, without first obtaining landlord's prior written consent, which will not be unreasonable withheld. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

9. **Tenant Repair.** Tenant shall, at Tenant's own cost and expense, keep the Premises, including, but not limited to, windows, glass and plate glass, doors, interior and exterior walls and finish work, floors and floor coverings, roof, heating and air conditioning systems, plumbing work and fixtures in good repair and shall take good care of the Premises and its fixtures and suffer no waste. All Tenant repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant repairs as required by this paragraph, Landlord may obtain them and bill Tenant for such work as additional rent. Upon termination of this Lease, Tenant shall surrender and deliver the Premises to Landlord in as good order and condition as the date this Lease commenced, ordinary wear and tear excepted. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. Tenant shall be obliged to pay the cost of any work necessitated to restore the Premises. Tenant shall not be obligated to repair any damages caused by fire, tornado or other casualty covered by items set forth under the extended coverage provisions of the fire insurance policy on the Premises.

The parties acknowledge that the window seals of the Premises leak and cannot be repaired. Tenant shall caulk the window seals at Tenant's sole cost and expense on an annual basis or as needed to prevent leaking. Further, Tenant, at Tenant's sole cost and expense, shall seal and repair the roof annually or as needed to prevent the roof from leaking.

10. **Alterations.** Tenant may make any alterations, additions or improvements to the Premises in its sole discretion as necessary for the business of Tenant. Such Tenant improvements must be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the Premises or any buildings thereon. Any alterations made by Tenant will be paid for solely by Tenant, Tenant shall not allow any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interest of Landlord in the Premises, or to charge the rentals payable hereunder for any claim in favor of any person dealing with



Tenant, including those who may furnish materials or perform labor upon the Premises. Tenant shall hold Landlord harmless from any and all claims, losses, liabilities, or damages, including Landlord's reasonable attorneys' fees, based or arising out of asserted claims or liens against Tenant's interest in the Premises. Should any mechanic's lien be filed which Tenant wishes to contest, then Tenant shall have the right to defend the claim in the name of Landlord so long as Tenant posts bond, with corporate surety, for release of the lien against the Premises or deposit cash in escrow in an amount equal to the claim. At the termination of this Lease, Tenant shall deliver and relinquish to Landlord all alterations, additions and improvements together with the Premises. All shelves, bins, machinery, security systems, and trade fixtures installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects and shall be removed if required by Landlord. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the buildings and other improvements situated on the Premises.

11. **Landscaping.** Any and all landscaping Tenant desires for the Premises will be done at the sole cost and expense of Tenant and shall become a permanent addition to the Premises.
12. **Use.** The Premises shall be used only for the purpose of operating a retail marijuana business and for such other lawful purposes, pursuant to the laws and constitution of the State of Colorado and the laws, ordinances and regulations of the City of Grand Junction, as may be incidental thereto and such other commercial uses as will not render the insurance on the Premises void or the insurance risk more hazardous. Tenant shall obtain any and all licenses and permits necessary for any such use at Tenant's own cost and expense. Tenant shall comply with all state and local laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all state and local government orders and directives for the correction, prevention and abatement of nuisances in, upon or connected with the Premises, all at Tenant's sole expense.
13. **Compliance with Laws.** Tenant shall comply with and require its employees and agents to comply with all state and local laws and ordinances, regulations, and directions relating to the employment, conditions of employment and hours of labor in connection with any service or activity performed on behalf of Tenant. Tenant shall comply with and require its employees and agents to comply with all state and local marijuana law and regulations. Tenant shall not operate a marijuana business without proper licenses and those licenses shall remain in good standing at all times during operation of any marijuana business. Tenant shall hold Landlord harmless from any and all claims, losses, liability, or damages, including Landlord's reasonable attorneys' fees, based on any breach or violation of such laws by Tenant.
14. **Signs.** Tenant shall have the right to install signs upon the exterior of the buildings of the Premises subject to any applicable state and local laws, ordinances, and regulations or other requirements. Tenant shall remove all such signs at the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the buildings and other improvements.
15. **Inspection.** Subject to the requirements of the COMED, Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Premises at any time during



reasonable business hours for the purpose of ascertaining the condition of the Premises, posting notice of non-responsibility for liens of mechanics, materialmen, suppliers, or vendors, or for the purpose of exhibiting the Premises for sale. Subject to paragraph 28 ("Right of First Offer"), during the period that is sixty (60) days prior to the end of the Term hereof, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any time during reasonable business hours for the purpose of showing the Premises to prospective lessees or purchasers and shall have the right to erect on the Premises a suitable sign indicating the Premises are available for lease or sale.

16. **Deeds of Trust and Mortgages.** Tenant accepts this Lease subject and subordinate to any deed(s) of trust and/or mortgage(s) now or at any time constituting a lien or charge upon the Premises or the improvements situated thereon. Tenant shall at any time, on demand, execute any instruments, releases or other documents which may be required by any secured party for the purpose of subjecting and subordinating this Lease to the lien of any such deed of trust or mortgage. With respect to any deed(s) of trust and/or mortgage(s) at any time hereafter created which constitute a lien or charge upon the Premises or the improvements situated thereon, Landlord at Landlord's sole option shall have the right to waive the applicability of this paragraph so that this Lease would not be subject and subordinate to such deed(s) of trust or mortgage(s).
17. **Condemnation.** If the whole or any substantial part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Premises shall occur. If less than a substantial part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, this Lease shall not terminate but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all the circumstances. In the event of any such taking, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.
18. **Tenant Enjoyment.** Landlord covenants that Landlord now has good title to the Premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, deed(s) of trust and/or mortgages as permitted by the terms of this Lease, zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the Premises, and easements, restrictions, and other conditions of record. Landlord represents and warrants that Landlord has full right and authority to enter into this Lease and that Tenant, upon paying the rental set forth and performing the other covenants and agreements set forth, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord subject to the terms and provisions of this Lease.
19. **Assignment and Subletting.** Tenant shall have the right to assign or sublet the whole or any part of the Premises subject to the provisions of this paragraph. If Tenant subleases the Premises in whole or part and receives monthly rent, from one or multiple subtenants in



excess of one hundred and ten percent (110%) of Tenants then monthly rental obligation, Tenant shall pay Landlord fifty percent (50%) of all rental monies received in excess of one hundred and ten percent (110%) of Tenant's then monthly rental obligation. Notwithstanding such subletting, Tenant shall remain fully responsible and liable for the payment of rent due and for compliance with all of Tenant's other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an "Event of Default" as defined below, if the Premises or any part of the Premises are then sublet, Landlord, in addition to any other remedies provided, or provided by law, may at Landlord's option collect directly from such subtenant all rents becoming due to Tenant under such sublease and apply such rent against any sums due to Landlord from Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of all obligations hereunder. Landlord shall have the right to assign any right under this Lease.

20. Real and Personal Property Insurance. Tenant agrees to maintain, at Tenant's sole cost and expense, property insurance on the Premises on a "special causes of loss" form, including, but not limited to, the building on the Premises in the amount of not less than One Million and no/100 Dollars (\$1,000,000.00). Such insurance shall provide for loss payable to Landlord and shall include standard extended coverage provisions as well as coverage against loss by vandalism and malicious mischief. Evidence of coverage shall be furnished to Landlord on or before August 15th of each year during the Term of this Lease. The policy shall provide for thirty (30) day notice to Landlord before cancellation. In the event Tenant elects to carry insurance on the contents of the Premises, including Tenant's personal property and fixtures, Tenant may do so at Tenant's sole cost and expense. Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant, whereupon all rights and obligations hereunder shall cease.

21. Commercial Liability Insurance. Tenant shall procure and maintain commercial general liability insurance, at Tenant's sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions for personal injury and property damage arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises, the limits of such policy or policies to be in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) in respect of injuries to or death of any one person, and in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) in respect of any one accident or disaster, and in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) in respect of property damaged or destroyed, and to be written by insurance companies qualified to do business in the State of Colorado and shall be in a form acceptable to Landlord. Evidence of coverage shall be furnished to Landlord on or before August 15th of each year during the Term of this Lease, along with a copy of the insurance policy. The policy shall provide for thirty (30) day notice to Landlord before cancellation. Tenant shall provide Landlord with a copy of the insurance policy for Landlord's review and approval.

22. Liability and Indemnification. Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises, caused by the negligence or misconduct of



Tenant, Tenant's agents, servants or employees, or of any other person entering upon the Premises under express or implied invitation of Tenant, or caused by the building and improvements located on the Premises becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the Premises, and Tenant agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims, including attorneys' fees, arising out of any such damage or injury. Tenant further agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims, including attorneys' fees, arising out of Tenant's dealings and operation related to marijuana, including any law enforcement action related to marijuana.

23. Events of Default. The following events shall be deemed to be events of default by Tenant under this Lease ("Events of Default"):

- a. Tenant shall fail to pay any installment of the rent hereby reserved when due, and such failure shall continue for a period of ten (10) days from the date such rent was due. In the event Tenant fails to pay any installment of rent as and when such rent is due, Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment; and the failure to pay such amount within fifteen (15) days after demand therefor shall be an additional Event of Default hereunder. The provision for a late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner; or
- b. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; or
- c. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; or
- d. Tenant shall desert or vacate any substantial portion of the Premises; or
- e. Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this paragraph 23), and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

24. Remedies. Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand, except as required by law:

- a. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage



which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise; or

- b. Subject to the requirements of COMED, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and rent the Premises and receive the rent therefor; or
- c. Subject to the requirements of COMED, enter upon the Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms and conditions of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reasons of the violation of any of the terms, provisions and covenants herein contained. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed to construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.

Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an Event of Default shall not be construed as a waiver of such default unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay Landlord's reasonable attorneys' fees. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of the surrender of the Premises, and no agreement to accept a surrender of said Premises shall be valid unless in writing signed by Landlord. The receipt by Landlord of rent with knowledge of the breach of any covenant or other provision contained in this Lease shall not be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained herein.

25. Landlord's Lien. Subject to the requirements of COMED, in addition to any statutory lien for

Lease Agreement: 2540 Highway 6 and 50, Grand Junction, CO 81501

RW _____ JB _____ 8
Initials: Landlord Tenant



rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest, for all rentals and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged. Subject to the requirements of COMED, in the event of a default under this Lease, Landlord shall have, in addition to any other remedies herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this paragraph 25 at public or private sale upon five (5) day notice to Tenant. Tenant hereby agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplemental thereto.

26. **Holding Over.** Should Tenant, or any of Tenant's successors in interest, hold over the Premises, or any part thereof, after the expiration of the Term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month to month only at a rental equal to the rental payable for the last month of the Term of this Lease plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over
27. **Notice.** Each provision of this Lease or of any applicable state or local governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or with reference to the sending, mailing or delivery of any notice or the making of any payment by Tenant to Landlord shall be deemed to be complied with when and if the following steps are taken: All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address set forth below or at such other address as Landlord may specify from time to time by written notice. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail with return receipt requested, addressed to the parties at the respective addresses set forth below, or at such other address as they have specified by written notice:

Landlord:
Robert G. Wilson, Trustee
for Raymond C. Houck
1550 10 1/2 Road
Mack, CO 81525

Tenant:
4 Boards, Inc.
c/o Jeremy Bonin, President
P.O. Box 5843
Pagosa Springs, CO 81147

28. **Right of First Offer.** Landlord, in consideration of Tenant's performance of all the covenants and agreements of this Lease, hereby grants Tenant a right of first refusal to purchase the Premises. If Landlord elects to sell or transfer the Premises during the term or renewal terms of this Lease and receives a bona fide offer to purchase the Premises, Landlord shall give Tenant written notice of the bona fide offer within ten (10) days of receipt thereof. The notice



shall state the name and address of the proposed purchaser, the purchase price, the terms of payment and all other material terms. Tenant shall have a sixty (60) day period during which Tenant may exercise the right to purchase the Premises. Tenant shall exercise such right by giving written notice to the Landlord within the sixty (60) day period of its intent to purchase and shall purchase the Premises at the same price and on the same material terms and conditions of the bona fide offer. If Tenant does not notify the Landlord of its intent to exercise its right to purchase the Premises within the sixty (60) day period or notifies the Landlord of its intent not to exercise its right of first refusal, this Lease and all of its terms and conditions shall nevertheless remain in full force and effect and Landlord shall have the right to sell the Premises to the proposed purchaser set forth in the bona fide offer at the same terms and conditions set forth therein. If Landlord does not sell the property to the proposed purchaser on the same terms and conditions as set forth in the notice within ninety (90) days of the expiration of the sixty (60) day period of Tenant's notice of intent to exercise then this Right of First Offer shall renew and be in effect as though Landlord had not given any notice to Tenant of any bona fide offer.

29. **Construction.** Words of either gender used in this Lease shall be held and construed to include the other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assignees, except as otherwise herein expressly provided. The captions are inserted in this Lease for convenience only and in no way define, limit, or describe the scope or intent of this Lease, or any provision hereof, nor in any way affect the interpretation of this Lease.
30. **Estoppel Certificate.** Tenant agrees, within fifteen (15) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by Landlord.
31. **Merger.** This Lease constitutes the entire agreement of the parties, and there are no representations, inducements, or other written or oral provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
32. **Severability.** If any clause or provision of this Lease is subsequently determined to be illegal, invalid, or unenforceable under present or future laws, then it is the intention of the parties hereto that the other terms and provisions of this Lease shall not be affected thereby.
33. **Separate and Independent Parties.** Neither the method of computation of rent nor any other provisions contained herein, nor any act of the parties hereunder, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant or that of seller and buyer on the exercise of the Right of First Refusal.
34. **Counterparts and Electronic Copies.** This Lease may be executed in one or more counterparts, including by PDF or facsimile, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Lease Agreement: 2540 Highway 6 and 50, Grand Junction, CO 81501

RW JB 10
Initials: Landlord Tenant



35. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for all actions connected herewith shall be in Mesa County, State of Colorado.

EXECUTED this 25th day of August, 2021.

LANDLORD:
ROBERT G. WILSON TRUSTEE
FOR RAYMOND C. HOUCK

Robert Wilson
Signed on 2022/10/04 19:48:08 -8:00

Robert G. Wilson, Trustee for
Raymond C. Houck

TENANT:
4 BOARDS, INC.

Jeremy Bonin
Signed on 2022/10/05 10:48:38 -8:00

Jeremy Bonin, President

Personal Guarantee:

The undersigned hereby personally guarantees the fulfillment of each and every duty, obligation and responsibility of 4 Boards, Inc., Tenant.

Jeremy Bonin
Signed on 2022/10/05 10:48:38 -8:00

Jeremy Bonin



**Assignment of Grand Junction Lease.Updated 10.04.2022.pdf**

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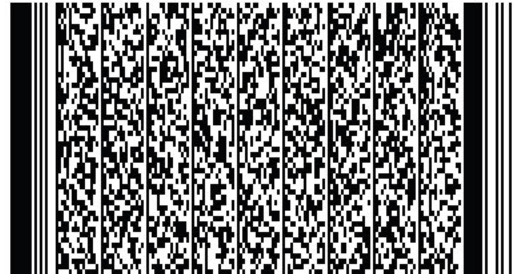
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E-Signature Summary**E-Signature 1: Robert Wilson (RW)**

Oct 04, 2022 19:48:09 -8:00 [42A3C330CBB7] [172.58.61.183]
bob71941@live.com

E-Signature 2: Jeremy Bonin (JB)

Oct 05, 2022 10:48:38 -8:00 [53DBE415B4E8] [64.188.179.194]
jbonin@jandjinc.net



ASSIGNMENT OF LEASE

1. **Parties.** This Assignment is made as of September 30th, 2021 between 4 Boards, Inc, a Colorado corporation having its principal office at 729 Harman Avenue, Pagosa Springs, Colorado (Assignor), and JWJ, Inc., a Colorado corporation having its principal office at 235 Bastille Avenue, Pagosa Springs, Colorado (Assignee).
2. **Lease.** Assignor is the tenant under a lease dated August 25th, 2021 between Assignor and Robert G. Wilson, Trustee for Raymond C. Houck, as landlord (Landlord). A true and complete copy of such Lease is attached as Exhibit A (Lease).
3. **Assignment and Assumption.**
 - a. **Assignment by Assignor.** Assignor assigns to Assignee all of Assignor's rights and interest in the Lease and the Premises leased in such Agreement, including any Security Deposit held by Landlord. This Assignment is effective as of the date first set forth above (Effective Date).
 - b. **Assumption by Assignee.** Assignee assumes, as of the Effective Date, all of the terms and obligations of the Lease that are imposed on Assignor. Assignee will indemnify and hold Assignor harmless against any claim or damage (including reasonable attorney fees) arising out of Assignee's default in performing the terms of the Lease for the period on or after the Effective Date.
4. **Assignor's Representations.**
 - a. **Full Force.** Assignor represents and warrants that the Lease is in full force and effect, and that, to Assignor's best knowledge, no default is outstanding on either Assignor's or Landlord's part under the Lease.
 - b. **No Encumbrances.** Assignor represents and warrants that neither Assignor's interest in the Lease nor the Premises described in the Lease have been encumbered by Assignor or any prior tenant. In addition, Assignor has the authority, pursuant to paragraph 19 of the Lease, to assign the Lease and the Premises, and has not previously assigned or agreed to assign the Lease or Premises.
 - c. **No Amendments.** Assignor represents and warrants that the Lease will not be amended in any manner after the date of this Assignment.
 - d. **Truth at Closing.** All of Assignor's representations and warranties contained in this Paragraph 4 or otherwise contained in this Assignment must be true as of the Effective Date. This condition is an express condition to Assignee's obligations under this Assignment.
5. **Assignor's Obligations.**
 - a. **Possession of Premises.** Assignor agrees to deliver to Assignee actual possession of the Premises described in the Lease on the Effective Date.
 - b. **Further Instruments.** Assignor will execute and deliver to Assignee any further instruments and do such further acts as are necessary to effectuate this Assignment, within reasonable request.
 - c. **Indemnification.** Assignor will indemnify and hold Assignee harmless against any claim or damage (including reasonable attorney fees) arising out of Assignor's default in performing the terms of the Lease for the period prior to the Effective Date.

BY: 4 Boards, Inc (Assignor)

BY: JWJ, Inc. (Assignee)

Jeremy Bonin

Signed on 2022/10/05 10:48:38 -8:00

Jeremy Bonin, President

Jeremy Bonin

Signed on 2022/10/05 10:48:38 -8:00

Jeremy Bonin, President

ACCEPTED AND ACKNOWLEDGED BY ROBERT G. WILSON as TRUSTEE for RAYMOND C. HOUCK

Robert Wilson

Signed on 2022/10/04 19:48:09 -8:00

Robert G. Wilson, Trustee

05199B9A-63F4-4656-A15E-EE93F295C135 -- 2022/10/04 14:37:39 -8:00



To: Cannabis Licensing Authority

From: Elk Mountain Trading Post, LLC

Db a Elk Mountain Trading Post, LLC

Subject: Cannabis Business License Application Review and Findings Report Responses

Regulated Marijuana License Application

1. The trade name registered with the Colorado Secretary of State is Elk Mountain Trading Post LLC, not Elk Mountain Trading Post as documented on the application in error by me, Suzanne Sheley. I mistakenly did not write the LLC. I am sorry for having been negligent and forgetting to write that. I have enclosed the supporting documents of our official "Certificate of Fact of Trade Name" and "Statement of Trade Name" from the office of the Colorado Secretary of State for your records clarifying my mistake.

Proposed Operating Plan

1. I thought there was a "Systems Modification Statement" provided by the landlord with the application regarding the building systems. It was along with the "Property Authorization for Cannabis Business" statement. Both state the correct address of 1600 South Highway 50, Grand Junction, CO. 81503. The landlord Eric Arrington signed and dated both 06/05/2022. I found it in my copy of the application, and I have enclosed copies of those that I thought were originally provided. I am assuming because the statements only have the 1600 address number on them, that it was possible you would need another of the building systems one if our address was different. I am clarifying that the address is what is on the statement. 1600 is the only number and is converting to 1600 for the entire space of the building. The 1601 and 1602 ½ are now obsolete and will no longer exist.

EXHIBIT 1

2. You stated that our application indicates inclusion of building and directional signage. We confirm that there are not any freestanding signs contemplated. No freestanding signs.

Insurance Binder, Quote or ACORD

1. The insurance quote provides the correct address as 1600 South Highway 50, Grand Junction, CO. 81503. The Lease indicates "Leased Premises" is 1600, 1601 and 1602 ½ South Highway 50. The Lease has since been amended to reflect the correct address of 1600 South Highway 50, Grand Junction, CO. 81503. A copy of the corrected lease has been enclosed. The 1601 and 1602 ½ are no longer valid. The entire building is now 1600.

Zoning Verification

1. The Zoning Verification reflects the 1600 and 1602 South Highway 50, Grand Junction, CO. 81503. The address within the term "Licensed Premises" is clarified to be 1600 South Highway 50, Grand Junction, CO. 81503. The building, which is drawn out on all our diagrams and plans, includes the entire square footage of the entire building for our "Licensed Premises" and the building is now under only one address number, 1600. The building no longer has the three address numbers. The Zoning Department called us and was informed by us that a wall would be taken out to accommodate this. The numbers became obsolete when we took over the whole building. We are sorry for this confusion. The building was originally listed on the property description with Mesa County and the City of Grand Junction to be one address, 1600. There is again just one address with no tenants and no barber shop. The other address numbers are obsolete and no longer exist. The address of the term "Licensed Premises" is Clarified to be 1600 South Highway 50, Grand Junction, CO. 81503.

Proof of Ownership or Legal Right to Proposed Premises

1. We have enclosed in this packet for you the "Statement of Authority" for Randall Glenn Sheley. To clarify, Elk Mountain Trading Post LLC has one controlling beneficial owner even though both owners have 50%. We apologize for not realizing you needed this document. It was signed 02/23/2015 and recorded with the Mesa County, CO Clerk and recorder

03/11/2015. Please note that we have had not had to provide this in the past for the Colorado Marijuana Enforcement Division or the Town of De Beque in order to get or renew our Cannabis business licenses with them. We are sorry that this was overlooked and that we did not realize it was required. The document is enclosed with this packet for your records.

2. The commencement date on the Lease has been revised by our lawyer and signed by all parties to reflect the corrected information needed. The amended Lease is enclosed.
3. The termination date on the Lease of December 31, 2022, has been revised by our lawyer to reflect the corrected dates, and extending the Lease. The amended Lease is enclosed.
4. The Lease defines the "Leased Premises" as 1600, 1601 and 1602 ½ South Highway 50, Grand Junction, CO. 81503 which conflicts with the Application documents. The Lease has been revised to clarify and reflect the correct address of the "Leased Premises" as being 1600 South Highway 50, Grand Junction, CO. 81503. Therefore, that which was stated on the application stands correct.

Property Authorization

1. The Property Authorization lists only 1600 South Highway 50, Grand Junction, CO. 81503 address. This is correct. Not all properties are listed as the "Licensed Premises" in the lease because they merged into one address for the entire building. The building was originally listed with Mesa County and the city of Grand Junction with only one address of 1600. The Lease is accurate in defining the "Licensed Premises" as being under one address. 1601 and 1601 ½ are obsolete and no longer exist. The entire building is the "Licensed Premises" and is no longer under 1600, 1601, and 1602 ½, but instead only under one address of 1600. This has been further defined in the language of the revised lease by the landlord. We are leasing the entire building under the one address 1600 South Highway 50, Grand Junction, CO. 81503

Floor Plan

We wanted to clarify that we will not have processing. We are aware that it is not allowed. We named our room processing, but it is just a term for the room name.

Processing in this manner just means where the employee takes the marijuana from the bulk size wholesale plastic bags it comes in and weighs it and then puts it into smaller glass jars for product safe and the marijuana sales cabinet.

Business Entity Documents

Randall Sheley and I, Suzanne Sheley are truly sorry for not having disclosed the required records on our city application pertaining to all arrests, criminal summons, any crime convictions or offenses in any manner, including felonies, misdemeanors and petty offenses. This was not intentional, and we want to disclose everything that is required and needed. We were not being smart about the question. We thought we were answering thoroughly but were not. We should have known to run a Court Records History on both of us in order to obtain each one of any of our court records, and with our lawyers help. We wrongfully assumed that we would remember all that was there and all that was to be disclosed and needed by the City of Grand Junction. We know it is not an excuse, and we now have a complete understanding that there are different requirements for the City of Grand Junction, but please note that the State of Colorado and The Town of De Beque did not require any of this information from us. We were wrong. We apologize and we are guilty of being ignorant of understanding the language in the application. The reason for the omissions on the application was unintentional and caused by our negligence. We neglected to have consulted our lawyer for professional help in these matters. We are extremely sorry, and we will seek professional help from now on with completely understanding anything the City of Grand Junction requires of us.

We have enclosed the documents and information explaining the reason for the omissions on each of the Cases for your records in this packet. We value your time, and we are sorry for having taken up so much of it.

We have enclosed our Certificate of Good Standing and our documents for our Federal Tax Lien showing it was satisfied. We are sorry for our negligence in thinking this was not needing disclosed.

We were in financial hardship just before we entered the industry over nine years ago. We ran out of work in Grand Junction with our family-owned construction business due to the drastic economic downturn. We regretfully had to file bankruptcy and lost our home of 23 years. We went from being able to feed our

family and pay our bills to visiting a food bank in a short amount of time. We believe that our prayer was answered with the opening of a new cannabis industry in Colorado. We were struggling to make it in an extremely competitive environment. We are pioneers in the industry. We were one of the few medical marijuana centers that started out in Grand Junction years ago, paying city sales tax with our Grand Junction city sales tax license. We began pulling ourselves out of financial troubles, feeding our family and helping others. Our story has been documented in the Grand Junction local newspaper. Now we are focusing hard in hopes of continuing to help others and continue employing people in our community.

We work well and are highly respected with the Marijuana Enforcement Division and the Town of De Beque. We have evolved with the State of Colorado regulations as they have come out and continue to do so. We take it seriously when it comes to holding a privileged marijuana sales license. We would never put that license in jeopardy. We value honesty and hard work. Our company always abides by the laws, and we strive to do things right. We have built an honest reputation for our company and our marijuana store in De Beque, CO. We established our "Standard Operating Procedures", this trains our employees to stay in compliance with the State of Colorado's existing and evolving regulations. We make sure that our business practices are up to date and followed.

It is a privilege to have a chance at opening a retail marijuana store in Grand Junction. We like to think that we represent the local's side of the industry. We have persevered and overcome extreme challenges along our journey. Some of what you see on our Mesa County Court Records search is evidence of our past struggles, being sued for money, losing our construction business, our home and going bankrupt. Please take into consideration our wrongful negligence in not understanding the language on the application, and that we did not realize the City of Grand Junction needed additional information not required by The State of Colorado and The Town of De Beque on their applications. We regretfully did not run a records search on ourselves. We must undergo an FBI and CBI background check once a year with our renewals of our current marijuana licenses in De Beque. We are deeply apologetic and sorry for any embarrassment or extra work this has caused the City of Grand Junction.

We humbly ask that you take into consideration our wrongful negligence in these matters listed in our Review and Findings Report. Please consider us to be accepted into the drawing for a chance to open a retail cannabis store in Grand Junction.

Respectfully,

Randall Glenn Sheley

Suzanne Marie Sheley

Elk Mountain Trading Post LLC

ELK MOUNTAIN TRADING POST LLC

1600 SOUTH HIGHWAY 50

GRAND JUNCTION, CO. 81503

CANNABIS BUSINESS PREMISIS SYSTEMS MODIFICATIONS STATEMENT

I, Eric Arrington am the Owner and Landlord of 1600 South Highway 50, G.J., Co. 81503. I give my permission to Tenant Randall Sheley, owner of Elk Mountain Trading Post LLC, that the following systems can be modified to meet the requirements of this and any other codes; such as Electrical Systems, HVAC System, Fire Suppression system, Burglar Alarm System, Surveillance System, and/or other systems.

ERIC ARRINGTON

Eric Arrington
Signature

Date 060522

ROBERT BABCOX
Notary Public
State of Colorado
Notary ID: 20114022712
Commission Expires Apr 21, 2019

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

Business Name (dba) <u>ELK MOUNTAIN TRADING POST LLC</u>
Physical Address of Business: <u>1600 S. HWY 50, GRAND JUNCTION, CO. 81503</u>

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 ☐ Medical Marijuana Store
☐ Co-Located Medical and Retail Marijuana Store
☐ Retail Marijuana Testing Facility ☐ Medical Marijuana Testing Facility
☐ Co-Located Medical and Retail 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. I understand that in the event any gas, vapors, odors, smoke, dust, heat or glare, or other substances exit the business, I am, jointly and severally, liable for such conditions, and shall be responsible for the immediate, full clean-up and correction of such condition. I further understand that in issuing a marijuana business license, the City of Grand Junction assumes no legal liability or duty of care regarding the licensee's business operation or possession of the property.

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.

Eric Arrington
Signature of Property Owner

060622
Date

Eric Arrington
Printed Name of Property Owner

N/A
Property Owner Company Name (if applicable)

STATE OF Colorado)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 6 day of June, 2022, by Eric Arrington.

My commission expires: March 9, 2024 Notary Public: [Signature]



Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
Date and Time: 09/02/2014 02:13 PM
ID Number: 20141539209
Document number: 20141539209
Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S.)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20131391257</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Elk Mountain Trading Post LLC</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Elk Mountain Trading Post LLC

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Pipes, smoking accessories, t-shirts, art, gifts and currently applying for a Retail Marijuana License

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

☐ This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

Sheley	Suzanne		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
21650 64 3/10 road			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
collbran	CO	81624	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
United States			
<small>(Province – if applicable)</small>	<small>(Country – if not US)</small>		

- (If the following statement applies, adopt the statement by marking the box and include an attachment.)*
- ☒ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

Elk Mountain Trading Post LLC

(Entity ID # 20141539209)

was filed in this office on 09/02/2014 with an effective date of 09/02/2014 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/28/2022 that have been posted, and by documents delivered to this office electronically through 10/31/2022 @ 13:38:59 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/31/2022 @ 13:38:59 in accordance with applicable law. This certificate is assigned Confirmation Number 14428753 .



Jena Griswold

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. LEGAL ADVICE SHOULD BE
OBTAINED IN THE DRAFTING OF ANY LEGAL DOCUMENT.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named ELK MOUNTAIN TRADING POST LLC
2. The type of entity is a:

<input type="checkbox"/> corporation	<input type="checkbox"/> registered limited liability partnership
<input type="checkbox"/> nonprofit corporation	<input type="checkbox"/> registered limited liability limited partnership
<input checked="" type="checkbox"/> limited liability company	<input type="checkbox"/> limited partnership association
<input type="checkbox"/> general partnership	<input type="checkbox"/> government or governmental subdivision or agency
<input type="checkbox"/> limited partnership	<input type="checkbox"/> trust
<input type="checkbox"/>	
3. The entity is formed under the laws of THE STATE OF COLORADO
4. The mailing address for the entity is: POST OFFICE BOX 523 DEBEQUE, CO. 81630
5. The ☒ name ☐ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is: RANDALL GLENN SHELEY, MEMBER
6. The authority of the foregoing person(s) to bind the entity: ☒ is not limited ☐ is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property: NONE
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.²
9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 23rd day of FEBRUARY, 2015

Randall G. Sheley
Glenn M. Sheley
Glenn M. Sheley
Helen Corbin

¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.

State of COLORADO)

) ss

County of MESA)

The foregoing Statement of Authority was acknowledged before me this 23rd. day of
FEBRUARY, 2015 by RANDALL GLENN SHELEY, SUZANNE SHELEY
DAVID CORBIN AND HELEN CORBIN

Witness my hand and official seal.

My commission expires: 2/26/18

LINDA LOUISE NUZUM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20024008110
MY COMMISSION EXPIRES FEBRUARY 26, 2018

Notary Public

WHEN RECORDED RETURN TO:

ELK MOUNTAIN TRADING POST LLC
P.O. BOX 523 DEBEQUE, CO. 81630

LEASE AMENDMENT AGREEMENT

THIS LEASE AMENDMENT AGREEMENT is made effective as of the 31st day of October, 2022, by and between Eric Arrington, whose address is 3071 ½ B ½ Road, Grand Junction Colorado 81503 ("Landlord"), and ELK MOUNTAIN TRADING POST, LLC, a Colorado limited liability company, whose address is 170 East 3rd Street, DeBeque, Colorado 81630 ("Tenant").

RECITALS:

A. Lessor and Lessee entered into that certain Lease Agreement, dated effective June 5, 2022 (the "Lease"), relative to real property located at 1600, 1601 and 1602½ South Highway 50, Grand Junction, Colorado 81503 (the "Leased Premises").

B. The addresses of the Leased Premises identified in the Lease are accurately identified with the single address of 1600 South Highway 50, Grand Junction, Colorado 81503, notwithstanding prior uses of all three stated addresses in prior uses of the Leased Premises.

C. Pursuant to Section 2.1 of the Lease, the Lease expires December 31, 2022 unless certain licensing conditions are met by Tenant.

D. The parties understand and acknowledge that the process of obtaining the requisite licenses contemplated in Section 2.1 will likely not be completed by December 31, 2022, as originally contemplated.

E. Landlord and Tenant desire to enter into this Lease Amendment Agreement of the Lease, on the terms and conditions set forth herein.

IN CONSIDERATION of the premises and the mutual covenants contained herein, the parties agree as follows:

I. Amendments of Lease Agreement.

A. The parties hereby amend Section 1 of the Lease, to define the Leased Premises to be simply "1600 South Highway 50, Grand Junction, Colorado 81503," which the parties acknowledge includes all of the property and improvements identified as Mesa County Assessor's parcel #2945-233-10-001.

B. The parties hereby amend the last sentence of Section 2.1 of the Lease to change the condition date by which Tenant's licenses to sell retail marijuana and marijuana-infused products under the Colorado Marijuana Code and related ordinances of the City of Grand Junction are to be issued from December 31, 2022, to July 1, 2023.

C. According to Section 3 of the Lease, Tenant's rental obligation is to start on the Commencement Date (as defined in the Lease). Notwithstanding, the parties hereby confirm that Tenant has had constructive possession of the Leased Premises since the date of the Lease, June 5, 2022, and that as a matter of convenience the Landlord's personal property located thereon has not yet been removed. In addition, the other current users of the Leased Premises have been allowed by Landlord to continue their respective uses to the date hereof with the consent of Tenant, subject to the condition of the issuance of the required licenses to Tenant contemplated in the Lease.

D. Tenant represents and warrants for all purposes that it has not acquired the legal right to possess any other proposed licensed premises within Grand Junction for which an application for a marijuana related license has been submitted.

2. Effect. The terms of this Amendment to Lease shall supersede the terms and conditions of the Lease, to the extent of any conflict. Except as, and only to the extent, it is superseded by the terms and conditions hereof, the Lease shall remain in full force and effect, pursuant to its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease Agreement to be effective on the date first above written.

Lessor:

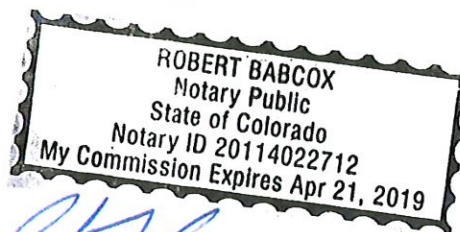
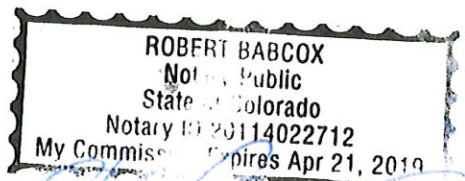

ERIC ARRINGTON

Lessee:

ELK MOUNTAIN TRADING POST, LLC,
a Colorado limited liability company

By 

Its: Member



Randall Sheley 10/05/1987 (Mesa County docket #1987M001739)

1. Randall Sheley failed to disclose a charge for unlawful possession of small game nor provide a Court disposition. The reason for this omission was unintentional and we are very sorry. We failed to run a Record's search on Randy going back to 1987 and both of us forgot the incident. We took it for granted that it would be the same as the State of Colorado and assumed we did not need to go back further than they have us go for our licensing. We have since done a Case History search and are providing you with the Case History Documentation stating that the warrant was issued then canceled the same day 10/05/1987. The case was closed 06/07/1997.

Case History

☐

Filed by People

Case Number: 1987M001739

Division: 1

☐

Filed by Defendant

Case Type: Other

Judicial Officer: David Lancaster McKinley

☐

Filed by Court

Case Caption: The People of the State of Colorado v. Sheley, Randall
G

Court Location: Mesa County

☐

Filed by Probation

Download

Show 20 1 - 17 of 17

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security
	N/A	06/07/1997	N/A	N/A	N/A		Case Closed N/A
	N/A	08/10/1994	N/A	N/A	N/A		Reopen - Post Judgment N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVZ N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVT N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVS N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVR N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVL N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVI N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVH N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVF N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVE N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVD N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVC N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVB N/A
	N/A	08/10/1994	N/A	N/A	N/A		CNVA N/A
	N/A	10/05/1987	N/A	N/A	N/A		Warrant Canceled N/A
	N/A	10/05/1987	N/A	N/A	N/A		Arrest Warrant N/A

1 - 17 of 17

Case History☐

Filed by People

Case Number: 1987M001739



Division: 1

☐

Filed by Defendant

Case Type: Other

Judicial Officer: David Lancaster Mckinley

☐

Filed by Court

Case Caption: The People of the State of Colorado v. Sheley, Randall
G

Court Location: Mesa County

☐

Filed by Probation

Show 20 ▼ 1 - 1 of 1

Count	Charge	Class	Date(s) of Offense	Plea	Date of Plea	Disposition	Date of Disposition	Date of Sentence
1	033006.00109.3C CONVERTED DESCRIPTION	M2	10/05/1987 - 10/05/1987					

1 - 1 of 1

Randall Sheley 08/11/2015 (Mesa County docket #2015C000103)

2. Randall Sheley failed to disclose a warrant arrest for a contempt of court for not attending a court date in a money case, nor provide a Court disposition. The reason for this omission was unintentional and we are very sorry. We failed to run a court record's search on Randall. Both of us negligently assumed we did not need to list a money case that had been resolved. We have since done a Case History search and are providing you with the Case History Documentation stating that the warrant was served 08/11/2015 then canceled 12/07/2015. The case was closed 03/08/2016. The case was destroyed per record retention 02/02/2022.

Case History

☐
☐
☐

Filed by Plaintiff

Case Number: 2015C000103

Division: 2

Filed by Defendant

Case Type: Money

Judicial Officer: Bruce Raaum

Filed by Court

Case Caption: Wallace, Chad R v. Sheley, Randall Glenn

Court Location: Mesa County

Download

Show 20 1 - 20 of 34

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security
	N/A	02/02/2022	N/A	N/A	N/A		Destroy Case Per Record Retention N/A
	N/A	03/08/2016	N/A	N/A	N/A		Case Closed - Post Judgment N/A
	N/A	03/08/2016	N/A	N/A	N/A		Minute Order - Print N/A
	N/A	02/12/2016	N/A	N/A	N/A		Return of Service N/A
	N/A	02/05/2016	N/A	N/A	N/A		Letter N/A
	N/A	01/19/2016	N/A	N/A	N/A		Reopen - Post Judgment N/A
	N/A	01/19/2016	N/A	N/A	N/A		Order N/A
	N/A	01/14/2016	N/A	N/A	N/A		Motion N/A
	N/A	01/12/2016	N/A	N/A	N/A		Order N/A
	N/A	12/29/2015	N/A	N/A	N/A		Letter N/A
	N/A	12/22/2015	N/A	N/A	N/A		Order N/A
	N/A	12/15/2015	N/A	N/A	N/A		Motion N/A
	N/A	12/08/2015	N/A	N/A	N/A		Case Closed - Post Judgment N/A
	N/A	12/08/2015	N/A	N/A	N/A		Minute Order - Print N/A
	N/A	12/07/2015	N/A	N/A	N/A		Warrant Canceled N/A
	N/A	12/07/2015	N/A	N/A	N/A		Law Enforcement Warrant Cancel N/A
	N/A	12/03/2015	N/A	N/A	N/A		Interrogatories - Answer N/A
	N/A	12/03/2015	N/A	N/A	N/A		Motion N/A
	N/A	08/11/2015	N/A	N/A	N/A		Warrant - Failure to Comply N/A
	N/A	08/03/2015	N/A	N/A	N/A		Return of Service N/A

1 - 20 of 34

Case History

☐

Filed by Plaintiff

Case Number: 2015C000103

Division: 2

☐

Filed by Defendant

Case Type: Money

Judicial Officer: Bruce Raaum

☐

Filed by Court

Case Caption: Wallace, Chad R v. Sheley, Randall Glenn

Court Location: Mesa County

Download

Show 20 21 - 34 of 34

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security
	N/A	06/23/2015	N/A	N/A	N/A	Reopen - Post Judgment	N/A
	N/A	06/11/2015	N/A	N/A	N/A	Order	N/A
	N/A	06/09/2015	N/A	N/A	N/A	Motion	N/A
	N/A	05/15/2015	N/A	N/A	N/A	Return of Service	N/A
	N/A	05/06/2015	N/A	N/A	N/A	Motion for Interrogatories	N/A
	N/A	03/25/2015	N/A	N/A	N/A	Case Closed	N/A
	N/A	03/25/2015	N/A	N/A	N/A	Order	N/A
	N/A	03/10/2015	N/A	N/A	N/A	Notice of Hearing	N/A
	N/A	02/23/2015	N/A	N/A	N/A	Notice	N/A
	N/A	02/08/2015	N/A	N/A	N/A	Answer	N/A
	N/A	01/30/2015	N/A	N/A	N/A	Return of Service	N/A
	N/A	01/21/2015	N/A	N/A	N/A	Exhibit - Attach to Pleading/Doc	N/A
	N/A	01/21/2015	N/A	N/A	N/A	Summons - Issued	N/A
	N/A	01/21/2015	N/A	N/A	N/A	Complaint	N/A

21 - 34 of 34

Randall Sheley and Suzanne Sheley failed to disclose 12 civil litigations

3. We, Randall Sheley and Suzanne Sheley unintentionally failed to disclose twelve civil litigations we were involved in and were debtors of money owed in each case. The cases were not omitted on purpose, but instead done out of negligence and we are very sorry. Both of us negligently assumed we did not need to list the civil debt money cases individually when we went bankrupt, as we thought they were all part of our bankruptcy debt that we listed on our application. We have since realized our devastating mistake and sincerely apologize.

Small Claims Case # 1992S36

We, Randall Glenn Sheley and Suzanne Marie Sheley were debtors for \$1327.94. We made a record search request 10/31/2022 that is in process for this case. We have not heard back yet from Mesa County Combined Court. Our reason for not having put it on our application is that we negligently didn't run a records search on ourselves prior to filling out this section of the application and forgot about it. We also were mistakenly assuming that the City of Grand Junction needed the same courts background history on us as the State of Colorado and the Town of De Beque for the marijuana sales licenses we currently hold in De Beque, Co. The omission was unintentional, and we want to disclose everything there is about us. We are extremely sorry for having omitted this from our application.

Sincerely,

Randall Glenn Sheley and

Suzanne Marie Sheley

Elk Mountain Trading Post LLC



1

RECORD SEARCH FOR MESA COUNTY COMBINED COURT

125 N Spruce, Grand Junction, CO 81501
PO Box 20,000-5030, Grand Junction, CO 81502
Telephone (970) 257-3640



Requests for information can either be made in person or through the US Mail. The court does not accept phone call, faxed, or emailed requests. A non-refundable fee of \$5.00 per name is required at time of the request. An additional \$10.00 will be charged if the file has to be retrieved from offsite storage. Depending on the complexity of your request, an hourly rate of \$30.00 per hour may be assessed and processing time could take up to 3 weeks.

Payment is required in advance of beginning work. Due to confidentiality policies, when you submit a request for research and/or copies for a case you are involved in, you must include a copy of a valid picture ID or a notarized statement. If at least one of these is not provided, full access to the case might not be possible and certain documents may be withheld.

INFORMATION ABOUT THE PARTY(S) YOU WOULD LIKE RESEARCHED		
Name of party(s): <u>RANDALL GLENN SHELEY</u> (list all names used) <u>SUZANNE MARIE SHELEY</u>		
Date of Birth: <u>[REDACTED]</u>	Filing Date or Year: <u>1992</u>	Case Number (if known): <u>1992S36</u>
Date of Death: <u>N/A N/A</u>		
Case type <u>SMALL CLAIM</u>	<input type="checkbox"/> Misdemeanor <input type="checkbox"/> Traffic <input type="checkbox"/> Felony <input type="checkbox"/> Probate <input type="checkbox"/> Domestic <input checked="" type="checkbox"/> Civil <input type="checkbox"/> Other	
Your request: <input type="checkbox"/> Entire File <input checked="" type="checkbox"/> Specific Documents	Do documents need to be Certified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Instructions: <u>SMALL CLAIMS</u> <u>NEED AN OFFICIAL DISPOSITION OF THE</u> <u>CASE OR DOCUMENTATION THE RECORD HAS</u> <u>NOT BEEN RETAINED</u>
INFORMATION ABOUT YOU		
Name/agency Requesting Information	<u>RANDALL GLENN SHELEY</u>	
Mailing Address	<u>21650 643¹/₁₀ ROAD, COLLBRAN, CO. 81624</u>	
Daytime Contact Phone Number	<u>970-2170-7229</u>	

PAYMENT INFORMATION

DATE OF REQUEST: 10/31/2022

Payment can be made with cash, money order, certified funds or checks made payable to Mesa County Combined Court

Search Fee	\$5.00 per case
Copy Fee	\$.75 per page for filed papers \$.25 per page for printed copies from CMS
Certification	\$20.00 per document
Offsite File Retrieval	\$10.00 (in addition to search fee)
Extensive Research	\$30.00 per hour (no charge for 1 st hour)

Payment can be made with a credit card. If you select this option a clerk will call you to obtain your credit card information.

☐ PAY WITH CREDIT CARD

GENERAL INFORMATION REGARDING RECORD SEARCH INFORMATION

Cases older than 1977 could be stored at the Colorado State Archives. The Research Clerk will provide you with archives contact information along with details you will need for location of the file. You must then contact the Archives directly for information from these files. Unless a SPECIFIC YEAR is requested, our computer will provide records from 1989 to present. You must use one form for each search. Only Mesa County Court and District Court cases will be searched. If you need records for any other county or for Municipal Court, you will need to contact those agencies directly.

Small Claims Case # 1992S37

We, Randall Glenn Sheley and Suzanne Marie Sheley were debtors for \$968.31. We made a record search request 10/31/2022 that is in process for this case. We have not heard back yet from Mesa County Combined Court. Our reason for not having put it on our application is that we negligently didn't run a records search on ourselves prior to filling out this section of the application and forgot about it. We also were mistakenly assuming that the City of Grand Junction needed the same courts background history on us as the State of Colorado and the Town of De Beque for the marijuana sales licenses we currently hold in De Beque, Co. The omission was unintentional, and we want to disclose everything there is about us. We are extremely sorry for having omitted this from our application.

Sincerely,

Randall Glenn Sheley and

Suzanne Marie Sheley

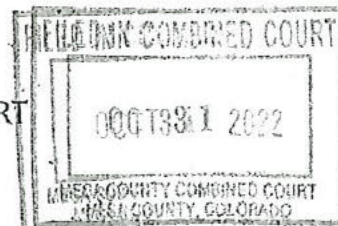
Elk Mountain Trading Post LLC



#2

RECORD SEARCH FOR MESA COUNTY COMBINED COURT

125 N Spruce, Grand Junction, CO 81501
PO Box 20,000-5030, Grand Junction, CO 81502
Telephone (970) 257-3640



Requests for information can either be made in person or through the US Mail. The court does not accept phone call, faxed, or emailed requests. A non-refundable fee of \$5.00 per name is required at time of the request. An additional \$10.00 will be charged if the file has to be retrieved from offsite storage. Depending on the complexity of your request, an hourly rate of \$30.00 per hour may be assessed and processing time could take up to 3 weeks.

Payment is required in advance of beginning work. Due to confidentiality policies, when you submit a request for research and/or copies for a case you are involved in, you must include a copy of a valid picture ID or a notarized statement. If at least one of these is not provided, full access to the case might not be possible and certain documents may be withheld.

INFORMATION ABOUT THE PARTY(S) YOU WOULD LIKE RESEARCHED			
Name of party(s): RANDALL GLENN SHELEY (list all names used) SUZANNE MARIE SHELEY			
Date of Birth:	[REDACTED]	Filing Date or Year:	1992
Date of Death:	N/A	Case Number (if known):	1992537
Case type:	SMALL CLAIMS	<input type="checkbox"/> Misdemeanor <input type="checkbox"/> Traffic <input type="checkbox"/> Felony <input type="checkbox"/> Probate <input type="checkbox"/> Domestic <input checked="" type="checkbox"/> Civil <input type="checkbox"/> Other small claims	
Your request:	Do documents need to be Certified? NO		
<input type="checkbox"/> Entire File	Special Instructions: SMALL CLAIMS I NEED AN OFFICIAL DISPOSITION OF THE CASE OR DOCUMENTATION THE RECORD HAS NOT BEEN RETAINED		
<input checked="" type="checkbox"/> Specific Documents			
INFORMATION ABOUT YOU			
Name/agency Requesting Information	RANDALL GLENN SHELEY		
Mailing Address	21650 64³/₁₀ ROAD, COLLBRAN, CO. 81624		
Daytime Contact Phone Number	970-270-7229		

PAYMENT INFORMATION

DATE OF REQUEST: **10/31/2022**

Payment can be made with case, money order, certified funds or checks made payable to Mesa County Combined Court		Payment can be made with a credit card. If you select this option a clerk will call you to obtain your credit card information. <input type="checkbox"/> PAY WITH CREDIT CARD
Search Fee:	\$5.00 per case	
Copy Fee	\$.75 per page for filed papers \$.25 per page for printed copies from CMS	
Certification	\$20.00 per document	
Offsite File Retrieval	\$10.00 (in addition to search fee)	
Extensive Research	\$30.00 per hour (no charge for 1 st hour)	

GENERAL INFORMATION REGARDING RECORD SEARCH INFORMATION

Cases older than 1977 could be stored at the Colorado State Archives. The Research Clerk will provide you with archives contact information along with details you will need for location of the file. You must then contact the Archives directly for information from these files. Unless a **SPECIFIC YEAR** is requested, our computer will provide records from 1989 to present. You must use one form for each search. Only Mesa County Court and District Court cases will be searched. If you need records for any other county or for Municipal Court, you will need to contact those agencies directly.

Small Claims Case # 2010C7681

We, Randall Glenn Sheley and Suzanne Marie Sheley were debtors for \$1621.19. We made a record search request 10/31/2022 that is in process for this case. We have not heard back yet from Mesa County Combined Court. Our reason for not having put it on our application is that we negligently didn't run a records search on ourselves prior to filling out this section of the application and forgot about it. We also were mistakenly assuming that the City of Grand Junction needed the same courts background history on us as the State of Colorado and the Town of De Beque for the marijuana sales licenses we currently hold in De Beque, Co. The omission was unintentional, and we want to disclose everything there is about us. We are extremely sorry for having omitted this from our application.

Sincerely,

Randall Glenn Sheley and

Suzanne Marie Sheley

Elk Mountain Trading Post LLC



#3

RECORD SEARCH FOR MESA COUNTY COMBINED COURT

125 N Spruce, Grand Junction, CO 81501
PO Box 20,000-5030, Grand Junction, CO 81502
Telephone (970) 257-3640



Requests for information can either be made in person or through the US Mail. The court does not accept phone call, faxed, or emailed requests. A non-refundable fee of \$5.00 per name is required at time of the request. An additional \$10.00 will be charged if the file has to be retrieved from offsite storage. Depending on the complexity of your request, an hourly rate of \$30.00 per hour may be assessed and processing time could take up to 3 weeks.

Payment is required in advance of beginning work. Due to confidentiality policies, when you submit a request for research and/or copies for a case you are involved in, you must include a copy of a valid picture ID or a notarized statement. If at least one of these is not provided, full access to the case might not be possible and certain documents may be withheld.

INFORMATION ABOUT THE PARTY(S) YOU WOULD LIKE RESEARCHED			
Name of party(s): RANDALL GLENN SHELEY (list all names used) SUZANNE MARIE SHELEY			
Date of Birth: [REDACTED]	Filing Date or Year: 2010	Case Number (if known): 2010C007681 or 2010C7681	
Date of Death: N/A			
Case type: MONEY	<input type="checkbox"/> Misdemeanor <input type="checkbox"/> Traffic <input type="checkbox"/> Felony <input type="checkbox"/> Probate <input type="checkbox"/> Domestic <input checked="" type="checkbox"/> Civil <input type="checkbox"/> Other		
Your request:	Do documents need to be Certified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<input type="checkbox"/> Entire File	Special Instructions: NEED AN OFFICIAL DISPOSITION OF THE CASE OR DOCUMENTATION THE RECORD HAS NOT BEEN RETAINED		
<input checked="" type="checkbox"/> Specific Documents			
INFORMATION ABOUT YOU			
Name/agency Requesting Information	RANDALL GLENN SHELEY		
Mailing Address	21650 643110 ROAD, COLLBRAN, CO. 81624		
Daytime Contact Phone Number	970-270-7229		

PAYMENT INFORMATION

DATE OF REQUEST: **10/31/2022**

Payment can be made with case, money order, certified funds or checks made payable to Mesa County Combined Court

Search Fee	\$5.00 per case
Copy Fee	\$.75 per page for filed papers \$.25 per page for printed copies from CMS
Certification	\$20.00 per document
Offsite File Retrieval	\$10.00 (in addition to search fee)
Extensive Research	\$30.00 per hour (no charge for 1 st hour)

Payment can be made with a credit card. If you select this option a clerk will call you to obtain your credit card information.

☐ PAY WITH CREDIT CARD

GENERAL INFORMATION REGARDING RECORD SEARCH INFORMATION

Cases older than 1977 could be stored at the Colorado State Archives. The Research Clerk will provide you with archives contact information along with details you will need for location of the file. You must then contact the Archives directly for information from these files. Unless a SPECIFIC YEAR is requested, our computer will provide records from 1989 to present. You must use one form for each search. Only Mesa County Court and District Court cases will be searched. If you need records for any other county or for Municipal Court, you will need to contact those agencies directly.

Case Type:120 Deeds of Trust Public Trustee

Case #2010CV002619

We, Randall Glenn Sheley and Suzanne Marie Sheley were in default of our mortgage payments which resulted in the court filing for the sale of our home. We were able to obtain the Courts E-Filing on the Case History. Our reason for not having put it on our application is that we negligently didn't run a records search on ourselves prior to filling out this section of the application. We mistakenly assumed that the City of Grand Junction needed the same background history on us as the State of Colorado and the Town of De Beque for the marijuana sales licenses we currently hold in De Beque, Co. The omission was unintentional, and we want to disclose everything there is about us. We are extremely sorry for having omitted this from our application.

Sincerely,

Randall Glenn Sheley and

Suzanne Marie Sheley

Elk Mountain Trading Post LLC



#4

Case History

☐ Filed by Plaintiff/Petitioner
☐ Filed by Defendant/Respondent
☐ Filed by Court

Case Number: 2010CV002619

Division: 5

Case Type: Rule 120 Deeds of Trust Public Trustee
 Case Caption: Deutsche Bank National Trust Company As v. Sheley,
 Randy et al

Judicial Officer: Valerie Jo Robison

Court Location: Mesa County

Download									
Show 20 1 - 14 of 14									
Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security		
<input type="checkbox"/>	N/A (Details)	02/28/2011 4:48 PM	Valerie Jo Robison	Mesa County	N/A		Order	Grant (ORDER APPROVING SALE)	Public
<input type="checkbox"/>	N/A (Details)	02/24/2011 2:49 AM	Firm Suspense Account	Mesa County	N/A		Accepted without Docketing	ORDER APPROVING SALE	Public
<input type="checkbox"/>	N/A (Details)	02/24/2011 2:49 AM	N/A	N/A	Deutsche Bank National Trust Company As		Filing Other	RETURN AND ORDER APPROVING SALE	Public
<input type="checkbox"/>	N/A (Details)	06/24/2010 1:45 PM	N/A	N/A	Deutsche Bank National Trust Company As		Certificate	Certificate of Service- Compliance	Public
<input type="checkbox"/>	N/A (Details)	06/24/2010 9:31 AM	Valerie Jo Robison	Mesa County	N/A		Order	Grant (Order Authorizing Sale)	Public
	N/A	06/24/2010	N/A	N/A	N/A		Case Closed	N/A	
<input type="checkbox"/>	N/A (Details)	06/16/2010 2:56 PM	N/A	N/A	Suzanne Marie Sheley		Answer	answer	Public
<input type="checkbox"/>	N/A (Details)	05/27/2010 10:52 PM	Firm Suspense Account	Mesa County	N/A		Accepted without Docketing	Order Authorizing Sale	Public
<input type="checkbox"/>	N/A (Details)	05/27/2010 10:52 PM	N/A	N/A	Deutsche Bank National Trust Company As		Exhibit - Attach to Pleading/Doc	Exhibit B (Mailing List) (Attach to Rule 120 Motion for Order Authorizing Sale)	Public
<input type="checkbox"/>	N/A (Details)	05/27/2010 10:52 PM	N/A	N/A	Deutsche Bank National Trust Company As		Exhibit - Attach to Pleading/Doc	Negotiable Instrument- Note and Deed of Trust (Attach to Rule 120 Motion for Order Authorizing Sale)	Public
<input type="checkbox"/>	N/A (Details)	05/27/2010 10:52 PM	N/A	N/A	Deutsche Bank National Trust Company As		Certificate	Certificate of Mailing and Posting of Notice	Public
<input type="checkbox"/>	N/A (Details)	05/27/2010 10:52 PM	N/A	N/A	Deutsche Bank National Trust Company As		Notice of Hearing	Notice of Hearing June 23, 2010	Public
<input type="checkbox"/>	N/A (Details)	05/27/2010 10:52 PM	N/A	N/A	Deutsche Bank National Trust Company As		Civil Case Cover Sheet	District Court Civil (CV) Case Cover Sheet for Initial Pleading of Complaint, Counterclaim or Third Party Complaint	Public
<input type="checkbox"/>	N/A (Details)	05/27/2010 10:52 PM	N/A	N/A	Deutsche Bank National Trust Company As		Motion for Order Authorizing Sale	Rule 120 Motion for Order Authorizing Sale	Public

1 - 14 of 14

DISTRICT COURT, MESA COUNTY, COLORADO Court Address: 125 N Spruce Grand Junction, CO 81501		FILED Document DATE: May 27, 2010 10:52 PM CO: Mesa County District Court 21st JB CASE NUMBER: 2010 CV 2819 Filing Date: May 27, 2010 8:52 PM MDT Filing ID: 31360693 Review Clerk: Ann Brigham
IN THE MATTER OF THE APPLICATION OF DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR NOVASTAR MORTGAGE FUNDING TRUST, SERIES 2007-2, FOR AN ORDER AUTHORIZING THE PUBLIC TRUSTEE FOR MESA COUNTY, STATE OF COLORADO, TO SELL CERTAIN REAL ESTATE CONTAINED IN A DEED OF TRUST.		▲ COURT USE ONLY ▲ Case Number: 2010 CV Div.: Ctrm:
Attorney or Party Without Attorney: Name: Robert J. Aronowitz, Esq. Reg. No. 5673 Joel T. Mecklenburg, Esq. Reg. No. 36291 Stacey L. Aronowitz, Esq. Reg. No. 36290 Joan Olson, Esq. Reg. No. 28078 Monica Kadmas, Esq. Reg. No. 34904 Andrea Rickles-Jordan, Esq. Reg. No. 39005 Randall M. Chin, Esq. Reg. No. 31149 Address: 1199 Bannock Street Denver, Colorado 80204 Phone Number: (303) 813-1177 Fax Number: (303) 813-1107 E-mail: R120@amlawco.com		
RULE 120 MOTION FOR ORDER AUTHORIZING SALE		

WHEREAS, Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2007-2, ("Petitioner") the legal holder of a negotiable instrument dated March 16, 2007 in the original principal amount of \$165,600.00 ("Negotiable Instrument"), which indebtedness is secured by a Deed of Trust from Randy Sheley and Suzanne Marie Sheley ("Grantor(s)") originally for the benefit of Mortgage Electronic Registration Systems, Inc., acting solely as nominee for NOVASTAR MORTGAGE, INC., which Deed of Trust is dated March 16, 2007 and was recorded in Mesa County, Colorado on March 26, 2007, in Book 4383, at Page 266, at Reception No. 2370966, ("Deed of Trust") with the following described real property ("Property") situate in said County to-wit:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

WHICH HAS THE ADDRESS OF : 477 30 Road, Grand Junction, CO 81504

WHEREAS, the Petitioner, represents that: i) it is the current holder of the Negotiable Instrument and the beneficiary of the Deed of Trust, ii) said Deed of Trust grants Power of Sale to the Public Trustee of the County in which the Property is located; and iii) Negotiable Instrument is in **default** in that the borrower has failed to pay the monthly installments of principal and/or interest and/or if applicable, taxes and insurance, together with applicable late charges as provided in the Negotiable Instrument and is in **default** under the terms of the Deed of Trust. The Petitioner desires to foreclose the same and has filed the Notice of Election and Demand for Sale with the appropriate Public Trustee pursuant to Colorado statutes.

WHEREAS, an Order of the Court authorizing a sale is required for default of the Negotiable Instrument under the Power of Sale contained in the Deed of Trust.

WHEREAS, the venue in this Court is proper, because this matter involves either: (i) a consumer obligation secured by a deed of trust that is encumbering real property all, or a substantial part, located in the County where this action is occurring, or (b) a non-consumer obligation secured by a deed of trust that is encumbering real property, which may be heard in any county under Rule 120(f) C.R.C.P.

WHEREAS, the Petitioner, through its undersigned counsel, represents to this Court, that: i) counsel has performed a search of the Department of Defense Manpower Data Center ("DMDC") records; and ii) the DMDC's records indicate that the current owner of the Property and those persons obligated to pay the indebtedness evidenced by the Negotiable Instrument are not entitled to the protections afforded under the Servicemembers Civil Relief Act (50 U.S.C. § 501, *et. seq.*). In support of Petitioner's position, Petitioner deposes and states that at the time of filing this Motion, the Property is not owned by a person who:

- (a) is in the military service as that term is defined in 50 U.S.C. § 511; nor
- (b) is extended protections for serving with forces of any nation with which the United States is allied in the prosecution of war or military action pursuant to 50 U.S.C. § 514; nor
- (c) has been ordered for induction into the military service within three (3) months prior to the filing of this Motion 50 U.S.C § 533; nor
- (d) is entitled to the protections afforded under 50 U.S.C. § 501, *et. seq.* due to the fact that such person was a member of the military service when the subject Negotiable Instrument and Deed of Trust were executed pursuant to 50 U.S.C. § 533(a).

Therefore, the court is not restricted by the Servicemembers Civil Relief Act in issuing an Order authorizing the Public Trustee to sell the Property under the Power of Sale contained in the Deed of Trust as a result of the borrower's default of the terms in the Negotiable Instrument.

WHEREAS, the names of all persons who were the Grantor or Grantors in such Deed of Trust, and those persons who appear to have acquired a record interest in the Property subsequent to the recording of such Deed of Trust and prior to the recording of the Notice of Election and Demand thereunder, whether by deed, mortgage, judgment or any other instrument of record, and the address of each such person as such address appears in the recorded instruments of writing, are listed on Exhibit B hereof.

WHEREAS, the names and last known address(es) (as shown by the records of the Petitioner) of the Grantor or Grantors of said Deed of Trust, the current record owner or owners, and of any person or persons known or believed by Petitioner to be personally liable on the indebtedness secured by said Deed of Trust, are also listed on Exhibit B hereof.

WHEREFORE, Petitioner prays that the Clerk of the Court fix a time and place for the hearing of this Motion, and that the Court examine this Motion and response(s) thereto, if any, and summarily grant the Motion by entering an Order authorizing a Public Trustee's Sale under the Power of Sale contained in said Deed of Trust.

ARONOWITZ & MECKLENBURG, LLP

Attorney for Petitioner

By: _____

Robert J. Aronowitz, Esq.	Reg. No. 5673
Joel T. Mecklenburg, Esq.	Reg. No. 36291
Stacey L. Aronowitz, Esq.	Reg. No. 36290
Joan Olson, Esq.	Reg. No. 28078
Monica Kadmas, Esq.	Reg. No. 34904
Andrea Rickles-Jordan, Esq.	Reg. No. 39005
Randall M. Chin	Reg. No. 31149

Petitioner's Address:

c/o Aronowitz & Mecklenburg, LLP
1199 Bannock Street
Denver, CO 80204

STATE OF COLORADO)

) ss.

COUNTY OF DENVER)

The undersigned, on behalf of the Petitioner, being first duly sworn, says that the facts set forth in this Motion are true.

By: _____

Robert J. Aronowitz, Esq.	Reg. No. 5673
Joel T. Mecklenburg, Esq.	Reg. No. 36291
Stacey L. Aronowitz, Esq.	Reg. No. 36290
Joan Olson, Esq.	Reg. No. 28078
Monica Kadmas, Esq.	Reg. No. 34904
Andrea Rickles-Jordan, Esq.	Reg. No. 39005
Randall M. Chin	Reg. No. 31149

The foregoing instrument was subscribed and sworn to before me on May 20, 2010, by the attorney named above, as the Attorney for Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2007-2.

My commission expires:
(SEAL)

Notary Public

Randy Sheley and Suzanne Marie Sheley 1818 00906



Ex. Commission Expires 05/20/12

LEGAL DESCRIPTION

THE FOLLOWING PROPERTY, IN THE COUNTY OF MESA, STATE OF COLORADO, TO WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE S 1/2 S 1/2 NE 1/4 NE 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN;
THENCE NORTH 100 FEET;
THENCE WEST 300 FEET;
THENCE SOUTH 100 FEET;
THENCE 300 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE LAND DEEDED OUT TO MESA COUNTY, A BODY POLITIC ON 3/6/02 RECORDED 3/8/025 IN BOOK 3037, PAGE 478,

LESS AND EXCEPT THE LAND ON CONTRACT FOR NEGOTIATED SALE AND PURCHASE IN LIEU OF CONDEMNATION NORTH/SOUTH CORRIDOR - 30 ROAD PHASE III MESA COUNTY, COLORADO TO COUNTY OF MESA, COLORADO DATED 1/11/02 AND IN BOOK 3006, PAGE 313

LESS AND EXCEPT THE LAND ON GRANT OF EASEMENT TO COUNTY OF MESA, STATE OF COLORADO, DATED 1/11/02 RECORDED IN BOOK 3006, PAGE 317.

LESS AND EXCEPT THE LAND ON TEMPORARY CONSTRUCTION EASEMENT TO COUNTY OF MESA, STATE OF COLORADO, DATED 1/11/02 RECORDED IN BOOK 3006, PAGE 319.

<input type="checkbox"/> County Court <input checked="" type="checkbox"/> District Court Mesa County, Colorado Court Address: 125 N. Spruce Street, Grand Junction CO 81501 Mailing: PO Box 20000-5030, Grand Junction CO 81502		FILED IN COMBINED COURT FILED: JUN 16 2010 2:56 PM MESA COUNTY DISTRICT COURT JUN 16 2010 MESA COUNTY COMBINED COURT MESA COUNTY, COLORADO COURT USE ONLY
Plaintiff(s)/Petitioner(s) Deutsche Bank National Trust Company Trustee for Novastar Mortgage Funding Trust, series 2007-2A v. Defendant(s)/Respondent(s) Randy Sheley and Suzanne Marie Sheley, Grantors by Deed of Trust of Certain Real Estate		
Attorney or Party Without Attorney (Name and Address): Randy Sheley and Suzanne Marie Sheley 477 30 Road Grand Junction, Co. 81504 Phone Number: 970-270-7229 E-mail: RGSheley@gmail.com FAX Number: 970-434-9762 Atty. Reg. #: N/A		Case Number: 2010 CV 2619 Division Courtroom
RESPONSE TO Notice of Hearing June 23, 2010		

I am the ☐ Plaintiff/Petitioner ☒ Respondent/Defendant in this action. I hereby respond to order to authorize sale of certain Real Estate in Deed of Trust (cite any applicable law) as follows:

This is a Notice of Intent to Redeem being filed by Randy Sheley and Suzanne Marie Sheley, Grantors by Deed of Trust dated March 16, 2007, recorded March 26, 2007, in book 4383 at page 266, at Reception No. 2370966, in the records of the County of Mesa, Colorado, which has the address of 477 30 Road Grand Junction, Co. 81504.

I am requesting: That under oath along with supporting documents we object to sale and that this Notice of Intent to Redeem be given to the Public Trustee of district Court, Mesa County, Colorado and filed with the Clerk of the District Court in and for the County of Mesa, state of Colorado, at the address 125 N. Spruce St. B.J., Co. 81501 and shall be served upon the Petitioner at the office of Aronowitz & Mecklenburg, LLP, 1199, Bannock St., Denver, Co. 80204

Dated: 6/16/2010

Randy Sheley and Suzanne Marie Sheley
☐ Plaintiff/Petitioner OR ☒ Defendant/Respondent
477 30 Road
 Address
Grand Junction, Co. 81504
 City, State and Zip Code
970-270-7229 970-270-7452
 Telephone Number (Home) (Work)

CERTIFICATE OF MAILING

I certify that on 6/15/2010 (date) the original of this Response was filed with the Court; and a true and accurate copy of this RESPONSE TO Notice of Hearing June 23, 2010 was served on the other party(ies) by placing it in the United States mail, postage pre-paid and addressed to the following:

Aronowitz & Mecklenburg, LLP

1199 Bannock Street
Denver, Co. 80204

[Signature]
☐ Plaintiff/Petitioner OR ☒ Defendant/Respondent

LEGAL DESCRIPTION

THE FOLLOWING PROPERTY, IN THE COUNTY OF MESA, STATE OF COLORADO, TO WIT:



COMMENCING AT THE SOUTHEAST CORNER OF THE S 1/2 S 1/2 NE 1/4 NE 1/4 OF SECTION 17, TOWNSHIP 1
SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN;
THENCE NORTH 100 FEET;
THENCE WEST 300 FEET;
THENCE SOUTH 100 FEET;
THENCE 300 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE LAND DEEDED OUT TO MESA COUNTY, A BODY POLITIC ON 3/6/02 RECORDED
3/8/02 IN BOOK 3037, PAGE 478.

LESS AND EXCEPT THE LAND ON CONTRACT FOR NEGOTIATED SALE AND PURCHASE IN LIEU OF
CONDEMNATION NORTH/SOUTH CORRIDOR - 30 ROAD PHASE III MESA COUNTY, COLORADO TO COUNTY
OF MESA, COLORADO DATED 1/11/02 AND IN BOOK 3006, PAGE 313

LESS AND EXCEPT THE LAND ON GRANT OF EASEMENT TO COUNTY OF MESA, STATE OF COLORADO,
DATED 1/11/02 RECORDED IN BOOK 3006, PAGE 317.

LESS AND EXCEPT THE LAND ON TEMPORARY CONSTRUCTION EASEMENT TO COUNTY OF MESA, STATE
OF COLORADO, DATED 1/11/02 RECORDED IN BOOK 3006, PAGE 319.

	GRANTED	The moving party is hereby ORDERED to provide a copy of this Order to any parties who have entered an appearance in this action within 10 days from the date of this order.	 Valerie Robison District Court Judge DATE OF ORDER INDICATED ON ATTACHMENT
DISTRICT COURT, MESA COUNTY, COLORADO Court Address: 125 N Spruce Grand Junction CO 81501 IN THE MATTER OF THE MOTION OF DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR NOVASTAR MORTGAGE FUNDING TRUST, SERIES 2007-2, FOR AN ORDER AUTHORIZING THE PUBLIC TRUSTEE TO SELL CERTAIN REAL ESTATE UNDER A POWER OF SALE CONTAINED WITHIN A DEED OF TRUST		<div style="text-align: right;"> FILED Document DATE FILED: February 28, 2011 4:48 PM DISTRICT COURT 21st JD CASE NUMBER: 2010CV2619 Filing Date: Feb 28 2011 2:48PM MST Filing ID: 36184114 Review Clerk: Dee Green </div> <div style="text-align: center; margin-top: 20px;"> ▲ COURT USE ONLY ▲ </div> <div style="text-align: center; margin-top: 20px;"> Case Number: 2010CV2619 </div> <div style="text-align: center; margin-top: 20px;"> Div.: 5 </div>	
ORDER APPROVING SALE			

THIS MATTER, having come to be heard: This Court finds that the matters stated in the foregoing Return are true.

IT IS ORDERED that the said sale and Return of Sale filed with the Court are approved. The Court neither approves nor disapproves the deficiency, if any.

DATED: _____, 2011.

BY THE COURT:

 District Court Judge

Randy Sheley and Suzanne Marie Sheley: 1818.00906

This document constitutes a ruling of the court and should be treated as such

Court: CO Mesa County District Court 21st JD

Judge: Valerie Robison

Current Date: Feb 28, 2011

Case Number: 2010CV2619

Case Name: DEUTSCHE BANK NATIONAL TRUST COMPANY AS vs. SHELEY, RANDY et al

Case Type: Mortgage Company Forcible Entry and Detainer

Case #2011C001343

We, Randall Glenn Sheley and Suzanne Marie Sheley were in default of our mortgage payments which resulted in the court filing of Judgement for Possession and a Granted Writ of Restitution, the loss of our home of 23 years. We were able to obtain the Courts E-Filing on the Case History. Our reason for not having put it on our application is that we negligently didn't run a records search on ourselves prior to filling out this section of the application. We mistakenly assumed that the City of Grand Junction needed the same background history on us as the State of Colorado and the Town of De Beque for the marijuana sales licenses we currently hold in De Beque, Co. The omission was unintentional, and we want to disclose everything there is about us. We are extremely sorry for having omitted this from our application.

Sincerely,

Randall Glenn Sheley and

Suzanne Marie Sheley

Elk Mountain Trading Post LLC



#5

Case History

☐

Filed by Plaintiff

Case Number: 2011C001343

Division: 8

☐

Filed by Defendant

Case Type: Forcible Entry and Detainer

Judicial Officer: Gretchen Buck Larson

☐

Filed by Court

Case Caption: Deutsche Bank National Trust Company v. Sheley,
Randy et al

Court Location: Mesa County

Download

Show 20 1 - 18 of 18

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security		
<input type="checkbox"/>	N/A (Details)	08/15/2011 4:23 PM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Order	Granted (WRIT OF RESTITUTION)	Public
<input type="checkbox"/>	N/A (Details)	08/13/2011 10:27 AM	Firm Suspense Account	Mesa County	N/A	<input type="checkbox"/>	Accepted without Docketing	WRIT OF RESTITUTION	Public
<input type="checkbox"/>	N/A (Details)	08/13/2011 10:27 AM	N/A	N/A	Deutsche Bank National Trust Company	<input type="checkbox"/>	Filing Other	EXHIBIT A - LEGAL DESCRIPTION	Public
<input type="checkbox"/>	N/A (Details)	08/12/2011	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Order (Related Document)	Order	Public
<input type="checkbox"/>	N/A (Details)	08/12/2011	N/A	N/A	Deutsche Bank National Trust Company	<input type="checkbox"/>	Motion (Related Document)	Motion	Public
<input type="checkbox"/>	N/A (Details)	08/12/2011	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Judgment for Possession	Judgment for Possession	Public
	N/A	08/12/2011	N/A	N/A	N/A		Case Closed	N/A	
<input type="checkbox"/>	N/A (Details)	08/08/2011 1:19 PM	N/A	N/A	Deutsche Bank National Trust Company	<input type="checkbox"/>	Entry of Appearance	Entry of Appearance (Annie D. Murphy as co-counsel for Plaintiff)	Public
<input type="checkbox"/>	N/A (Details)	07/29/2011	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Answer	Answer	Public
	N/A	07/29/2011	N/A	N/A	N/A		Motion to Proceed in Forma Pauperis	N/A	
	N/A	07/29/2011	N/A	N/A	N/A		Minute Order - No Print	N/A	
<input type="checkbox"/>	N/A (Details)	07/22/2011 6:22 PM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Order	Granted (Order Authorizing Appearance by Telephone)	Public
<input type="checkbox"/>	N/A (Details)	07/22/2011 1:05 PM	N/A	N/A	Deutsche Bank National Trust Company	<input type="checkbox"/>	Affidavit	Affidavit of Service	Public
<input type="checkbox"/>	N/A (Details)	07/21/2011 8:31 PM	Firm Suspense Account	Mesa County	N/A	<input type="checkbox"/>	Accepted without Docketing	Order Authorizing Appearance by Telephone	Public
<input type="checkbox"/>	N/A (Details)	07/21/2011 8:31 PM	N/A	N/A	Deutsche Bank National Trust Company	<input type="checkbox"/>	Motion	Motion to Appear by Telephone	Public
<input type="checkbox"/>	N/A (Details)	07/19/2011 10:00 AM	N/A	N/A	Deutsche Bank National Trust Company	<input type="checkbox"/>	Filing Other	Exhibit A - Demand for Possession	Public
<input type="checkbox"/>	N/A (Details)	07/19/2011 10:00 AM	N/A	N/A	Deutsche Bank National Trust Company	<input type="checkbox"/>	Summons	Summons in Forcible Entry and Unlawful Detainer	Public
<input type="checkbox"/>	N/A (Details)	07/19/2011 10:00 AM	N/A	N/A	Deutsche Bank National Trust Company	<input type="checkbox"/>	Complaint	Verified Complaint in Forcible Entry and Detainer	Public

1 - 18 of 18

MESA COUNTY COURT 125 North Spruce Street Grand Junction, CO 81502		FILED Document - County Court DATE FILED: July 19, 2011 10:01 AM CO: Mesa County, County Court 21st JB CASE NUMBER: 2011C-1343 Filing ID: 38745272 Review Clerk: Velvet Johnson
Plaintiff: OCWEN LOAN SERVICING, LLC v. Defendants: RANDY SHELEY AND SUZANNE MARIE SHELEY AND ALL OTHER OCCUPANTS	COURT USE ONLY	
Attorney for Plaintiff: Wayne E. Vaden, Esq. (#21026) VADEN LAW FIRM, LLC 2015 York Street Denver, CO 80205 (303) 377-2933 Voice (303) 377-2834 Facsimile w.vaden@vadenlaw.com	Case Number:	Division Courtroom
VERIFIED COMPLAINT IN FORCIBLE ENTRY AND DETAINER		

The Plaintiff, named above, states and alleges as follows:

Plaintiff is acting on behalf of the owner of premises in Grand Junction located at **477 30 Road, Grand Junction, CO 81504** ("Property"), including any and all outbuildings, and more particularly described as:

PLEASE SEE EXHIBIT "A".

1. The Property was secured by a Deed of Trust, dated March 16, 2007, and recorded March 26, 2007 at Reception No. 2370966 in the records of the Clerk and Recorder, **MESA** County, State of Colorado ("Deed of Trust").
2. The Deed of Trust granted a power of sale to the Public Trustee of **MESA** County, State of Colorado, pursuant to which the Property was sold to Plaintiff, **DEUTSCHE BANK NATIONAL TRUST COMPANY** at a Public Trustee's Sale on May 3, 2011.
3. Plaintiff demanded possession of the Property by a formal written demand, a copy of which is attached and incorporated herein as Exhibit A.
4. Through diligent efforts, Plaintiff determined that no parties meet the standard of a bona fide tenant as set forth in Title VII of the Public Law 11-22, otherwise known as "Protecting Tenants at Foreclosure Act of 2009".
5. The Defendant or individual claiming rights under the defendant are presently in possession of the premises and are unlawfully and wrongfully holding possession of the premises contrary to the demand for possession.

6. Defendants are not engaged in the military service of the United States and are engaged in a civilian occupation.

Wherefore, Plaintiff requests judgment for recovery of possession of the premises and for any other relief to which Plaintiff is entitled.

VADEN LAW FIRM, LLC

/s/ Wayne E. Vaden, #21026

Pursuant to C.R.C.P. 121, 1-26(9), original signature on file at the Vaden Law Firm, LLC and made available for inspection upon request.

VERIFICATION

I, Wayne E. Vaden (#21026), being first duly sworn under oath, deposes and says that I have read the foregoing Summons and Verified Complaint and know the content thereof and that the same are true to the best of my knowledge, information and belief.

/s/ Wayne E. Vaden, Esq.

Wayne E. Vaden, Esq.
Attorney for Plaintiff

STATE OF COLORADO

)

CITY AND COUNTY OF DENVER

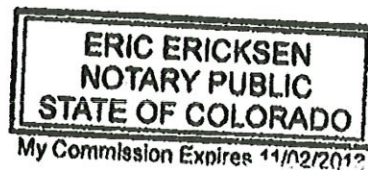
) ss.
)

Subscribed and sworn to and acknowledged before me this 19th day of July, 2011, by
Wayne E. Vaden.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: 11/2/2013


NOTARY PUBLIC



PUBLIC TRUSTEE'S CONFIRMATION DEED

(C.R.S. 38-38-502)

Public Trustee's Foreclosure #2010-0437

This Deed is made 3/3/2011, between the Public Trustee, of Mesa County, State of Colorado, and DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR NOVASTAR MORTGAGE FUNDING TRUST, SERIES 2007-2, Grantee, the holder of the Certificate of Purchase, whose legal address is 4708 MERCANTILE DRIVE, FORT WORTH, TX 76137.

WHEREAS, RANDY SHELEY AND SUZANNE MARIE SHELEY, did by Deed of Trust dated 3/16/2007, and recorded in the office of the Clerk and Recorder of the County of Mesa, Colorado, on 3/26/2007, at Reception No. 2370966, Book 4383, Page 266, convey to the Public Trustee, in Trust, the property hereinafter described to secure the payment of the indebtedness provided in said Deed of Trust, and WHEREAS, a violation was made in certain of the terms and covenants of said Deed of Trust as shown by the Notice of Election and Demand for Sale filed with the Public Trustee; the said property was advertised for public sale at the place and in the manner provided by law and by said Deed of Trust; Combined Notice of Sale and Right to Cure and Redeem was given as required by law; said property was sold according to said Combined Notice; and a Certificate of Purchase thereof was made and recorded in the office of the Mesa County Clerk and Recorder, and

WHEREAS, all periods of redemption have expired.

NOW, THEREFORE, the Public Trustee, pursuant to the power and authority vested by law and by the said Deed of Trust, confirms the foreclosure sale and sells and conveys to Grantee the following described property located in the County of Mesa, State of Colorado, to-wit:

ATTACHED HERETO AS EXHIBIT 'A' AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

also known by street and number as:

477 30 ROAD
GRAND JUNCTION, CO 81504

TO HAVE AND TO HOLD the same, with all appurtenances, forever.

Executed 3/3/2011.

PAUL N. BROWN
Public Trustee, Mesa County
State of Colorado

By: *Sharon Ener*
Sharon Ener
Chief Deputy Public Trustee



Consideration: \$94,900.00

LEGAL DESCRIPTION

THE FOLLOWING PROPERTY, IN THE COUNTY OF MESA, STATE OF COLORADO, TO WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE S 1/2 S 1/2 NE 1/4 NE 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN;
THENCE NORTH 100 FEET;
THENCE WEST 300 FEET;
THENCE SOUTH 100 FEET;
THENCE 300 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE LAND DEEDED OUT TO MESA COUNTY, A BODY POLITIC ON 3/6/02 RECORDED 3/8/02 IN BOOK 3037, PAGE 478.

LESS AND EXCEPT THE LAND ON CONTRACT FOR NEGOTIATED SALE AND PURCHASE IN LIEU OF CONDEMNATION NORTH/SOUTH CORRIDOR - 30 ROAD PHASE II MESA COUNTY, COLORADO TO COUNTY OF MESA, COLORADO DATED 1/11/02 AND IN BOOK 3006, PAGE 313

LESS AND EXCEPT THE LAND ON GRANT OF EASEMENT TO COUNTY OF MESA, STATE OF COLORADO, DATED 1/11/02 RECORDED IN BOOK 3004, PAGE 317.

LESS AND EXCEPT THE LAND ON TEMPORARY CONSTRUCTION EASEMENT TO COUNTY OF MESA, STATE OF COLORADO, DATED 1/11/02 RECORDED IN BOOK 3006, PAGE 319.

812

<input checked="" type="checkbox"/> County Court Mesa County, Colorado Court Address: 125 N. Spruce St., Grand Junction CO 81501		DATE FILED: July 29, 2011 CASE NUMBER: 2011C1343
Plaintiff(s): <u>Ocean Loan Servicing LLC</u> v. Defendant(s): <u>Randy & Suzanne Sheley</u>		▲ COURT USE ONLY ▲ Case Number: <u>11C1343</u>
Attorney or Party Without Attorney (Name and Address): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Phone Number: _____ FAX Number: _____ </div> <div style="width: 45%;"> E-mail: _____ Atty. Reg. #: _____ </div> </div>		
Division _____ Courtroom _____		
ANSWER UNDER SIMPLIFIED CIVIL PROCEDURE (including counterclaim(s) and/or cross claim(s))		

The Defendant(s) Randy & Suzanne Sheley answer(s) the complaint as follows:

1. The amount of damages claimed to be due to the Plaintiff by the Complaint in this action is not due and owing for the following reasons:

or

the personal property claimed by the Plaintiff should not be ordered to be turned over for the following reasons:

Plaintiff is a predatory loan company and we are in possession of documents proving so which need to be presented to the court. Examples are Mortgage Audit stating 3 Federal violations on our loan, signed paperwork stating we are in the HFAA program whereas they did not abide by the current contract, also but not limited to evidence from plaintiff stating we must list our home for sale at 223,000.

or

Far under the bid at this fore closure whereas we were in the HFAA program. Meaning they were to abide by the guidelines of the HFAA program buying our house back from us if it did not sell for the price we owed on our mortgage through an automatic short sale not a foreclosure. Furthermore the program states we were to receive relocation money in the sum of 3200. We have been in the program since OCTOBER 2010 without being able to contact our mortgage company.

IFP

the injunctive relief requested by the Plaintiff should not be allowed for the following reasons:

2. (If Applicable) the Defendant(s) RANDY SHELEY AND SUZANNE SHELEY assert(s) the following counterclaim(s) or setoff(s) against the Plaintiff:

That the court require Plaintiff to abide by the HAEA program guidelines according to Federal Law and short sale our home for the difference of 153,388.94 minus 3700 relocation expense according to the HAEA Program guidelines and rules set forth in signed paperwork in our possession by both plaintiff and us.

3. (If applicable) the Defendant(s) _____, assert(s) the following cross claim(s) against _____, named Defendant(s) (you are limited to the jurisdiction of the court):

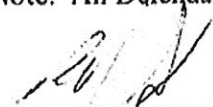
4. If a counterclaim is asserted above, you must check one of the following statements:

- ☐ The amount of the counterclaim does not exceed the jurisdiction of the court (County Court filing fee required).
- ☒ The amount of the counterclaim exceeds the jurisdiction of the court, but I wish to limit my recovery to the jurisdiction of the court (County Court filing fee required).
- ☐ The amount of the counterclaim exceeds the jurisdiction of the court, and I wish the case transferred to the District Court (District Court filing fee required).

5.. The Defendant(s) ___ do/ ☒ do not demand trial by jury (if demand is made, a jury fee must be paid).


WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

Note: All Defendants filing this answer must sign unless the answer is signed by an attorney.



Defendant's Signature

Attorney's Signature (if applicable) (print
registration number, address and telephone
number)



Defendant's Address

Defendant's Telephone Number

477 30 Rd. C.F.C. 81504

970-242-2106

CERTIFICATE OF MAILING

The undersigned hereby certifies that a true and correct copy of the foregoing ANSWER UNDER SIMPLIFIED CIVIL PROCEDURE was placed in the United States mail, first-class postage prepaid and properly addressed to the following this 22 day of July, 2011:

Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust,
Series 2007-2

c/o Aronowitz & Mecklenburg, LLP
1199 Bannock Street
Denver, Colorado 80204



**GRANTED**

The moving party is hereby ORDERED to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.

Gretchen B. Larson
County Court Judge

DATE OF ORDER INDICATED ON ATTACHMENT

COUNTY COURT, COUNTY OF MESA
STATE OF COLORADO
125 North Spruce, Grand Junction, CO 81502

FILED Document - County Court
DATE FILED: August 15, 2011 4:23 PM
COUNTY: Mesa County Court 21st JD
CASE NUMBER: 11C1343
Filing Date: Aug 15 2011 02:23 PM MDT
Filing ID: 39287223
Review Clerk: Melanie McCabe

Plaintiff: DEUTSCHE BANK NATIONAL TRUST
COMPANY, as TRUSTEE FOR NOVASTAR MORTGAGE
FUNDING TRUST, SERIES 2007-2

vs.

Defendants: RANDY SHELEY and SUZANNE SHELEY and all
Occupants.

COURT USE ONLY

Case Number: 11 C 1343

Division

Courtroom

WRIT OF RESTITUTION

The People of the State of Colorado
To the Sheriff of Mesa County, Colorado.

Whereas, DEUTSCHE BANK NATIONAL TRUST COMPANY, Plaintiff, obtained judgment for possession against Randy Sheley Suzanne Sheley, and any and all occupants claiming an interest under said Defendants, pursuant to the Colorado Forcible Entry and Detainer (FED) statutes, §13-40-101, *et seq.*, C.R.S. ordering possession of the premises located at:

Legal Description:

**ATTACHED HERETO AS EXHIBIT 'A' AND INCORPORATED HEREIN AS
THOUGH FULLY SET FORTH.**

Street Address: 477 30 Rd GRAND JUNCTION, CO 81504, including any and all
outbuildings.

You are hereby ordered to remove the Defendants and their property from the premises and restore the Plaintiff to the possession of the premises stated above and to make proper return according to law.

This Writ of Restitution shall remain in effect for 45 days after issuance and shall automatically expire thereafter.

Date: _____

Judge

Case Type: Money Case #2011C004290

We, Randall Glenn Sheley and Suzanne Marie Sheley were in debtors for \$6851.03 where we failed to make our agreed upon payments on our credit card due to financial hardship that ending in bankruptcy. We were court ordered to be garnished from our credit union checking account. We were able to obtain the Courts E-Filing on the Case History. Our reason for not having put it on our application is that we negligently didn't run a records search on ourselves prior to filling out this section of the application. We mistakenly assumed that the City of Grand Junction needed the same background history on us as the State of Colorado and the Town of De Beque for the marijuana sales licenses we currently hold in De Beque, Co. The omission was unintentional, and we want to disclose everything there is about us. We are extremely sorry for having omitted this from our application.

Sincerely,

Randall Glenn Sheley and

Suzanne Marie Sheley

Elk Mountain Trading Post LLC



#6

Case History

☐ Filed by Plaintiff
☐ Filed by Defendant
☐ Filed by Court

Case Number: 2011C004290

Division: 6

Case Type: Money

Judicial Officer: Gretchen Buck Larson

Case Caption: Capital One Bank Usa Na v. Sheley, Suzanne M et al

Court Location: Mesa County

Download								Show 20 1 - 20 of 37	
Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security		
<input type="checkbox"/>	N/A (Details)	01/10/2013 4:33 PM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Filing Other	01 10 13 check number 374097 for \$223.38 from Western Rockies FCU Mailed to David Bauer, atty for creditor.	Public
<input type="checkbox"/>	N/A (Details)	12/21/2012 11 42 AM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Order	Granted (Order to Remit Funds from Western Rockies FCU in the amount of \$223.38)	Public
<input type="checkbox"/>	N/A (Details)	12/20/2012 4:25 PM	Firm Suspense Account	Mesa County	N/A	<input type="checkbox"/>	Accepted without Docketing	Order to Remit Funds from Western Rockies FCU in the amount of \$223.38	Public
<input type="checkbox"/>	N/A (Details)	12/20/2012 4:25 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Return of Service	Return of Service for Notice of Levy served to Defendant on 11 23 2012	Public
<input type="checkbox"/>	N/A (Details)	12/20/2012 4:25 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Filing Other	Writ of Garnishment with Notice of Exemption and Pending Levy and answers to the same	Public
<input type="checkbox"/>	N/A (Details)	12/20/2012 4:25 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Return of Service	Return of Service for Writ of Garnishment served to Western Rockies Federal Credit Union on 10 20 2011	Public
<input type="checkbox"/>	N/A (Details)	12/20/2012 4:25 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Motion	Motion to order Garnished funds into the Court	Public
<input type="checkbox"/>	N/A (Details)	10/09/2012 11:21 AM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Writ of Garn - Exempt w/Levy - Answer	WESTERN ROCKIES FCU NO FUNDS AVAILABLE	Public
<input type="checkbox"/>	N/A (Details)	09/18/2012 12:31 AM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Writ of Garn - Exempt w/Levy - Issued	Issued - Garn (Writ of Garnishment with Notice of Exemption and Pending Levy)	Public

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security		
<input type="checkbox"/>	N/A (Details)	09/17/2012 4:04 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Writ of Garn - Exempt w/Levy - Proposed	Writ of Garnishment with Notice of Exemption and Pending Levy	Public
<input type="checkbox"/>	N/A (Details)	04/26/2012 12:46 AM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Writ of Garn - Exempt w/Levy - Answer	Western Rockies FCU no funds available	Public
<input type="checkbox"/>	N/A (Details)	04/11/2012 5:55 PM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Writ of Garn - Exempt w/Levy - Issued	Issued - Garn (Writ of Garnishment with Notice of Exemption and Pending Levy)	Public
<input type="checkbox"/>	N/A (Details)	04/06/2012 5:54 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Writ of Garn - Exempt w/Levy - Proposed	Writ of Garnishment with Notice of Exemption and Pending Levy	Public
<input type="checkbox"/>	N/A (Details)	04/03/2012 11:23 AM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Filing Other	Check number 366888 \$74.39 from Western Rockies FCU Mailed to David Bauer atty for creditor	Public
<input type="checkbox"/>	N/A (Details)	03/26/2012 5:44 PM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Order	Granted (Garnishee Order to Pay Money to the Court in the amount of \$74.39)	Public
<input type="checkbox"/>	N/A (Details)	03/26/2012 2:24 PM	Firm Suspense Account	Mesa County	N/A	<input type="checkbox"/>	Accepted without Docketing	Garnishee Order to Pay Money to the Court in the amount of \$74.39	Public
<input type="checkbox"/>	N/A (Details)	03/26/2012 2:24 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Filing Other	Answers from the bank for Writ of Garnishment with Notice of Exemption and Pending Levy attached	Public
<input type="checkbox"/>	N/A (Details)	03/26/2012 2:24 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Return of Service	Return of Service for Writ of Garnishment with Notice of Exemption and Pending Levy served to Randy Sheley on 03/05/12	Public
<input type="checkbox"/>	N/A (Details)	03/26/2012 2:24 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Return of Service	Return of Service for Writ of Garnishment with Notice of Exemption and Pending Levy for Western Rockies Federal Credit Union served to Tina Chavez for the corporation on 07/18/11	Public
<input type="checkbox"/>	N/A (Details)	10/21/2011 5:27 PM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Writ of Garn - Exempt w/Levy - Answer	Western Rockies FCU holding \$223.38	Public

Case History

☐

Filed by Plaintiff

Case Number: 2011C004290

Division: 8

☐

Filed by Defendant

Case Type: Money

Judicial Officer: Gretchen Buck Larson

☐

Filed by Court

Case Caption: Capital One Bank Usa Na v. Sheley, Suzanne M et al

Court Location: Mesa County

Download

Show 20 21 - 37 of 37

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security		
<input type="checkbox"/>	N/A (Details)	10/11/2011 4:14 PM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Writ of Garn - Exempt w/Levy - Issued	Issued - Garn (Writ of Garnishment with Notice of Exemption and Pending Levy)	Public
<input type="checkbox"/>	N/A (Details)	10/10/2011 12:41 AM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Writ of Garn - Exempt w/Levy - Proposed	Writ of Garnishment with Notice of Exemption and Pending Levy	Public
<input type="checkbox"/>	N/A (Details)	07/19/2011 12:35 AM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Writ of Garn - Exempt w/Levy - Answer	Western Rockies F.C.U. holding \$74.39	Public
<input type="checkbox"/>	N/A (Details)	07/06/2011 11:32 AM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Writ of Garn - Exempt w/Levy - Issued	Issued - Garn (Writ of Garnishment with Notice of Exemption and Pending Levy)	Public
<input type="checkbox"/>	N/A (Details)	07/05/2011 1:52 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Writ of Garn - Exempt w/Levy - Proposed	Writ of Garnishment with Notice of Exemption and Pending Levy	Public
<input type="checkbox"/>	N/A (Details)	06/02/2011 10:46 AM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Notice	TRANSCRIPT OF JUDGMENT	Public
<input type="checkbox"/>	N/A (Details)	05/31/2011 3:10 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Letter	Letter Requesting transcript of Judgment	Public
<input type="checkbox"/>	N/A (Details)	03/09/2011 7:46 PM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Order	Granted-MODJ (Order of Judgment)	Public
	N/A	03/08/2011	N/A	N/A	N/A		Case Closed	N/A	
<input type="checkbox"/>	N/A (Details)	03/07/2011 8:06 PM	Firm Suspense Account	Mesa County	N/A	<input type="checkbox"/>	Accepted without Docketing	Order of Judgment	Public
<input type="checkbox"/>	N/A (Details)	03/07/2011 8:06 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Affidavit	Affidavit with attached DMDC printout	Public
<input type="checkbox"/>	N/A (Details)	03/07/2011 8:06 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Affidavit	Affidavit Regarding Attorney Fees	Public
<input type="checkbox"/>	N/A (Details)	03/07/2011 8:06 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Motion for Default Judgment	Motion for Entry of Default Judgment	Public
<input type="checkbox"/>	N/A (Details)	01/25/2011 4:09 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Return of Service	Personally served to def on January 18 2011 at 477 30 rd grand jct co	Public
<input type="checkbox"/>	N/A (Details)	01/25/2011 4:09 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Return of Service	Substituted serve to randy sheley husband on January 18 2011 at 477 30 rd grand jct co	Public
<input type="checkbox"/>	N/A (Details)	01/25/2011 4:09 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Filing Other	Exhibits A-B Statement and Agreement	Public

10/28/22, 10:25 AM

Colorado Courts E-Filing

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security		
<input type="checkbox"/>	N/A (Details)	01/25/2011 4 09 PM	N/A	N/A	Capital One Bank Usa Na	<input type="checkbox"/>	Summons and Complaint	RDOS 02/03/11 @ 8:30 a.m.	Public
									21 - 37 of 37

COUNTY COURT, MESA COUNTY, COLORADO 125 N SPRUCE P.O. BOX 20000-5030 GRAND JUNCTION, CO 81502		
Plaintiff: CAPITAL ONE BANK (USA), N.A.	DATE FILED: January 25, 2011 4:09 PM	FILED Document - County Court
vs.	CASE NUMBER: 2011CA490	CO Mesa County Court 21st JD
Defendant: SUZANNE M. SHELEY and RANDY SHELEY	Filing Date: Jan 25 2011 2:09PM MST	Review Clerk: Court Clerk Only
David A. Bauer, #7576 David A. Bauer, P.C. File #10-14330-0 2594 South Lewis Way, Suite A Lakewood, Colorado 80227 Phone: 303-986-1200 Fax: 303-988-8913	Case Number:	Division:
SUMMONS		

To the above named Defendant(s): Take notice that

1. On 2/03/11 at 8:30 a.m., in the MESA COUNTY Court, if an answer is not filed, the Court may be asked to enter judgment against you as set forth in the complaint.
2. A copy of the complaint against you and an answer form which you must use if you file an answer are attached.
3. If you do not agree with the complaint, then you must either:
 - a. Go to the Court, located at 125 N SPRUCE P.O. BOX 20000-5030, GRAND JUNCTION, CO 81502, at the above date and time and file the answer stating any legal reason you have why judgment should not be entered against you, OR
 - b. File the answer with the Court before that date and time.
4. When you file your answer, you must pay a filing fee to the Clerk of the Court.
5. If you file an answer, you must give or mail a copy to the Plaintiff(s) or the attorney who signed the complaint.
6. If you do not file an answer, then the Court may enter a default judgment against you for the relief requested in the complaint.
7. If you want a jury trial, you must ask for one in the answer and pay a jury fee in addition to the filing fee.
8. If you want to file an answer or request a jury trial and you are indigent, you must appear at the above date and time, fill out a financial affidavit, and ask the Court to waive the fee.

Dated at Lakewood, Colorado on January 5, 2011.

CLERK OF COURT

~~DAVID A. BAUER, P.C.~~

by _____
Deputy Clerk of Court

~~for David A. Bauer~~
~~Attorney for Plaintiff~~

Address of Plaintiff:

This summons is issued pursuant to Rule 303, Rules of County Court Civil Procedure, as amended. A copy of the complaint together with a blank answer form must be served with this summons. This form should not be used where service by publication is desired.

To the clerk: If this summons is issued by the Clerk of the Court, the signature block for the clerk, deputy and the seal of the court should be provided by stamp, or typewriter, in the space to the left of the attorney's name.

WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

DAVID A. BAUER, P.C. IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

COUNTY COURT, MESA COUNTY, COLORADO 125 N SPRUCE P.O. BOX 20000-5030 GRAND JUNCTION, CO 81502		Court Use Only
Plaintiff: CAPITAL ONE BANK (USA), N.A. vs. Defendant: SUZANNE M. SHELEY and RANDY SHELEY		
David A. Bauer, #7576 David A. Bauer, P.C. 2594 South Lewis Way, Suite A Lakewood, Colorado 80227 File #10-14330-0 Phone: 303-986-1200 Fax: 303-988-8913		
COMPLAINT		Case Number: Division:

COMES NOW the Plaintiff, by and through counsel, DAVID A. BAUER, P.C., and herewith alleges the following and seeks redress under the Claims for Relief as hereafter delineated.

FIRST CLAIM FOR RELIEF

1. The last known address of the Defendant(s), SUZANNE M. SHELEY and RANDY SHELEY, is 477 30 Road, Grand Junction, Colorado 81504-8636.

2. The Defendant(s), SUZANNE M. SHELEY and RANDY SHELEY, (hereinafter referred to as "Defendant(s)"), opened a credit card account with the Plaintiff, CAPITAL ONE BANK (USA), N.A., (hereinafter referred to as "Plaintiff"), for a revolving line of credit to be extended. Said account is known as [REDACTED] 1509.

3. Under the terms of the use of the credit card, Defendant(s) agreed to make monthly payments according to the terms supplied until changed by the Plaintiff.

4. Defendant(s) has/have failed to make the monthly payments required and said account currently has a balance due of \$6,851.03 plus late fees/delinquency charges and/or interest thereon at a rate of not less than 8.990% or not less than 8% as provided by statute.

5. A copy of the pertinent contractual document(s) and evidence of the account balance are attached hereto.

6. As a result of the failure of Defendant(s) to make the payments required, the Plaintiff has requested payment of all of the account balance.

7. Despite demands from the Plaintiff, Defendant(s) has/have failed and refused to pay the amount due and does/do presently fail and refuse to pay the amount due.

8. Upon default, all costs and reasonable attorney fees may be assessed. Accordingly, Plaintiff requests an award of costs and attorney fees in amounts as determined by the Court.

9. Defendant(s) owes the Plaintiff the balance due of \$6,851.03; plus late fees/delinquency charges and/or interest at a rate of not less than 8.990% in the amount of not less than \$337.45; plus attorney fees in an amount to be determined by the Court; and all other costs of collection.

10. The Plaintiff has performed all of its obligations precedent to its right to recover the amounts due.

11. Venue is proper in this County pursuant to Rule 398, Place of Trial, C.R.C.C.P. as amended, as Defendant(s) SUZANNE M. SHELEY and RANDY SHELEY reside(s) within this County of MESA COUNTY, State of Colorado, at the commencement of this action.

12. The amount claimed herein does not exceed the jurisdiction of the court, inclusive of interests, costs, witness fees, and attorney fees.

13. To the best of the knowledge and belief of the Plaintiff, the Defendant(s) is/are not in the military service of the United States, as Defendant(s) is/are engaged in civilian pursuits; Defendant(s) is/are not an officer of or any agency of the State of Colorado; Defendant(s) is/are not a corporation, nor is/are Defendant(s) a minor nor incapacitated person.

14. A jury trial is not demanded.

SECOND CLAIM FOR RELIEF

15. The Plaintiff incorporates the First Claim for Relief as if the same were set forth herein verbatim.

16. Defendant(s) would be unjustly enriched if allowed to retain the money advanced by use of the credit card account without making repayment of the same as promised and agreed.

WHEREFORE, the Plaintiff, CAPITAL ONE BANK (USA), N.A., prays for judgment against the Defendant(s), SUZANNE M. SHELEY and RANDY SHELEY, jointly and severally, as set forth in the Claims for Relief as hereinabove set forth, for accrued interest at the contract rate or, alternatively, not less than 8% per annum as provided by statute; and for attorney fees in an amount to be determined by the Court; for costs of collection, including but not limited to filing fees, service of process fees, witness fees and expert witness fees; and for such other and further relief as the Court may deem proper in the premises.

WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

Respectfully submitted,
DAVID A. BAUER, P.C.

By David A. Bauer
David A. Bauer, No. 7576
Attorney for Plaintiff

Plaintiff's address:

DAVID A. BAUER, P.C. IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

COUNTY COURT, MESA COUNTY, COLORADO
Court Address:
125 N Spruce St.
P.O. Box 20,000-5030
Grand Junction, CO 81502-5030

FILED Document - County Court
DATE FILED: June 2, 2011 10:46 AM
CO Mesa County County Court 21st JB
CASE NUMBER: 2011C-004290
Filing Date: Jun 2 2011 8:46 AM MDT
Case Number: 11C -004290
Rev. Clerk N/A

Plaintiff: CAPITAL ONE BANK USA NA

Defendant: SHELEY, SUZANNE M. et al

TRANSCRIPT OF JUDGMENT

Original Judgment Amount: \$7,802.03 Judgment Date: March 08, 2011
Revived Judgment Amount: \$.00 Judgment Date:
Judgment Status: UNSATISFIED

Additional Remarks:
INT 8% NPT 2-3-11

Debtor(s): SUZANNE M SHELEY
RANDY SHELEY

Creditor(s): CAPITAL ONE BANK USA NA

Balance of Judgment to Date: \$7,802.03

I hereby certify that the above is a true and complete transcript of the judgment in the above-referenced case which is retained in my office.

DATE: June 01, 2011

BY 
Deputy Clerk

Sandra L. Casselberry
Clerk of Court
COUNTY COURT, MESA COUNTY



Case #2011C000451

We, Randall Glenn Sheley and Suzanne Marie Sheley had this case with our mortgage company that was dismissed. We were able to obtain the Courts E-Filing on the Case History. Our reason for not having put it on our application is that we negligently didn't run a records search on ourselves prior to filling out this section of the application. We mistakenly assumed that the City of Grand Junction needed the same background history on us as the State of Colorado and the Town of De Beque for the marijuana sales licenses we currently hold in De Beque, Co. The omission was unintentional, and we want to disclose everything there is about us. We are extremely sorry for having omitted this from our application.

Sincerely,

Randall Glenn Sheley and

Suzanne Marie Sheley

Elk Mountain Trading Post LLC



#7

Case History

☐

Filed by Plaintiff

Case Number: 2011C000451

Division: 2

☐

Filed by Defendant

Case Type: Forcible Entry and Detainer

Judicial Officer: Bruce Raabum

☐

Filed by Court

Case Caption: Deutsche Bank National Trust Company As v. Sheley, Rancy et al

Court Location: Mesa County

Download								Show 20 1 - 20 of 23	
Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security		
<input type="checkbox"/>	N/A (Details)	03/29/2011 11:02 AM	Bruce Raabum	Mesa County	N/A	<input type="checkbox"/>	Order	Denied (Proposed Order for Default Judgment for Possession)	Public
<input type="checkbox"/>	N/A (Details)	03/29/2011 10:51 AM	Bruce Raabum	Mesa County	N/A	<input type="checkbox"/>	Order	Granted (Proposed Order to Dismiss)	Public
<input type="checkbox"/>	N/A (Details)	03/29/2011	Bruce Raabum	Mesa County	N/A	<input type="checkbox"/>	Dismissed without Prejudice	Dismissed without Prejudice	Public
<input type="checkbox"/>	N/A (Details)	03/29/2011	N/A	N/A	N/A	<input type="checkbox"/>	Case Closed	N/A	
<input type="checkbox"/>	N/A (Details)	03/28/2011 2:47 PM	Firm Suspense Account	Mesa County	N/A	<input type="checkbox"/>	Accepted without Docketing	Proposed Order to Dismiss	Public
<input type="checkbox"/>	N/A (Details)	03/28/2011 2:47 PM	N/A	N/A	Deutsche Bank National Trust Company As	<input type="checkbox"/>	Motion	Motion to dismiss	Public
<input type="checkbox"/>	N/A (Details)	03/28/2011 10:01 AM	Bruce Raabum	Mesa County	N/A	<input type="checkbox"/>	Order	Denied (Proposed Order for Telephonic Appearance)	Public
<input type="checkbox"/>	N/A (Details)	03/24/2011 1:27 PM	Firm Suspense Account	Mesa County	N/A	<input type="checkbox"/>	Accepted without Docketing	Proposed Order for Telephonic Appearance	Public
<input type="checkbox"/>	N/A (Details)	03/24/2011 1:27 PM	N/A	N/A	Deutsche Bank National Trust Company As	<input type="checkbox"/>	Motion	Motion for Telephonic Appearance	Public
<input type="checkbox"/>	N/A (Details)	03/24/2011 1:27 PM	N/A	N/A	Deutsche Bank National Trust Company As	<input type="checkbox"/>	Notice of Hearing	Notice of Hearing	Public
<input type="checkbox"/>	N/A (Details)	03/23/2011 10:00 AM	Firm Suspense Account	Mesa County	N/A	<input type="checkbox"/>	Accepted without Docketing	Proposed Order for Default Judgment for Possession	Public
<input type="checkbox"/>	N/A (Details)	03/23/2011 10:00 AM	N/A	N/A	Deutsche Bank National Trust Company As	<input type="checkbox"/>	Motion	Motion for Default Judgment for Possession	Public
<input type="checkbox"/>	N/A (Details)	03/22/2011	N/A	N/A	Rancy Sheley, Suzanne Sheley	<input type="checkbox"/>	Answer	Answer	Public
<input type="checkbox"/>	N/A (Details)	03/22/2011	N/A	N/A	N/A	<input type="checkbox"/>	Motion to Proceed in Forma Pauperis	N/A	
<input type="checkbox"/>	N/A (Details)	03/17/2011 9:43 PM	N/A	N/A	Deutsche Bank National Trust Company As	<input type="checkbox"/>	Return of Service	Return of Service: Summons and Complaint was mailed via 1st class U.S. Mail addressed to the each party named and any or all occupants	Public
<input type="checkbox"/>	N/A (Details)	03/17/2011 9:43 PM	N/A	N/A	Deutsche Bank National Trust Company As	<input type="checkbox"/>	Return of Service	Return of Service: Summons and Complaint was served to the Defendant(s) and any or all occupants	Public

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security		
<input type="checkbox"/>	N/A (Details)	03/17/2011 9:43 PM	N/A	N/A	Deutsche Bank National Trust Company As	<input type="checkbox"/>	Affidavit	Affidavit of Service for Demand for Possession	Public
<input type="checkbox"/>	N/A (Details)	03/16/2011 9:23 AM	Bruce Raam	Mesa County	N/A	<input type="checkbox"/>	Order	Granted (Proposed Order for Telephonic Appearance)	Public
<input type="checkbox"/>	N/A (Details)	03/14/2011 10:10 PM	Firm Suspense Account	Mesa County	N/A	<input type="checkbox"/>	Accepted without Docketing	Proposed Order for Telephonic Appearance	Public
<input type="checkbox"/>	N/A (Details)	03/14/2011 10:10 PM	N/A	N/A	Deutsche Bank National Trust Company As	<input type="checkbox"/>	Motion	Motion for Telephonic Appearance	Public

1 - 20 of 23

Case History

☐
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Filed by Plaintiff

Filed by Defendant

Filed by Court

Case Number: 2011C000451

Division: 2

Case Type: Forcible Entry and Detainer

Judicial Officer: Bruce Raum

Case Caption: Deutsche Bank National Trust Company As v. Sheley,
Rancy et al

Court Location: Mesa County

Download								Show 20		21 - 23 of 23	
Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security				
<input type="checkbox"/>	N/A (Details)	03/14/2011 10:10 PM	N/A	N/A	Deutsche Bank National Trust Company As	<input type="checkbox"/>	Filing Other	Exhibit B - Demand for Possession		Public	
<input type="checkbox"/>	N/A (Details)	03/14/2011 10:10 PM	N/A	N/A	Deutsche Bank National Trust Company As	<input type="checkbox"/>	Filing Other	Exhibit A - Public Trustee's Certificate of Purchase		Public	
<input type="checkbox"/>	N/A (Details)	03/14/2011 10:10 PM	N/A	N/A	Deutsche Bank National Trust Company As	<input type="checkbox"/>	Summons and Complaint	Plaintiff Deutsche Bank National Trust Company as Trustee Summons and Complaint		Public	
21 - 23 of 23											

COUNTY COURT, MESA COUNTY, COLORADO Court Address: 125 North Spruce, Grand Junction, CO 81505	FILED Document - County Court DATE FILED: March 14, 2011 10:10 PM COUNTY: Mesa County, Colorado CASE NUMBER: 2011CAS11 Filing Date: Mar 14 2011 8:10PM MDT Filing ID: 36469614 Review Clerk: Gayle Ornon
Plaintiff(s): DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR NOVASTAR MORTGAGE FUNDING TRUST, SERIES 2007-2,	▲ COURT USE ONLY ▲
Defendant(s): RANCY SHELEY AND SUZANNE SHELEY AND ANY OR ALL OCCUPANTS, 477 30 Road, Grand Junction, CO 81504	
Attorney or Party Without Attorney: Name: Joan Olson, Attorney #028078 Address: 1199 Bannock Street Denver, Colorado 80204 Phone Number: (303) 813-1177 Fax Number: (303) 813-1107 E-mail: evictions@amlawco.com	Case Number: _____ Div.: Ctrm:
SUMMONS IN FORCIBLE ENTRY AND UNLAWFUL DETAINER	

TO THE ABOVE-NAMED DEFENDANTS: TAKE NOTICE THAT

1. On March 23, 2011 at 08:30 AM, in the Mesa County Court, Colorado, the court may be asked to enter judgment against you as set forth in the complaint.
2. A copy of the complaint against you and an answer form which you must use if you file an answer are attached.
3. If you do not agree with the complaint, then you must either:
 - a. Go to the court, located at 125 North Spruce, Grand Junction, CO 81505 at the above date and time and file the answer stating any legal reason you have why judgment should not be entered against you, or
 - b. File the answer with the court before that date and time.
4. When you file your answer, you must pay a filing fee to the Clerk of the Court.
5. If you file an answer, you must give or mail a copy to the Plaintiff or the attorney who signed the complaint.

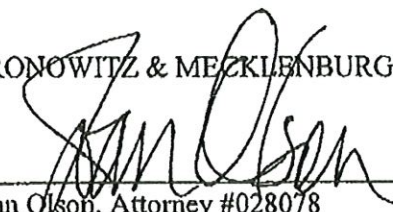
6. If you do not file with the court, at or before the time for appearance specified in this summons, an answer to the complaint set forth the grounds upon which you base your claim for possession and denying or admitting all of the material allegations of the complaint, judgment by default may be taken against you for the possession of the property described in the complaint, for the rent, if any, due or to become due, for present and future damages and costs, and for any other relief to which the Plaintiff is entitled.

7. If you want a jury trial, you must ask for one in the answer and pay a jury fee in addition to the filing fee.

8. If you want to file an answer or request a jury trial and you are indigent, you must appear at the above date and time, fill out a financial affidavit, and ask the court to waive the fee.

DATED: March 14, 2011

ARONOWITZ & MEZKLENBURG, LLP


Joan Olson, Attorney #028078

This summons is issued pursuant to Rule 303, Rules of County Court Civil Procedure, as amended, and § 13-40-111, C.R.S. A copy of the complaint must be served with this summons. This form should be used only for actions filed under Colorado's Forcible Entry and Detainer Act.

To the Clerk: If this summons is issued by the Clerk of the Court, the signature block for the clerk, deputy and seal of the court should be provided by stamp, or typewriter, in the space to the left of the attorney's name.

WARNING: ALL FEES ARE NON-REFUNDABLE, IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

<p>COUNTY COURT, MESA COUNTY, COLORADO Court Address: 125 North Spruce, Grand Junction, CO 81505</p> <hr/> <p>Plaintiff(s): DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR NOVASTAR MORTGAGE FUNDING TRUST, SERIES 2007-2</p> <p>Defendant(s): RANCY SHELEY AND SUZANNE SHELEY AND ANY OR ALL OCCUPANTS, 477 30 Road, Grand Junction, CO 81504</p> <hr/> <p>Attorney or Party Without Attorney: Name: Joan Olson, Attorney #028078 Address: 11199 Bannock Street Denver, Colorado 80204 Phone Number: (303) 813-1177 Fax Number: (303) 813-1107 E-mail: evictions@amlawco.com</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> <p>Case Number: _____</p> <p>Div.: _____ Ctrm: _____</p>
VERIFIED COMPLAINT (UNLAWFUL DETAINER)	

PLAINTIFF, Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2007-2, and through its attorney, of Aronowitz & Mecklenburg, LLP, for its verified Complaint against Defendants, states as follows:

1. That Plaintiff is the owner, or the agent of the owner, of the premises by virtue of Mesa County Public Trustee foreclosure number 2010-0437, in which there has been no redemption and the time to redeem as set forth in C.R.S. §38-38-302 has expired and Plaintiff has acquired legal title to the property in the county and state in which this Complaint is filed, as evidenced by the Public Trustee's Certificate of Purchase. A copy of said Certificate is attached hereto and incorporated herein by reference as **Exhibit A**. The property is legally described as:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

and also known as: 477 30 Road, Grand Junction, CO 81504 .

2. Defendant(s) are in possession and occupancy of said premises.
3. Defendant(s) possession and occupancy constitutes an unlawful detention pursuant to Colo. Rev. Stat. §13-40-104(1)(f)(2007) because the property has been duly sold under a power of sale, contained in a Deed of Trust that was executed by the

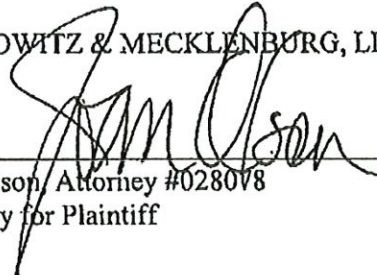
Defendant(s), and title under such sale has been duly perfected as the Plaintiff was the purchaser at the sale and has demanded possession.

4. A Demand for Possession was served upon the Defendants on March 02, 2011. A copy of said Notice is attached hereto and incorporated herein by reference as **Exhibit B**.
5. That Defendants unlawfully, wrongfully and without force hold possession of the premises contrary to the rights of Plaintiff to possession of the property.
6. That Defendants are or will be indebted to Plaintiff in an amount as yet undetermined for rents and damages to the premises.

WHEREFORE, Plaintiff prays for recovery of possession of said premises, damages, costs and other relief to which Plaintiff may be entitled.

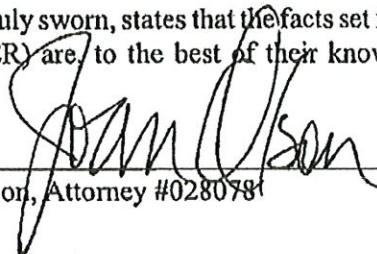
DATED: March 14, 2011

ARONOWITZ & MECKLENBURG, LLP

By: 
Joan Olson, Attorney #028078
Attorney for Plaintiff

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The undersigned, on behalf of Plaintiff, being duly sworn, states that the facts set forth in this VERIFIED COMPLAINT (UNLAWFUL DETAINER) are, to the best of their knowledge and belief, true.


Joan Olson, Attorney #028078

The foregoing instrument was subscribed and sworn to before me on March 14, 2011, by the attorney named above, as the Attorney for Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2007-2.

WITNESS my hand and official seal.
My commission expires:



Notary Public



My Commission Expires Dec 8, 2017

COUNTY COURT, MESA COUNTY, COLORADO
Court Address: 125 North Spruce, Grand Junction, CO
81505

Plaintiff(s):
DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE FOR NOVASTAR MORTGAGE
FUNDING TRUST, SERIES 2007-2

Defendant(s):
RANCY SHELEY AND SUZANNE SHELEY AND
ANY OR ALL OCCUPANTS,
477 30 Road, Grand Junction, CO 81504

Attorney or Party Without Attorney:

Name:

Address:

Phone Number:

Fax Number:

E-mail:

FILED IN CASE NO. 11C451
DATE FILED: March 22, 2011
CASE NUMBER: 2011C451
MAR 22 2011
MFS

▲ COURT USE ONLY ▲

Case Number:

11C451

Div.:

Ctrm:

ANSWER UNDER SIMPLIFIED CIVIL PROCEDURE

The Defendant(s) Randy Sheley and Suzanne Sheley, answer(s) the complaint as follows:

1. The amount of damages claimed to be due to the Plaintiff by the Complaint in this action is not due and owing for the following reasons:

or

IFP

the personal property claimed by the Plaintiff should not be ordered to be turned over for the following reasons:

Plaintiff is a predatory loan company and we are in possession of documents proving so which need to be presented to the court. Examples are Mortgage Audit stating 3 Federal violations on our loan, signed paperwork stating we are in the HAFA program whereas they did not abide by the current contract, also but not limited to evidence from plaintiff stating we must list our home for sale at 223,000.

or
Far under the bid at this foreclosure whereas we were in the HAFA program meaning they were to abide by the guidelines of the HAFA program buying our house back from us if it did not sell for the price we owed on our mortgage through an automatic short sale not a foreclosure. Furthermore the program states we were to receive relocation money in the sum of 3200. We have been in the program since OCTOBER 2010 without being able to contact our mortgage company. Again, we have numerous evidence to support they, the plaintiff violated HAFA

the injunctive relief requested by the Plaintiff should not be allowed for the following reasons:

2. (If Applicable) the Defendant(s) RANDY SHELEY AND SUZANNE SHELEY assert(s) the following counterclaim(s) or setoff(s) against the Plaintiff:

That the court require Plaintiff to abide by the HAFA program guidelines according to Federal Law and short sale our home for the difference of 153,388.74 minus 3200 relocating expense according to the HAFA Program guidelines and rules set forth in signed paperwork in our possession by both plaintiff and us.

3. (If applicable) the Defendant(s) _____, assert(s) the following cross claim(s) against _____, named Defendant(s) (you are limited to the jurisdiction of the court):

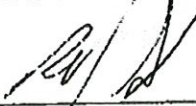
4. If a counterclaim is asserted above, you must check one of the following statements:

- ☐ The amount of the counterclaim does not exceed the jurisdiction of the court (County Court filing fee required).
- ☒ The amount of the counterclaim exceeds the jurisdiction of the court, but I wish to limit my recovery to the jurisdiction of the court (County Court filing fee required).
- ☐ The amount of the counterclaim exceeds the jurisdiction of the court, and I wish the case transferred to the District Court (District Court filing fee required).

5. The Defendant(s) ___ do/ ☒ do not demand trial by jury (if demand is made, a jury fee must be paid).

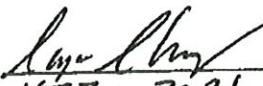
WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

Note: All Defendants filing this answer must sign unless the answer is signed by an attorney.



Defendant's Signature

Attorney's Signature (if applicable) (print
registration number, address and telephone
number)



477 30 Rd. C.T. Co. 81504
Defendant's Address

970-242-2106
Defendant's Telephone Number

CERTIFICATE OF MAILING

The undersigned hereby certifies that a true and correct copy of the foregoing ANSWER UNDER SIMPLIFIED CIVIL PROCEDURE was placed in the United States mail, first-class postage prepaid and properly addressed to the following this 22 day of March, 2011:

Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust,
Series 2007-2

c/o Aronowitz & Mecklenburg, LLP
1199 Bannock Street
Denver, Colorado 80204





GRANTED

The moving party is hereby **ORDERED** to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.

Bruce R. Raaum
County Court Judge

DATE OF ORDER INDICATED ON ATTACHMENT

COUNTY COURT, MESA COUNTY, COLORADO
Court Address: 125 North Spruce, Grand Junction, CO 81505

Plaintiff(s):

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE FOR NOVASTAR MORTGAGE
FUNDING TRUST, SERIES 2007-2

Defendant(s):

RANCY SHELEY AND SUZANNE SHELEY AND
ANY OR ALL OCCUPANTS,
477 30 Road, Grand Junction, CO 81504

Attorney or Party Without Attorney:

Name: Joan Olson, Attorney #028078

Address: 1199 Bannock Street
Denver, Colorado 80204

Phone Number: (303) 813-1177

Fax Number: (303) 813-1107

E-mail: evictions@amlawco.com

FILED Document - County Court
DATE FILED: March 29, 2011 10:57 AM
CASE NUMBER: 2011C451
Filing ID: 36729723
Review Clerk: Velvet Johnson

▲ COURT USE ONLY ▲

Case Number:
2011C451

Div.: Ctrm:

ORDER

IT IS SO ORDERED that the above matter be dismissed without prejudice this ____ day of _____, 20____.

BY THE COURT:

County Court Judge

Rancy Sheley and Suzanne Sheley
1829.00302

Case Type: Money

Case # 2011C005747

Suzanne Marie Sheley was a debtor for 13,999.58 to her credit card for failure to make payments. This became part of the debts charged off on our bankruptcy filing. We were able to obtain the Courts E-Filing on the Case History. Our reason for not having put it on our application is that we negligently didn't run a records search on ourselves prior to filling out this section of the application. We mistakenly assumed that the City of Grand Junction needed the same background history on us as the State of Colorado and the Town of De Beque for the marijuana sales licenses we currently hold in De Beque, Co. The omission was unintentional, and we want to disclose everything there is about us. We are extremely sorry for having omitted this from our application.

Sincerely,

Randall Glenn Sheley and

Suzanne Marie Sheley

Elk Mountain Trading Post LLC



#8

Case History

☐

Filed by Plaintiff

Case Number: 2011C005747

Division: 1

☐

Filed by Defendant

Case Type: Money

Judicial Officer: Craig Peter Henderson

☐

Filed by Court

Case Caption: Discover Bank v. Sheley, Suzanne Marie

Court Location: Mesa County

Download

Show 20 21 - 28 of 28

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security		
<input type="checkbox"/>	N/A (Details)	08/10/2011 5:01 PM	Craig Peter Henderson	Mesa County	N/A	<input type="checkbox"/>	Order	Granted (Order for Non Dismissal-791541)	Public
<input type="checkbox"/>	N/A (Details)	08/08/2011 8:26 PM	Firm Suspense Account	Mesa County	N/A	<input type="checkbox"/>	Accepted without Docketing	Order for Non Dismissal-791541	Public
<input type="checkbox"/>	N/A (Details)	08/08/2011 8:26 PM	N/A	N/A	Discover Bank	<input type="checkbox"/>	Motion	Motion for Non Dismissal-791540	Public
<input type="checkbox"/>	N/A (Details)	07/13/2011 5:15 PM	Craig Peter Henderson	Mesa County	N/A	<input type="checkbox"/>	Notice of Dismissal - Failure to Prosecute	NDP	Public
	N/A	07/13/2011	N/A	N/A	N/A		Notice of Dismissal - Failure to Prosecute	N/A	
<input type="checkbox"/>	N/A (Details)	04/20/2011 5:28 PM	N/A	N/A	Discover Bank	<input type="checkbox"/>	Return of Service	Return of Service-713772	Public
<input type="checkbox"/>	N/A (Details)	04/20/2011 5:28 PM	N/A	N/A	Discover Bank	<input type="checkbox"/>	Filing Other	Exhibit-713771	Converted Private
<input type="checkbox"/>	N/A (Details)	04/20/2011 5:28 PM	N/A	N/A	Discover Bank	<input type="checkbox"/>	Summons and Complaint	ROOS 06/07/11 @ 8:30 a.m.	Converted Private

21 - 28 of 28



GRANTED

The moving party is hereby **ORDERED** to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.

Craig P. Henderson
County Court Judge

DATE OF ORDER INDICATED ON ATTACHMENT

Phone Number: 970/257-3640

Plaintiff(s):
DISCOVER BANK

Defendant(s):
SUZANNE MARIE SHELEY aka SUZANNE M SHELBY

FILED Document - County Court
DATE FILED: August 10, 2011 5:01 PM
CLERK: Jackson County - County Court 21st JD
CASE NUMBER: 11C5747
Filing ID: 39219800
Review Clerk: Kaylene Guymon

▲ COURT USE ONLY ▲

Case No. 11C5747
Div.:
Ctm.:

ORDER FOR NON-DISMISSAL

THIS MATTER COMING ON BEFORE THE COURT upon Plaintiff's Motion for Non-Dismissal and the Court being properly advised in the premises **NOW THEREFORE**

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the within matter **SHALL NOT BE DISMISSED** on AUGUST 12, 2011.

DATED: _____

BY THE COURT

COUNTY COURT JUDGE

ET033080

This document constitutes a ruling of the court and should be treated as such.

/s/ Judge Craig P Henderson

Case Type: Money

Case # 2012C007014

Suzanne Marie Sheley was a debtor for \$1388.42 for failure to make payments on her credit card. This became part of the debts charged off on our bankruptcy filing. We were able to obtain the Courts E-Filing on the Case History. Our reason for not having put it on our application is that we negligently didn't run a records search on ourselves prior to filling out this section of the application. We mistakenly assumed that the City of Grand Junction needed the same background history on us as the State of Colorado and the Town of De Beque for the marijuana sales licenses we currently hold in De Beque, Co. The omission was unintentional, and we want to disclose everything there is about us. We are extremely sorry for having omitted this from our application.

Sincerely,

Randall Glenn Sheley and

Suzanne Marie Sheley

Elk Mountain Trading Post LLC



#9

Case History

☐
☐
☐

Filed by Plaintiff
 Filed by Defendant
 Filed by Court

Case Number: 2012C007014

Division: 8

Case Type: Money
 Case Caption: Portfolio Recovery Associates LLC v. Sheley, Suzanne
 M

Judicial Officer: Gretchen Buck Larson
 Court Location: Mesa County

Download								Show 20 1 - 8 of 8	
Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security		
<input type="checkbox"/>	N/A (Details)	10/25/2012 6:10 PM	N/A	N/A	Portfolio Recovery Associates LLC	<input type="checkbox"/>	Affidavit	Verified Affidavit -1074317	Public
<input type="checkbox"/>	N/A (Details)	10/23/2012 5:17 PM	Gretchen Buck Larson	Mesa County	N/A	<input type="checkbox"/>	Order	Granted-MODJ (Order for Default Judgment -1071841)	Public
<input type="checkbox"/>	N/A (Details)	10/23/2012 3:08 PM	Firm Suspense Account	Mesa County	N/A	<input type="checkbox"/>	Accepted without Docketing	Order for Default Judgment -1071841	Public
<input type="checkbox"/>	N/A (Details)	10/23/2012 3:08 PM	N/A	N/A	Portfolio Recovery Associates LLC	<input type="checkbox"/>	Motion for Default Judgment	Motion for Default Judgment -1071840	Public
	N/A	10/23/2012	N/A	N/A	N/A		Case Closed	N/A	
<input type="checkbox"/>	N/A (Details)	08/20/2012 4:02 PM	N/A	N/A	Portfolio Recovery Associates LLC	<input type="checkbox"/>	Return of Service	Return of Service PERSONALLY SERVED DEFENDANT, 2012 08 14-1031706	Public
<input type="checkbox"/>	N/A (Details)	08/20/2012 4:02 PM	N/A	N/A	Portfolio Recovery Associates LLC	<input type="checkbox"/>	Filing Other	Exhibit -1031705	Public
<input type="checkbox"/>	N/A (Details)	08/20/2012 4:02 PM	N/A	N/A	Portfolio Recovery Associates LLC	<input type="checkbox"/>	Summons and Complaint	Summons and Complaint-1031707, return 10-2-12	Public

1 - 8 of 8

COUNTY COURT, MESA COUNTY, COLORADO Court Address: 125 N Spruce PO Box 20000-5030, Grand Junction CO 81501 Phone Number: 970/257-3640		
Plaintiff(s): PORTFOLIO RECOVERY ASSOCIATES LLC	Defendant(s): SUZANNE M SHELEY	FILED: Document - County Court DATE FILED: August 20, 2012 4:02 PM CASE NO. 12-0014 Filing Date: Aug 20/12 02:02PM MDT Filing ID: 45990573 Review Clerk: April L. Norwood ▲ COURT USE ONLY ▲
Attorneys for Plaintiff David N. Franklin, #10920; Jacques A. Machol, Jr, #3502 MACHOL & JOHANNES, LLC 717 17th Street, Suite 2300 Denver, CO 80202-3317 (303) 830-0075 Fax (303) 830-0047		Case No. Div.: Ctrm.:
SUMMONS		

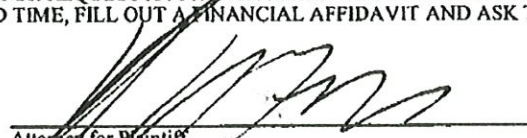
TO THE ABOVE NAMED DEFENDANT(S): TAKE NOTICE THAT

1. On, October 2, 2012 at 8:30 a.m., in the COUNTY COURT OF MESA, IF AN Answer is NOT FILED, THE COURT, MAY BE ASKED TO ENTER JUDGMENT AGAINST YOU AS SET FORTH IN THE COMPLAINT.
2. A COPY OF THE COMPLAINT AGAINST YOU AND AN ANSWER FORM WHICH YOU MUST USE IF YOU FILE AN ANSWER ARE ATTACHED.
3. IF YOU DO NOT AGREE WITH THE COMPLAINT, THEN YOU MUST EITHER:
 - A. Go to the Court, located at 125 N Spruce PO Box 20000-5030, Grand Junction CO 81501, State of Colorado at the above date and time and file the Answer stating any legal reason you have why judgment should not be entered against you, or
 - B. File the Answer with the Court before that date and time.
4. WHEN YOU FILE YOUR ANSWER, YOU MUST PAY A FILING FEE TO THE CLERK OF THE COURT.
5. IF YOU FILE AN ANSWER, YOU MUST GIVE OR MAIL A COPY TO THE PLAINTIFF OR THE ATTORNEY WHO SIGNED THE COMPLAINT.
6. IF YOU DO NOT FILE AN ANSWER THEN THE COURT MAY ENTER A DEFAULT JUDGMENT AGAINST YOU FOR THE RELIEF REQUESTED IN THE COMPLAINT.
7. IF YOU WANT A JURY TRIAL, YOU MUST ASK FOR ONE IN THE ANSWER AND PAY A JURY FEE IN ADDITION TO THE FILING FEE.
8. IF YOU WANT TO FILE AN ANSWER OR REQUEST A JURY TRIAL AND YOU ARE INDIGENT, YOU MUST APPEAR AT THE ABOVE DATE AND TIME, FILL OUT A FINANCIAL AFFIDAVIT AND ASK THE COURT TO WAIVE THE FEE.

Dated: August 1, 2012

BY THE COURT:

BY: _____


 Attorney for Plaintiff
 MACHOL & JOHANNES, LLC
 Our File No. 50264259

THIS SUMMONS IS ISSUED PURSUANT TO RULE 303, RULES OF COUNTY COURT CIVIL PROCEDURE, AS AMENDED. A COPY OF THE COMPLAINT MUST BE SERVED WITH THIS SUMMONS.

TO THE CLERK: If this Summons is issued by the Clerk of the Court, the signature block for the Clerk, deputy and the seal of the Court should be provided by stamp, or typewritten, in the space to the left of the attorney's name.

WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO THE LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.



* 5 0 2 6 4 2 5 9 *



* S U N C O M *

COUNTY COURT, MESA COUNTY, COLORADO Court Address: 125 N Spruce PO Box 20000-5030, Grand Junction CO 81501 Phone Number: 970/257-3640		▲ COURT USE ONLY ▲
Plaintiff(s): PORTFOLIO RECOVERY ASSOCIATES LLC Defendant(s): SUZANNE M SHELEY		
Attorneys for Plaintiff David N. Franklin, #10920; Jacques A. Machol, Jr, #3502 MACHOL & JOHANNES, LLC 717 17th Street, Suite 2300 Denver, CO 80202-3317 (303) 830-0075 Fax (303) 830-0047		Case No. Div.: Ctrm.:
COMPLAINT UNDER SIMPLIFIED CIVIL PROCEDURE		

The Plaintiff, by its attorneys, for its complaint against the Defendant states as follows:

1. Venue is proper as the Defendant resides within this County at 395 33 1/2 RD, PALISADE CO 81526-9513 and/or entered into a Contract within this County.
2. The amounts the Plaintiff claims from the Defendant are \$1,388.42, which represent the liquidated balance of the Defendant's credit card account owned by Plaintiff, plus interest of \$223.06, and Court costs, along with continuing interest at the rate of 8% per annum.
3. The Plaintiff's claim arises from the Defendant's failure to pay the liquidated balance due on credit card account number 5149220750030442, originally issued by CHASE BANK USA, N.A., as required by the cardholder agreement. The Plaintiff claims the right to recover from the Defendant under one or more of the following legal theories: Express Contract, Implied Contract, Quantum Meruit, Liquidated Debt arising out of a Contract, Account Stated, Unjust Enrichment, Agreed Interest or Statutory Interest.
4. The Defendant is not a minor, an incompetent, or in the military service of the United States, but is engaged in civilian pursuits.
5. The Plaintiff does not demand trial by jury.

DATED: August 1, 2012.


 MACHOL & JOHANNES, LLC
 Attorneys for Plaintiff
 Our File No. 50264259

Plaintiff's Address:
 c/o 717 17th Street, Suite 2300
 Denver, CO 80202-3317

**GRANTED – Default Judgment**

Judgment having entered, the Judgment Creditor without further motion or order from the court may serve interrogatories (written questions) upon the judgment debtors pursuant to Rule 369 of the Colorado Rules of County Court Civil Procedure.

The moving party is hereby ORDERED to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.

Charlene Benton
Mesa County Clerk of Court
DATE OF ORDER INDICATED ON ATTACHMENT

Phone _____

Plaintiff(s):

PORTFOLIO RECOVERY ASSOCIATES LLC

Defendant(s):

SUZANNE M SHELEY

FILED Document - County Court
DATE FILED: October 23, 2012 5:17 PM
CASE NUMBER: 12c7014
Filing Date: Oct 23 2012 03:17PM MDT
Filing ID: 47271843
Review Clerk: Velvet Johnson

▲ COURT USE ONLY ▲

Case No. 12c7014

Div.:

Ctrm.:

ORDER OF JUDGMENT

THIS MATTER coming on before the Court upon the Plaintiff's Motion for Judgment and the Court being properly advised and having considered venue, **NOW THEREFORE:**

IT IS HEREBY ORDERED, that the Plaintiff shall have and take of the Defendants, SUZANNE M SHELEY a Judgment as follows:

The principal sum of:	\$1,388.42
Interest at 8% in the sum of:	\$244.96
SUB-TOTAL:	\$1,633.38
Court costs:	\$147.07
TOTAL:	\$1,780.45

IT IS FURTHER ORDERED, that the Plaintiff's attorney may apply to this Court for additional reasonable attorney fees which may be incurred by the Plaintiff in the collection of the Judgment given this date. Interest which shall continue to accrue at 8% until judgment is satisfied in full.

DATED this _____ day of _____, _____.

BY THE COURT:

COUNTY JUDGE/MAGISTRATE

Case Type: Money

Case # 2012C007706

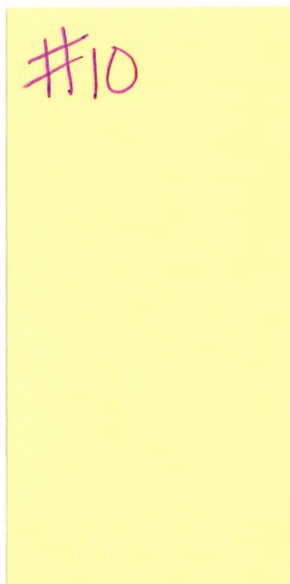
Suzanne Marie Sheley was a debtor for \$5156.33 for failure to make payments on her credit card. This became part of the debts charged off on our bankruptcy filing. We were able to obtain the Courts E-Filing on the Case History. Our reason for not having put it on our application is that we negligently didn't run a records search on ourselves prior to filling out this section of the application. We mistakenly assumed that the City of Grand Junction needed the same background history on us as the State of Colorado and the Town of De Beque for the marijuana sales licenses we currently hold in De Beque, Co. The omission was unintentional, and we want to disclose everything there is about us. We are extremely sorry for having omitted this from our application.

Sincerely,

Randall Glenn Sheley and

Suzanne Marie Sheley

Elk Mountain Trading Post LLC



Case History

☐

Filed by Plaintiff

Case Number: 2012C007706

Division: 2

☐

Filed by Defendant

Case Type: Money

Judicial Officer: Bruce Raam

☐

Filed by Court

Case Caption: Midland Funding LLC v. Sheley, Suzanne

Court Location: Mesa County

Download								Show 20 1 - 7 of 7	
Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security		
<input type="checkbox"/>	N/A (Details)	12/03/2012 12:55 AM	Bruce Raam	Mesa County	N/A	<input type="checkbox"/>	Order	Granted-MODJ (Order for default judgment)	Public
<input type="checkbox"/>	N/A (Details)	12/03/2012 12:16 AM	Firm Suspense Account	Mesa County	N/A	<input type="checkbox"/>	Accepted without Docketing	Order for default judgment	Public
<input type="checkbox"/>	N/A (Details)	12/03/2012 12:16 AM	N/A	N/A	Midland Funding LLC	<input type="checkbox"/>	Affidavit	Affidavit of balance due	Public
<input type="checkbox"/>	N/A (Details)	12/03/2012 12:16 AM	N/A	N/A	Midland Funding LLC	<input type="checkbox"/>	Motion for Default Judgment	Motion for default judgment	Public
	N/A	12/03/2012	N/A	N/A	N/A		Case Closed	N/A	
<input type="checkbox"/>	N/A (Details)	10/18/2012 11:55 AM	N/A	N/A	Midland Funding LLC	<input type="checkbox"/>	Return of Service	S&C WAS SERVED ON 10-12-2012	Public
<input type="checkbox"/>	N/A (Details)	10/18/2012 11:55 AM	N/A	N/A	Midland Funding LLC	<input type="checkbox"/>	Summons and Complaint	SUMMONS AND COMPLAINT, rds 11-27-12	Public

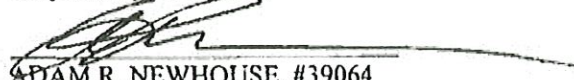
1 - 7 of 7

County Court, MESA County, Colorado Court Address: 125 NORTH SPRUCE, PO BOX 20000 GRAND JUNCTION, CO 81501		FILED Document - County Court DATE FILED: October 18, 2012 09:55 AM CASE NUMBER: 2012C-1746 Filing ID: 47128224 Review Clerk: April L. Norwood
Plaintiff: MIDLAND FUNDING LLC Defendant(s): SUZANNE SHELEY Attorney or Party Without Attorney (Name and Address): ADAM R. NEWHOUSE FARRELL & SELDIN 7807 E. Peakview Ave., Ste. 410 Centennial, CO 80111 Phone Number: 303-796-8300 E-mail: Fax Number: 303-741-3755 Atty. Reg. #: 39064	Case Number: Division: Courtroom:	
SUMMONS		

TO THE ABOVE NAMED DEFENDANT (S) TAKE NOTICE THAT

1. On November 27, 2012 at 8:30 AM, in the MESA County Court, MESA, CO if an answer is not filed, the court may be asked to enter judgment against you as set forth in the complaint.
2. A copy of the complaint against you and the answer form, which you must use if you file an answer, are attached.
3. If you do not agree with the complaint, then you must either:
 - a. Go to the court, located at 125 NORTH SPRUCE, PO BOX 20000, GRAND JUNCTION, CO 81501, at the above date and time and file the answer stating any legal reason you have why judgment should not be entered against you or,
 - b. File the answer with the court before that date and time.
4. When you file an answer, you must pay a filing fee to the Clerk of the Court.
5. If you file an answer, you must give or mail a copy to the plaintiff or the attorney who signed the complaint.
6. If you do not file an answer, then the court may enter a default judgment against you for the relief requested in the complaint.
7. If you want a jury trial, you must ask for one in the answer and pay a jury fee in addition to the filing fee.
8. If you want to file an answer or request a jury trial and you are indigent, you must appear at the above date and time, fill out a financial affidavit and ask the court to waive the fee.

DATED at Centennial, Colorado, on October 1, 2012
Respectfully Submitted,


 ADAM R. NEWHOUSE, #39064
 Attorney for Plaintiff
 MD604589

WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR

County Court, MESA County, Colorado Court Address: 125 NORTH SPRUCE, PO BOX 20000 GRAND JUNCTION, CO 81501		COURT USE ONLY
Plaintiff: MIDLAND FUNDING LLC Defendant(s): SUZANNE SHELEY		
Attorney or Party Without Attorney (Name and Address): ADAM R. NEWHOUSE 7807 E. Peakview Ave., Ste. 410 Centennial, CO 80111 Phone Number: 303-796-8300 E-mail: Fax Number: 303-741-3755 Atty. Reg. #: 39064		Case Number: Division: Courtroom:
COMPLAINT		

1. Upon information and belief, Defendant(s), SUZANNE SHELEY, reside(s) at 395 33 1/2 RD, PALISADE CO 81526. Venue is proper in MESA County, as the Defendant(s) is/are located in MESA County, Colorado and /or the contract was executed in MESA County, Colorado.
2. The amount claimed herein does not exceed the jurisdiction of the Court.
3. The amount claimed from Defendant(s), SUZANNE SHELEY, is \$5,156.63, plus proper interest, costs, attorney fees and any other items allowable by statute or specific agreement. The original creditor was CITIBANKSEARS PREMIER CARD, account number *****0218.
4. Such claim arises from either failure to make payment on account obtained by Defendant(s) pursuant to an agreement or a statement for sums due was presented to Defendant(s), there was agreement by Defendant(s) that the account is correct and that the agreed upon amount is due from Defendant(s).
5. Defendant(s) is/are in default in accordance with the terms for payment or have failed to pay the account. Plaintiff is entitled to damages as a result of any breach of agreement, or the amount based on account stated.
6. Upon information and belief of the Plaintiff, the Defendant(s), SUZANNE SHELEY, is/are not in the military service of the United States.
7. The Plaintiff does not demand a trial by jury.

WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

Respectfully Submitted,



ADAM R. NEWHOUSE, #39064
Attorney for Plaintiff

Address of Plaintiff:
8875 AERO DRIVE
SAN DIEGO, CA 92123

Case Type: Money

Case # 2015C000103

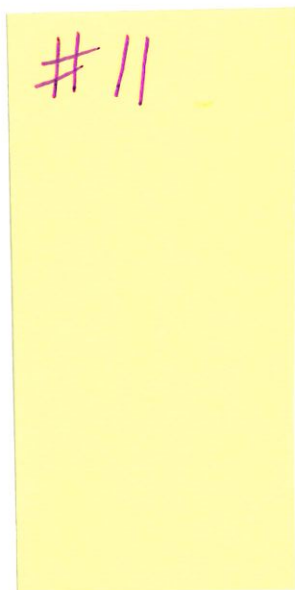
We, Randall Glenn Sheley and Suzanne Marie Sheley were default debtors for \$11,934.54. The case was closed, and case was destroyed Per Record Retention. We were able to obtain the Courts E-Filing on the Case History. Our reason for not having put it on our application is that we negligently didn't run a records search on ourselves prior to filling out this section of the application. We mistakenly assumed that the City of Grand Junction needed the same background history on us as the State of Colorado and the Town of De Beque for the marijuana sales licenses we currently hold in De Beque, Co. The omission was unintentional, and we want to disclose everything there is about us. We are extremely sorry for having omitted this from our application.

Sincerely,

Randall Glenn Sheley and

Suzanne Marie Sheley

Elk Mountain Trading Post LLC



Case History



Filed by Plaintiff

Case Number: 2015C000103

Division: 2



Filed by Defendant

Case Type: Money

Judicial Officer: Bruce Raaum



Filed by Court

Case Caption: Wallace, Chad R v. Sheley, Randall Glenn

Court Location: Mesa County

Download

Show 20 1 - 20 of 34

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security	
	N/A	02/02/2022	N/A	N/A	N/A		Destroy Case Per Record Retention	N/A
	N/A	03/08/2016	N/A	N/A	N/A		Case Closed - Post Judgment	N/A
	N/A	03/08/2016	N/A	N/A	N/A		Minute Order - Print	N/A
	N/A	02/12/2016	N/A	N/A	N/A		Return of Service	N/A
	N/A	02/05/2016	N/A	N/A	N/A		Letter	N/A
	N/A	01/19/2016	N/A	N/A	N/A		Reopen - Post Judgment	N/A
	N/A	01/19/2016	N/A	N/A	N/A		Order	N/A
	N/A	01/14/2016	N/A	N/A	N/A		Motion	N/A
	N/A	01/12/2016	N/A	N/A	N/A		Order	N/A
	N/A	12/29/2015	N/A	N/A	N/A		Letter	N/A
	N/A	12/22/2015	N/A	N/A	N/A		Order	N/A
	N/A	12/15/2015	N/A	N/A	N/A		Motion	N/A
	N/A	12/08/2015	N/A	N/A	N/A		Case Closed - Post Judgment	N/A
	N/A	12/08/2015	N/A	N/A	N/A		Minute Order - Print	N/A
	N/A	12/07/2015	N/A	N/A	N/A		Warrant Canceled	N/A
	N/A	12/07/2015	N/A	N/A	N/A		Law Enforcement Warrant Cancel	N/A
	N/A	12/03/2015	N/A	N/A	N/A		Interrogatories - Answer	N/A
	N/A	12/03/2015	N/A	N/A	N/A		Motion	N/A
	N/A	08/11/2015	N/A	N/A	N/A		Warrant - Failure to Comply	N/A
	N/A	08/03/2015	N/A	N/A	N/A		Return of Service	N/A

1 - 20 of 34

Case History

☐

Filed by Plaintiff

Case Number: 2015C000103

Division: 2

☐

Filed by Defendant

Case Type: Money

Judicial Officer: Bruce Raaum

☐

Filed by Court

Case Caption: Wallace, Chad R v. Sheley, Randall Glenn

Court Location: Mesa County

Download

Show 20 21 - 34 of 34

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security	
	N/A	06/23/2015	N/A	N/A	N/A		Reopen - Post Judgment	N/A
	N/A	06/11/2015	N/A	N/A	N/A		Order	N/A
	N/A	06/09/2015	N/A	N/A	N/A		Motion	N/A
	N/A	05/15/2015	N/A	N/A	N/A		Return of Service	N/A
	N/A	05/06/2015	N/A	N/A	N/A		Motion for Interrogatories	N/A
	N/A	03/25/2015	N/A	N/A	N/A		Case Closed	N/A
	N/A	03/25/2015	N/A	N/A	N/A		Order	N/A
	N/A	03/10/2015	N/A	N/A	N/A		Notice of Hearing	N/A
	N/A	02/23/2015	N/A	N/A	N/A		Notice	N/A
	N/A	02/06/2015	N/A	N/A	N/A		Answer	N/A
	N/A	01/30/2015	N/A	N/A	N/A		Return of Service	N/A
	N/A	01/21/2015	N/A	N/A	N/A		Exhibit - Attach to Pleading/Doc	N/A
	N/A	01/21/2015	N/A	N/A	N/A		Summons - Issued	N/A
	N/A	01/21/2015	N/A	N/A	N/A		Complaint	N/A

21 - 34 of 34

Case # 2016CV030426

We, Randall Glenn Sheley and Suzanne Marie Sheley had this case in our history. We were able to obtain the Courts E-Filing and the case was dismissed. Our reason for not having put it on our application is that we negligently didn't run a records search on ourselves prior to filling out this section of the application. We mistakenly assumed that the City of Grand Junction needed the same background history on us as the State of Colorado and the Town of De Beque for the marijuana sales licenses we currently hold in De Beque, Co. The omission was unintentional, and we want to disclose everything there is about us. We are extremely sorry for having omitted this from our application.

Sincerely,

Randall Glenn Sheley and

Suzanne Marie Sheley

Elk Mountain Trading Post LLC



#12

Case History



Filed by Plaintiff/Petitioner

Case Number: 2016CV030426

Division: 11



Filed by Defendant/Respondent

Case Type: Breach of Contract

Judicial Officer: Richard Gurley



Filed by Court

Case Caption: Corbin, David et al v. Sheley, Randall et al

Court Location: Mesa County

Download								Show 20 1 - 18 of 18	
Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security		
<input type="checkbox"/>	N/A (Details)	02/23/2017 2:32 PM	Richard Gurley	Mesa County	N/A	<input type="checkbox"/>	Order (Related Document)	Order Proposed Order Granting Stipulated Motion to Dismiss with Prejudice	Public
<input type="checkbox"/>	N/A	02/23/2017	N/A	N/A	N/A		Case Closed	N/A	
<input type="checkbox"/>	8678F46DCD623	02/21/2017 3:38 PM	Kira Lee Suyeishi	Ireland Stapleton Pryor and Pascoe PC	Helen Corbin, David Corbin	<input type="checkbox"/>	Motion to Dismiss	Stipulated Motion to Dismiss with Prejudice	Public
<input type="checkbox"/>						<input type="checkbox"/>	Proposed Order (Related Document)	Proposed Order Granting Stipulated Motion to Dismiss with Prejudice	Public
<input type="checkbox"/>	640B154A9363E	02/02/2017 3:54 PM	Mark E. Lacin	Ireland Stapleton Pryor and Pascoe PC	David Corbin, Helen Corbin	<input type="checkbox"/>	Notice	Notice of Initial Case Management Conference	Public
<input type="checkbox"/>	793AB25DC03FB	01/27/2017 11:48 AM	Kira Lee Suyeishi	Ireland Stapleton Pryor and Pascoe PC	Helen Corbin, David Corbin	<input type="checkbox"/>	Notice	Notice to Set Case Management Conference	Public
<input type="checkbox"/>	513D9AEFA5B0B	01/20/2017 2:00 PM	Kira Lee Suyeishi	Ireland Stapleton Pryor and Pascoe PC	Helen Corbin, David Corbin	<input type="checkbox"/>	Answer to Counter Claim	Answer to Counter Claims	Public
<input type="checkbox"/>	N/A (Details)	11/23/2016	Richard Gurley	Mesa County	N/A	<input type="checkbox"/>	Order (Related Document)	Order re Unopposed Motion for Enlargement of Time to File Answer to Counterclaims	Public
<input type="checkbox"/>	DC723717AD24B	11/22/2016 2:45 PM	Kira Lee Suyeishi	Ireland Stapleton Pryor and Pascoe PC	Helen Corbin, David Corbin	<input type="checkbox"/>	Motion	Unopposed Motion for Enlargement of Time to File Answer to Counterclaims	Public
<input type="checkbox"/>						<input type="checkbox"/>	Proposed Order (Related Document)	Proposed Order re Unopposed Motion for Enlargement of Time to File Answer to Counterclaims	Public
<input type="checkbox"/>	83BB86A98248E	11/03/2016 11:26 AM	Thomas C Volkman	SPIECKER, HANLON, GORMLEY & VOLKMANN, LLP	Suzanne Sheley, Randall Sheley	<input type="checkbox"/>	Filing Other	Suzanne Sheley Verification of Answer and Counterclaim	Public
<input type="checkbox"/>	FD2E6D58F558A	11/02/2016 11:37 PM	Thomas C Volkman	SPIECKER, HANLON, GORMLEY & VOLKMANN, LLP	Randall Sheley, Suzanne Sheley	<input type="checkbox"/>	Answer and Counterclaim	Verified Answer to Amended Complaint and P. 80 Verifications	Public
<input type="checkbox"/>						<input type="checkbox"/>	Filing Other	Verification of Answer and Counterclaims	Public
<input type="checkbox"/>	N/A (Details)	11/01/2016 2:00 PM	Richard Gurley	Mesa County	N/A	<input type="checkbox"/>	Order (Related Document)	Order Proposed Order on Unopposed Motion for Extension	Public
<input type="checkbox"/>	6799FD1FE8509	10/31/2016 6:59 PM	Thomas C Volkman	SPIECKER, HANLON, GORMLEY & VOLKMANN, LLP	Randall Sheley, Suzanne Sheley	<input type="checkbox"/>	Motion	Unopposed Motion for Extension to Answer Plaintiffs' Proposed Order on Unopposed Motion for Extension	Public
<input type="checkbox"/>						<input type="checkbox"/>	Proposed Order (Related Document)	Proposed Order on Unopposed Motion for Extension	Public
<input type="checkbox"/>	N/A (Details)	10/10/2016 12:23 PM	Richard Gurley	Mesa County	N/A	<input type="checkbox"/>	Order (Related Document)	Order Granting Unopposed Motion for Leave to File Amended Complaint	Public

1 - 18 of 18

DISTRICT COURT, MESA COUNTY, STATE OF
COLORADO

125 North Spruce
P.O. Box 20,000-5030
Grand Junction, CO 81502
970-257-3640

DATE FILED: February 23, 2017 2:32 PM
CASE NUMBER: 2016CV30426

Plaintiffs:

DAVID CORBIN and HELEN CORBIN, individuals, suing in
their own right and derivatively on behalf of ELK MOUNTAIN
TRADING POST LLC, a Colorado limited liability company

v.

Defendants:

RANDALL SHELEY and SUZANNE SHELEY, individuals; and
ELK MOUNTAIN TRADING POST LLC, a Colorado limited
liability company, Nominal Defendant.

▲ COURT USE ONLY ▲

Case Number:
2016CV030426

Div.: 11

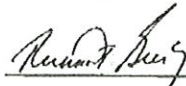
ORDER GRANTING STIPULATED MOTION TO DISMISS WITH PREJUDICE

THE COURT, having reviewed the parties' Stipulated Motion to Dismiss with Prejudice,

GRANTS said Motion. The within action is dismissed with prejudice, with each party to
pay his, her, or its own respective attorney fees and costs.

SIGNED this 23rd day of February, 2017.

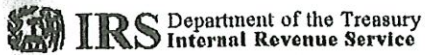
BY THE COURT:



District Court Judge

Randall Sheley and Suzanne Sheley failed to disclose a federal tax lien

4. We, Randall Sheley and Suzanne Sheley, unintentionally failed to disclose a federal tax lien filed on 09/16/2019. We did not omit this on purpose, but instead our reason for omission was out of negligence and we are very sorry. Both of us misread the language of the application and wrongfully thought we did not need to list the federal tax lien because it was satisfied, and all our taxes are paid in full. We have since realized our devastating mistake and sincerely apologize.



Department of the Treasury
Internal Revenue Service

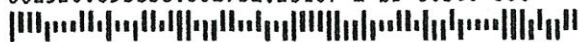
PO BOX 145595, STOP 84206

CINCINNATI, OH 45250-5585

SLID: 379945619

COURT: STATE OF COLORADO

002926.895838.501751.28407 1 8P 0.500 536



RANDALL G & SUZANNE M SHELEY

21650 64 3/10THS ROAD

COLLBRAN, CO 81624-9652



002926

Department of the Treasury - Internal Revenue Service
Certificate of Release of Federal Tax Lien

For Use by Recording Office

379945519

Name of Taxpayer RANDALL G & SUZANNE M SHELEY

Residence 21650 64 3/10THS ROAD
COLLBRAN, CO 81624-9652

COURT RECORDING INFORMATION:

Liber	Page	UCC No.	Serial No.
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CLERK AND RECORDER		
MESA COUNTY	Total	64664.65
GRAND JUNCTION, CO 81501		

This notice was prepared and signed at SEATTLE, WA, on this,

the 05th day of February, 2020

Title

Operations Manager,
Centralized Lien Operation

(NOTE: Certificate of officer authorized by law to take acknowledgements is not essential to the validity of Certificate of Release of Federal Tax Lien

Rev. Rul. 71-466, 1971 - 2 C.B. 409

Part 2 - Taxpayer's Copy

Form **668 (Z)** (Rev. 10-2000)
CAT. NO 600261

(Rev. 10-2000)

1872

Department of the Treasury - Internal Revenue Service
Certificate of Release of Federal Tax Lien

Area:

Serial Number

For Use by Recording Office

SMALL BUSINESS/SELF EMPLOYED AREA #6

Lien Unit Phone:

(800) 913-6050

379945619

I certify that the following-named taxpayer, under the requirements of section 6325 of the Internal Revenue Code has satisfied the taxes listed below and all statutory additions. Therefore, the lien provided by Code section 6321 for these taxes and additions has been released. The proper officer in the office where the notice of internal revenue tax lien was filed on September 18 2019, is authorized to note the books to show the release of this lien for these taxes and additions.

Name of Taxpayer RANDALL G & SUZANNE M SHELEY

Residence 21650 64 3/10THS ROAD
COLLBRAN, CO 81624-9652

COURT RECORDING INFORMATION:

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n/a	n/a	n/a	20192084401
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	Tax Period
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Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refilling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2017	XXX-XX-5542	11/19/2018	12/19/2028	64664.65

Place of Filing					
SECRETARY OF STATE STATE OF COLORADO DENVER, CO 80202					Total 64664.65

This notice was prepared and signed at SEATTLE, WA, on this.

the 05th day of February, 2020

Signature

Title

Operations Manager,
Centralized Lien Operation

(NOTE: Certificate of officer authorized by law to take acknowledgements is not essential to the validity of Certificate of Release of Federal Tax Lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409

Part 2 - Taxpayer's CopyForm 668 (Z) (Rev. 10-2000)
CAT. NO 600261

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Elk Mountain Trading Post LLC

is a

Limited Liability Company

formed or registered on 07/02/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131391257 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/28/2022 that have been posted, and by documents delivered to this office electronically through 10/31/2022 @ 13:41:59 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/31/2022 @ 13:41:59 in accordance with applicable law. This certificate is assigned Confirmation Number 14428769 .



Jena Griswold

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearch.cfm?do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

STATEMENT CONFIRMING GENERAL CONDITIONS APPLICABLE TO APPROVAL OF ANY APPLICATION

Randall Glenn Sheley and Suzanne Marie Sheley confirm and state that we will abide by the following:

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.

730 17th Street
Suite 838
Denver, CO 80202



Jean E. Smith Gonnell
Attorney

November 8, 2022

Janet Harrell
Deputy City Clerk
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501
Via email: cityclerk@gjcity.org

Re: Supplemental Documents related to Cannabis Business License for Nebrina Grand Junction, LLC dba The Fireplace

Ms. Harrell:

Gonnell Law has recently been engaged by Nebrina Grand Junction, LLC ("Nebrina GJ") in relation to their application for a retail marijuana store for the location at 2835 ½ North Avenue, Grand Junction, CO 81501.

In the Grand Junction Review and Findings Report, there appear issues that need to be remedied and addressed. Attached, hereto, as **Attachment 1** is the October 28, 2022 Review and Findings Report. Each issue and concern are addressed herein.

1. The City of Grand Junction has notes the Organizational Chart provide by Nebrina GJ does not match the Oath of Applicant. Accordingly, attached, as **Attachment 2**, we have provided an updated Organizational Chart. The Organizational Chart has been updated and corrected, and provides Brandon Banks' ownership of Nebrina GJ at 70.54%. This figure is a result of correcting the Nebrina GJ Operating Agreement, mainly to provide the correct ownership of Nebrina GJ. Specifically, and as the attached Operating Agreements for the related entities provides that Nebrina Grand Junction, LLC has two members, Nebrina Holdings, LLC and Grand Junction Alternatives, LLC. Nebrina Holdings, LLC sole controlling beneficial interest owner is Mr. Banks, holding 67.3%. Grand Junction Alternatives, LLC is solely owned by Mr. Banks. Accordingly, Mr. Banks, is the controlling beneficial interest holder of 70.54% of Nebrina GJ. All other members are passive owners. *See attached Attachment 2a Nebrina Holdings, LLC Amended Operating Agreement; Attachment 2b Grand Junction Alternatives, LLC.* As the city is aware, the application was submitted without counsel, as Nebrina GJ was attempting to keep costs low. After by review by counsel, changes were made to better align with the envisioned structure.

EXHIBIT 1



2. The Oath of Applicant has been corrected to align with the correct membership interest held by Mr. Banks. ***Attachment 3, Oath of Applicant.***
3. The Proposed Operating Plan appears to have deficiencies related to the building systems disclosure to the landlord as well as a signage plan. As put forth below, Joel Sax executed the Landlord Statement Building Modifications, attached as **Attachment 4**. As addressed below, Joel Sax is the authorized member to sign on behalf of Chinese Financial, LLC, the landlord. Additionally, the signage plan has been updated to include renderings of the facility, and a statement related to signage. There will be no free-standing signs if the license granted. ***Attachment 5, Updated Signage Plan.***
4. The Oath of No Overlap has been corrected to align with the correct membership interest held by Mr. Banks. ***Attachment 6, updated Oath of No Overlap.***
5. Nebrina GJ, mistakenly, supplied the incorrect tradename on its zoning verification letter. This error can be remedied by filing a tradename with the Secretary of State, or by amending/applying for a new zoning verification form. The error shows the zoning verification includes the trade name of business to “Fireplace Grand Junction”, rather than the actual tradename of “The Fireplace”. Undersigned has contacted the zoning department, and their response was to address at the hearing. Accordingly, the applicant is willing and able to remedy as instructed.
6. The Purchase and Sale Agreement as, referenced in the lease, is attached hereto as **Attachment 7**.
7. The Property Authorization shows Joel Sax, an individual for the property authorizations. Accordingly, we are providing a signed and notarized Statement of Authority, whereby Joel Sax confirms he is the sole member of Chinese Financial LLC, and has authority to execute documents on its behalf. ***Attachment 8, Statement of Authority.***
8. Grand Junction has noted omissions related to Brandon Bank’s relationship with other entities, tax deficiency (distrain warrant and federal tax lien), previous civil actions related to forcible entry and detainer, and a previously filed Chapter 13 bankruptcy. Attached hereto, as **Attachment 9**, is a list of entities Mr. Banks has held or managed in the part. First, as to the business entities Mr. Banks failed to disclose. These entities were not entities that were ever utilized or received tax licenses, business licenses, or any other type of license, as they were business entity filings Mr. Banks was hopeful would be

730 17th Street
Suite 838
Denver, CO 80202



Jean E. Smith Gonnell
Attorney

utilized for purposes of obtaining marijuana licenses. With that being said, these omissions were made in error, as they were never utilized for any type of operation.

The failure to disclose the tax deficiency and federal tax lien was again an erroneous omission on the part of Mr. Banks. Mr. Banks was unaware of the filing of a distraint warrant, and only became aware of this issue recently. Both the distraint warrant and the federal tax lien are being immediately handled. Again, to be clear, Mr. Banks did not intentionally omit these issues, but was under the assumption that the existing payment plans and ongoing discussions with both the State of Colorado and the IRS were sufficient.

Finally, as to forcible entry and detainer cases in the city and county of Denver, these filings relate to a time in Mr. Banks' life whereby he was living paycheck to paycheck and unaware that actual cases were filed. Mr. Banks received notices of late rent at his residence and ensured that all rent payments were handled as quickly as possible. This was not meant to be an omission, but rather a misunderstanding on my client's part related to the filings and their existence in the city and county of Denver. The Chapter 13 Bankruptcy was also an inadvertent omission as the case was dismissed and never moved forward. Mr. Banks unfortunately failed to remit these issues due to misunderstanding and incorrect assumptions, rather than malfeasance or intentional purposes.

Finally, we have supplied Mr. Travis Wright an updated floor plan related to camera coverage. This floorplan ensures that every portion of the premises are included in the camera footage diagram. We have provided this document as well as **Attachment 10**.

Thank you.

Regards,

/s/Jean E. Smith Gonnell
Jean E. Smith Gonnell

Review and Findings Report

TO: Cannabis Licensing Authority
FROM: Greg Caton, City Manager
DATE: October 28, 2022
SUBJECT: Cannabis Business License Application for Nebrina Grand Junction, LLC dba
The Fireplace

Pursuant to Grand Junction Municipal Code (GJMC) 5.13.016(e)1 the Application of Nebrina Grand Junction, LLC dba The Fireplace for a Retail Cannabis Business License at 2835 ½ North 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 Organizational Chart provides for a different ownership percentage for Brandon Banks than the Oath of Applicant.

Oath of Applicant

All requirements for the Oath of Applicant have not been met.

The Oath of Applicant is deficient as follows:

1. The Organizational Chart provides for a different ownership percentage for Brandon Banks than the Oath of Applicant.

Proposed Operating Plan

All requirements for the Proposed Operating Plan have not been met.

The Proposed Operating Plan is deficient as follows:

1. No statement regarding the building systems has been provided by the landlord.
2. Signage plan provided does not address building or freestanding signage, other than a statement that the code will be followed. A signage plan is required.

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 not been met.

The Oath of No Overlap is deficient as follows:

1. The ownership percentage provided for Brandon Banks in the Organizational Chart and Oath of No Overlap conflict.

Zoning Verification

All requirements for the Zoning Verification have not been met.

The Zoning Verification is deficient as follows:

1. Zoning Verification has a business trade name that is not the same as the trade name registered with the Colorado Secretary of State.

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 are deficient as follows:

1. A Purchase and Sale Agreement dated 4/26/22 is referenced within the Lease but not provided.

Property Authorization

All requirements for the Property Authorization have not been met.

The Property Authorization is deficient as follows:

1. Signed by Joel Sax, an individual, with no reference to the owner of record, Chinese Financial LLC. No Statement of Authority has been provided for Joel Sax.

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 not been met.

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

1. Brandon Banks failed to disclose he was the registered agent for 24 other businesses.
2. Brandon Banks failed to disclose he was listed as a manager for eight other businesses.
3. Brandon Banks failed to disclose five forcible entry and detainer civil litigations.
4. Brandon Banks failed to disclose a federal tax lien.
5. Brandon Banks failed to disclose a distraint warrant filed by the Colorado Department of Revenue for \$78,085.00 that is unsatisfied.

6. Brandon Banks failed to disclose that he filed for Chapter 13 bankruptcy.

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 Nebrina Grand Junction, LLC dba The Fireplace for a Retail Cannabis Business License at 2835 ½ North 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.

NEBRINA GRAND JUNCTION LLC

Nebrina Grand
Junction LLC
Applicant Entity

Nebrina Holdings LLC
90.1%

Grand Junction
Alternatives LLC
9.9%

67.3% held by
Brandon
Banks

100% held
by Brandon
Banks

Nebrina Grand Junction LLC is 90.1% owned by Nebrina Holdings LLC and 9.9% owned by Grand Junction Alternatives LLC both held by Brandon Banks as the only Controlling Beneficial Owner who holds a total of 70.54% of the applicant entity, Nebrina Grand Junction LLC.

SECOND AMENDED AND RESTATED OPERATING AGREEMENT

OF

NEBRINA HOLDINGS, LLC

A COLORADO LIMITED LIABILITY COMPANY

EFFECTIVE AS OF AUGUST 15, 2022

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (the “Operating Agreement” or “Agreement”) is made and entered into this 15 day of August, 2022, by and between the Members whose signatures appear on the signature page hereof.

WHEREAS, in October, 2020, the then existing Members of Nebrina Holdings, LLC (the “Company”) executed an Operating Agreement (the “Original Operating Agreement”);

WHEREAS, on July 15, 2022, the then existing Members of the Company executed an Amended and Restated Operating Agreement (the “Amended and Restated Operating Agreement”) which amended and restated the Original Operating Agreement; and

WHEREAS, the undersigned currently existing Members of the Company wish to amend and restate the Amended and Restated Operating Agreement to read in full as set forth below.

Article 1. DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

1.1 “Act” shall mean the Colorado Limited Liability Company Act, as amended or superseded from time to time.

1.2 “Adjusted Capital Account Deficit” shall mean with respect to any Member, the deficit balance, if any, in such Member’s capital account as of the end of the relevant taxable year, after giving effect to the following adjustments:

a. Credit to such capital account any amounts which such Member is obligated to restore (pursuant to the terms of such Member’s Promissory Note or otherwise) or is deemed to be obligated to restore pursuant to penultimate sentences of Reg. § 1.704-2(g)(i) and -2(i)(5); and

b. Debit to such capital account the items described in Reg. §§ 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

1.1 The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provision of Reg. § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

1.3 “Affiliate” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such particular Person. For purposes of this definition, control (including, with correlative meaning, the terms controlled by and under common control with), as used with respect to any Person, shall mean the

possession, directly or indirectly, of the power to direct and cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

1.4 “Articles of Organization” shall mean the Articles of Organization of Nebrina Holdings, LLC, as filed with the Secretary of State on June 9, 2020, as the same may be amended from time to time.

1.5 “Assignee” shall mean the owner of an Economic Interest who is not a Member.

1.6 “Class A Members” shall mean the Class A Members as set forth on Exhibit 8.1 attached hereto.

1.7 “Class A1 Members” shall mean the Class A1 Members as set forth on Exhibit 8.1 attached hereto.

1.8 “Class B Members” shall mean the Class B Members as set forth on Exhibit 8.1 attached hereto.

1.9 “Class C Members” shall mean the Class C Members as set forth on Exhibit 8.1 attached hereto

1.10 “Class D Members” shall mean the Class D Members as set forth on Exhibit 8.1 attached hereto.

1.11 “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

1.12 “Company” shall refer to Nebrina Holdings, LLC.

1.13 “Company Minimum Gain” shall mean an amount determined by first computing for each nonrecourse liability of the Company, any gain the Company would realize if it disposed of Company property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Company Minimum Gain includes minimum gain arising from a conversion, refinancing or other change to a debt instrument, as described in Reg. § 1.704-2(g)(3), only to the extent a Member is allocated a share of that minimum gain. For any Company taxable year, the net increase or decrease in Company Minimum Gain is determined by comparing the Company Minimum Gain on the last day of the immediately preceding taxable year with the Company Minimum Gain on the last day of the current taxable year.

1.14 “Distributable Cash” means all cash, revenues and funds received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation

of the Company's business; and (iii) such reserves as the Managers deem necessary to the proper operation of the Company's business.

1.15 "Economic Interest" shall mean an Equity Owner's share of one or more of the Company's net profits, net losses and distributions of the Company's assets pursuant to this Operating Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Managers.

1.16 "Equity Owner" shall mean a Member or an Assignee.

1.17 "Gifting Member" shall mean any Equity Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

1.18 "Gross Asset Value" shall mean with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

a. The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset at time of contribution, as determined by the contributing Member and the Company.

b. The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager(s), as of the following times: (1) the acquisition of an additional Company Interest by any new or existing Member in exchange for more than a de minimis capital contribution; (2) the distribution by the Company to a Member or Transferee of more than a de minimis amount of Company Property as consideration for an Ownership Interest if the Manager(s) reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company; and (3) the liquidation of the Company within the meaning of Reg. § 1.704-1(b)(2)(ii)(g).

c. The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution; and

d. The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code §§ 732(d), 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining capital accounts pursuant to Reg. § 1.704-1(b)(2)(iv)(m) and Section 9.1(d)(vii) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section to the extent the Manager(s) determines that a different adjustment allowable pursuant to this Agreement is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section.

1.19 "Majority Interest" shall mean one or more interests of Members which taken together exceed 50% of the aggregate of all Membership Interests.

1.20 “Manager” shall mean one or more managers. Specifically, “Manager” shall mean Brandon Banks or any other Person that succeeds him in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

1.21 “Member” shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased Membership Interests in the Company, such Manager will be deemed a Member of the Company as well with respect to the ownership of such Membership Interests. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

1.22 “Member Minimum Gain” shall mean an amount determined by first computing for each Member Nonrecourse Debt any gain the Company would realize if it disposed of the Company property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Member Minimum Gain includes minimum gain arising from a conversion, refinancing or other change to a debt instrument, as described in Reg. § 1.704-2(g)(3), only to the extent a Member is allocated a share of that minimum gain. For any Company taxable year, the net increase or decrease in Member Minimum Gain is determined by comparing the Member Minimum Gain on the last day of the immediately preceding taxable year with the Member Minimum Gain on the last day of the current taxable year.

1.23 “Member Nonrecourse Debt” shall mean any Company liability to the extent the liability is nonrecourse for purposes of Reg. § 1.1001-2, and a Member (or a related person within the meaning of Reg. § 1.752-4(b)) bears the economic risk of loss under Reg. § 1.752-2.

1.24 “Membership Interest” shall mean a Member’s entire interest in the Company including such Member’s Economic Interest and such other rights and privileges that the Member may enjoy by being a Member.

1.25 “Operating Agreement” shall mean this Operating Agreement as originally executed and as amended from time to time.

1.26 “Ownership Interest” shall mean:

- a. in the case of a Member, the Member’s Membership Interest; and
- b. in the case of an Economic Interest Owner, the Economic Interest Owner’s Economic Interest.

1.27 “Person” shall mean any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

1.28 “Principal(s)” shall mean each of Brandon Banks and Aidan O’Donovan.

1.29 “Profits” and “Losses” shall mean an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code § 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code § 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

a. Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

b. Any expenditures of the Company described in Code § 705(a)(2)(B) or treated as Code § 705(a)(2)(B) expenditures pursuant to Reg. § 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income or loss;

c. In the event the Gross Asset Value of any Company asset is adjusted pursuant to this Agreement, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

d. Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

e. In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account depreciation for such taxable year or other period, computed in accordance with this Agreement;

f. Notwithstanding any other provisions of this Section, any items which are specially allocated pursuant to Section 9.1(d) hereof shall not be taken into account in computing Profits or Losses.

1.30 “Qualified IPO” shall mean upon consummation of a firm commitment underwritten public offering of stock/units or a going public transaction such as a reverse merger or reverse takeover in the U.S. or Canadian public markets, respectively.

1.31 “Regulations” shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles of

Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

1.32 “Reorganization” shall mean the merger or conversion of the Company, or a sale or other disposition of assets of the Company, or sale or other disposition of Ownership Interests, or other transaction pursuant to which a Person or Persons acquire all or substantially all of the assets of, or Ownership Interests in, the Company in a single or series of related transactions, including without limitation, a merger or conversion of the Company into a corporation or other entity, whether or not such corporation or other entity has the same owners as the Partnership and whether or not additional capital is contributed to such corporation or other entity, or a Qualified IPO, or other capital transaction; provided, however, that a Reorganization shall not include the merger or conversion of the Company into a general partnership which is not a limited liability partnership.

1.33 “Selling Member” shall mean any Equity Owner which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

1.34 “Sharing Ratio” shall mean percentages in which the Equity Owners share those items making specific references to “Sharing Ratios” in this Agreement, as set forth on Exhibit 8.1 attached hereto. The Sharing Ratios shall be adjusted based on the amount of capital or other contributions made by a Member

1.35 “Unreturned Capital” shall mean with respect to a Member, as of any date, an amount (but not less than zero) equal to the aggregate amount of the Member’s capital contributions made before such date, reduced by capital distributions distributed to the Member before such date and by operating cash flow distributed to the Member (but only to the extent constituting a return of capital).

Article 2. FORMATION OF COMPANY

2.1 Formation. On June 9, 2020, Brandon Banks organized a Colorado Limited Liability Company by executing and delivering Articles of Organization to the Colorado Secretary of State in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Nebrina Holdings, LLC.

2.3 Principal Place of Business. The principal place of business of the Company shall be 1940 Blake Street, Unit 201, Denver, CO 80202. The Company may locate its places of business and registered office at any other place or places as the Manager or Managers may from time to time deem advisable.

2.4 Registered Office and Registered Agent. The Company’s initial registered office shall be at the office of its registered agent at 1940 Blake Street, Unit 201, Denver, CO 80202 and the name of its initial registered agent at such address shall be Brandon Banks. The registered office and registered agent may be changed from time

to time by filing the address of the new registered office and/or the name of the new registered agent with the Colorado Secretary of State pursuant to the Act.

2.5 Term. The term of the Company shall be perpetual until dissolved pursuant to Article 11 hereof or pursuant to the Act.

2.6 No State Law Partnership. The Members intend that the Company shall not be a partnership, either general or limited, or a joint venture in that no Member or officer shall be a partner or joint venturer of any other Member or officer for any purpose other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to the contrary. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

Article 3. BUSINESS OF COMPANY

3.1 Permitted Businesses. The business of the Company shall be to:

a. To serve as a holding company and acquire, operate and/or own cannabis licenses, and/or all or a portion of the equity of various operating companies in the cannabis industry, all in accordance with the applicable laws, rules and regulations.

b. To accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

c. The Manager is authorized and directed to do all such acts and to execute, deliver and perform all such documents and instruments as the Manager deems necessary or advisable to carry out the Company's obligations with respect to the business of the Company.

Article 4. NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members shall be set forth in Exhibit 8.1 attached hereto.

Article 5. RIGHTS AND DUTIES OF MANAGERS

5.1 Management. The business and affairs of the Company shall be managed by its Manager(s). Except for situations in which the approval of the Members or a larger number of Managers is expressly required by this Operating Agreement or by non-waivable provisions of applicable law, each Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and

properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

5.2 Number, Tenure and Qualifications. The Company shall initially have one (1) Manager. The initial Manager of the Company shall be Brandon Banks. The number of Managers of the Company shall be fixed from time to time by the affirmative vote of all Members, but in no instance shall there be less than one Manager and in no event shall the reduction in the number of Managers result in the indirect removal of a Manager that is currently holding office. Each Manager shall hold office until he or she is removed pursuant to Section 5.10. Managers shall be appointed and/or removed by the affirmative vote of holders of a Majority Interest. Notwithstanding the foregoing, in the event that the Company shall have fewer than one Manager of the Company at any time, then one Manager may be appointed by the affirmative vote of holders of a Majority Interest for a term of twelve (12) months until the next annual election to be called by the Manager(s) on behalf of the Members; *provided, however*, in the event that the Managers do not call such meeting within thirty (30) days following the expiration of the twelve (12) month term, any Member may call such meeting.

5.3 Certain Powers of Manager. Without limiting the generality of Section 5.1, and subject to any other limitations contained in this Operating Agreement, each Manager shall have power and authority, on behalf of the Company and in furtherance of the business of the Company as set forth in Section 3.1 above:

a. To acquire property from any Person as the Managers may determine. The fact that a Manager or an Equity Owner is directly or indirectly affiliated or connected with any such Person shall not prohibit the Managers from dealing with that Person, provided such dealings are at arms' length and the compensation payable thereunder shall not exceed in any material respect the amount that would have been payable but for the affiliation between the parties;

b. Subject to Section 3.1 above, to borrow money for the Company from banks, other lending institutions, the Managers, Equity Owners, or affiliates of the Managers or Equity Owners on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

c. To purchase liability and other insurance to protect the Company's property and business;

d. To hold and own any Company real and/or personal properties in the name of the Company;

e. To invest any Company funds (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments.

f. To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company;

g. To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

h. To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve;

i. To execute and file such other instruments, documents and certificates which may from time to time be required by the laws of the State or any other jurisdiction in which the Company shall determine to do business, or any political subdivision or agency thereof, to effectuate, implement, continue and defend the valid existence of the Company; and

j. To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

5.4 Liability for Certain Acts.

a. The Managers do not, in any way, guarantee the return of the Equity Owners' capital contributions or a profit for them from the operations of the Company.

b. The Managers shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member (or successor thereto), except to the extent, if any, that the loss or damage shall have been the result of gross negligence, fraud, deceit, or willful misconduct.

5.5 Managers and Members Have No Exclusive Duty to Company. The Managers and Members shall have no exclusive duty to act on behalf of the Company. Each Manager and Member may have other business interests and may engage in other activities in addition to those relating to the Company; *provided that* such Manager's activities or business or investment venture does not (x) violate its fiduciary duties owed to the Company; (y) directly compete with the business of the Company or its Affiliates within a thirty (30) mile radius (except for the Principals' consulting activities related to Ethos Cannabis in Massachusetts, Pennsylvania and Maryland); and (z) restrict such Manager from providing the Company with such time and effort as is required to fulfill all of his or her duties. Neither the Company nor any Manager shall have any right, by virtue of this Operating Agreement, to share or participate in any other investments or activities of any other Manager or Member. Neither any Manager

nor any Equity Owner shall incur any liability to the Company or to any of the Equity Owners as a result of engaging in any other business or venture.

5.6 Bank Accounts. The Managers may from time to time open bank accounts in the name of the Company, and the Managers shall be the sole signatory thereon, unless the Managers determine otherwise.

5.7 Indemnity.

a. The Company shall indemnify each Manager, or officer or counsel of the Company, or is or was serving at the request of the Company or the Manager as a partner, director, officer, principal, counsel or trustee of another corporation or business entity, or benefit plan or trust, and make advances for expenses to the maximum extent permitted under the Act, except to the extent the claim for which indemnification is sought results from an act or omission for which the Manager may be held liable to the Company or a Member under Section 5.4(b). The Company may, but shall not be required to, indemnify any employee, independent contractor or agent of the Company on the same terms, or on such other terms as the Manager deems appropriate; provided that such indemnification in any given situation is approved by all Members.

b. Reasonable expenses, including, but not limited to, legal fees and expenses, incurred by a Manager in defending any claim, demand, action, suit or proceeding subject to subsection (a) above shall be paid by the Company in advance of the final disposition of such claim, demand, action, suit or proceeding upon receipt of an undertaking (which need not be secured) by or on behalf of the Manager to repay such amount if it shall be determined by a court of competent jurisdiction and not subject to appeal, that the Manager is not entitled to be indemnified by the Company as authorized hereunder.

5.8 Resignation. Any Manager may resign at any time by giving written notice to the Members. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also an Equity Owner shall not affect the Manager's rights as an Equity Owner.

5.9 Removal. At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed by holders of a Majority Interest at any time for gross negligence, fraud, deceit or intentional misconduct which had a material adverse effect on the Company, or if the Manager is adjudicated incompetent by a Court of competent jurisdiction. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.10 Vacancies. Any vacancy occurring for any reason in the number of Managers shall be filled by the affirmative vote of holders of a Majority Interest. Any

Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative vote of holders of a Majority Interest.

5.11 Compensation, Reimbursement, Organization Expenses.

a. No Manager shall be entitled to compensation from the Company for services rendered to the Company as such. Upon the submission of appropriate documentation each Manager and Member shall be reimbursed by the Company for reasonable out-of-pocket expenses incurred on behalf, or at the request of, the Company. Any costs and expenses (including reasonable legal fees and expenses) incurred by a Member or Manager because of the formation, organization and capitalization of the Company, including the legal fees incurred in connection with drafting this Operating Agreement shall be reimbursed to such Member or Manager.

5.12 Right to Rely on the Managers.

a. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to:

i. The identity of any Manager or Equity Owner;

ii. The existence or nonexistence of any fact or facts which constitute a condition precedent to acts on behalf of the Company by any Manager or which are in any other manner germane to the affairs of the Company;

iii. The Persons who are authorized to execute and deliver any instrument or document of the Company; or

iv. Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Equity Owner.

Article 6.

RIGHTS AND OBLIGATIONS OF EQUITY OWNERS

6.1 Limitation of Liability. Each Equity Owner's liability shall be limited as set forth in this Operating Agreement, the Act and other applicable law. No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company. Except for conduct that a court of competent jurisdiction deems to constitute fraud, willful misconduct or gross negligence, as otherwise required by applicable law, and as expressly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company, or to any other Person, for the debts, liabilities, commitments or other obligations of the Company for any losses of the Company or to restore any deficit balance in such Member's Capital Account, or

otherwise. Each Member shall be liable only to make such Member's Capital Contribution to the Company and any other payments specifically required hereunder. For the avoidance of doubt, no conduct, act, or omission of a Member, relating to or arising from any activity or involvement with cannabis (marijuana) or the cannabis (marijuana) industry or otherwise resulting therefrom that may be a violation of U.S. federal law, shall constitute gross negligence or willful misconduct under the first sentence of this section, solely by reason of being a violation of U.S. federal law; so long as such conduct, act, or omission could be reasonably believed to be in compliance with applicable state and local laws. Each Member shall be liable only to make such Member's Capital Contribution to the Company and any other payments specifically required hereunder.

6.2 Company Debt Liability. An Equity Owner will not be personally liable for any debts or losses of the Company beyond its respective capital contributions and any obligation of the Equity Owner under Section 8.1 or 8.2 to make capital contributions, except as otherwise required by law.

6.3 Other Activities. Except as otherwise provided herein, the Members and their Affiliates may engage in, possess interests in, own, operate or manage other businesses or investment ventures of every kind and description for their own account or jointly with others; provided that such business or investment venture is not directly competing with the business of the Company. Except as otherwise provided herein, neither the Company nor any Member shall have any right, by virtue of this Agreement, in or to such other business or investment venture or the revenue or profits derived therefrom.

6.4 Qualifications of Members. Each Member, to the extent required by applicable law, shall be an Accredited Investor, as defined in Regulation D promulgated under the Securities Act. Each Member shall be required to comply with and be in compliance with the regulations and rules promulgated, from time to time, by the State of Colorado, and agrees to either cure any breach of those delegations and rules, or sell their shares, if notified by the Company of any non-compliance with current regulations or rules of the State of Colorado.

Article 7.

MEETINGS OF MEMBERS

7.1 Meetings. The Members may meet at such times and places, either within or outside the State of Colorado, as may be determined by a Majority of the Members. The Members shall, at least once per calendar year, conduct an annual meeting and keep minutes thereof.

7.2 Notice of Member Meetings. Meetings of the Members may be held without call or notice at such places and at such times as the Members may from time to time determine, *provided, however*, if the vote of the Members is required at such meeting, then written notice of the meeting to all Members shall be given by, or at the direction of, the person or persons calling such meeting at least five (5) days prior to

the date of giving of such notice. Such notice shall specify the purpose of the meeting and be given by sending a copy thereof by email or facsimile transfer, by receipted hand delivery or by reputable overnight courier, or by certified mail return receipt requested to each Member. Such notice shall specify the place, day and hour of the meeting.

7.3 Waiver of Notice. A waiver of notice, in writing, signed by the person or persons entitled to such notice, whether before or after the date stated therein, shall be deemed equivalent to the giving of such notice. Notice of a meeting need not be given to a Member who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that Member. Unless otherwise required by law, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting.

7.4 Quorum. With respect to any meeting of Members, the presence in person or by proxy of the holders of a majority of the issued and outstanding Membership Interests of the Company shall constitute a quorum with respect to matters that require that vote of the Members, if applicable, in accordance with this Agreement or the Act. Members present at a duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough issued and outstanding Membership Interests entitled to vote to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those Members present may adjourn the meeting to such time and place as they may determine.

7.5 Telephonic Meetings. One (1) or more Members may participate in any regular or special meeting of the Members by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other.

7.6 Voting Power and Rights. The holders of Class A1 Membership Interests, Class A Membership Interests, Class B Membership Interests, and Class C Membership Interests shall be entitled to vote on all matters required by law or by the Articles of Organization or this Agreement to be voted upon or approved by the Members. Holders of Class D Membership Interests shall not have the right to vote on matters requiring a vote of Members of the Company. The Members shall be entitled to vote at any regular or special meeting of the Members. To the extent a matter must be voted upon by all Members, all actions or votes with respect to such matter shall be a valid and effective act of the Company upon the consent of Members holding a majority of all the issued and outstanding Membership Interests.

7.7 Proxies. At all meetings of Members holders of Membership Interests may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Article 8.
CONTRIBUTIONS TO THE COMPANY; CAPITAL ACCOUNTS; RIGHTS AND PREFERENCES

8.1 Members' Capital Contributions. Each Member shall make the contributions described on Exhibit 8.1 hereto on or before the Closing Date, as its share of the initial capital contribution.

8.2 Additional Contributions. Except as set forth in Section 8.1, no Equity Owner shall be required to make any additional capital contributions. To the extent approved by the Managers, from time to time, the Equity Owners may be permitted to make additional capital contributions if and to the extent they so desire, and if the Managers determine that such additional capital contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification). In such event, the Equity Owners shall have the opportunity (but not the obligation) to participate in such additional capital contributions on a pro rata basis in accordance with the Sharing Ratio.

8.3 Capital Accounts. A separate capital account will be maintained for each Equity Owner. The manner in which capital accounts are to be maintained pursuant to this Section 8.3 shall comply with the requirements of Section 704(b) of the Code and the Regulations promulgated thereunder.

8.4 Membership Interests. The Members have authorized the issuance of 16,666,666 units of Membership Interest in the Company, 10,620,012 of which shall be Class A Membership Interests, 1,179,988 of which shall be Class A1 Membership Interests, 2,000,000 of which shall be Class B Membership Interests, 1,200,000 of which shall be Class C Membership Interests, and 1,666,666 of which shall be Class D Membership Interests. The ownership by a Member of units of Membership Interest shall entitle such Member to all of the rights of a Member as provided by the Act or as set forth in this Agreement. Holders of Class D Membership Interests shall not have the right to vote on matters requiring a vote of Members of the Company. The Manager may, from time to time, authorize and issue additional units of Membership Interests in the Company with the rights, preferences, restrictions and privileges as determined by the Manager.

8.5 Class B and Class D Anti-Dilution Protection. In the event the Company shall, at any time after the date of issuance of Class B Membership Interests or Class D Membership Interests, as the case may be, issue additional Class B Membership Interests or Class D Membership Interests without consideration or for a consideration per unit less than the price per Class B Membership Interests paid by a holder of Class B Membership Interests or the price per Class D Membership Interests paid by a holder of Class D Membership Interests, as the case may be (the "Lower Price"), such holder shall be entitled to receive, concurrently with such issuance, that number of additional Class B Membership Interests or Class D Membership Interests that, when added to such holder's purchased Class B Membership Interests or Class D Membership Interests, equal an aggregate amount of Class B Membership Interests that would have

been issued had the holder originally purchased Class B Membership Interests or Class D Membership Interests at the appropriate Lower Price; provided that if such issuance was without consideration, then the Company shall be deemed to have received an aggregate of one-tenth of a cent (\$.001) of consideration for all such additional Class B Membership Interests or Class D Membership Interests issued.

8.6 Class B Approval Rights. Except as set forth below, the Company shall not take the following actions (collectively, the “Class B Approval Actions”) without the Requisite Class B Approval (as defined in this Section 8.6): (i) authorize or create (by reclassification or otherwise) any new class or series of membership interests having participation or other voting rights senior to the Class B Membership Interests; (ii) incur debt (which does not include accounts payable, inventory management, or ordinary operating expenses) in excess of \$250,000.00, except for that certain Line of Credit Promissory Note in the principal amount of \$5,000,000 executed and delivered to Dr. Ira Trocki; (iii) authorize any salary in excess of \$150,000 annually for any employee or contractor of Company; (iv) authorize, approve or effect any Reorganization or any other consolidation, merger or sale of the Company or any of its subsidiaries or all or substantially all of its assets, in one transaction or a series of related transactions, on terms that do not provide the Class B Membership Interests with an aggregate consideration (including any prior dividends or distributions) equal to not less than 1.5x the amount of their aggregate Unreturned Capital; (v) authorize, approve or effect any liquidation, dissolution, or other winding up of the Company pursuant to Article 11 of this Agreement; or (vi) authorize any salary or other compensation to either of the Principals at any time before the Company has established adequate available cash flow from its operations to support payment of such compensation to the Principals; *provided, however*, thereafter, any salary or other compensation paid to each Principal shall not exceed \$150,000 annually without the Requisite Class B Approval. “Requisite Class B Approval” shall mean: the written consent or affirmative approval of holders of a majority of the then issued and outstanding Class B Membership Interests. Notwithstanding the above, once all holders of Class B Membership Interests have received aggregate distributions equal to one hundred fifty percent (150%) of their Unreturned Capital, the Requisite Class B Approval shall no longer be required for the actions set forth in Sections 8.6(ii), 8.6(iii), 8.6(iv), and 8.6(vi) (except that with respect to Section 8.6(vi), the compensation payable to the Principals must always be reasonable in light of the Company’s operations and revenue as well as market rates for similar services).

8.7 Information Rights. Holders of Class B Membership Interests, Class C Membership Interests, and Class D Membership Interests shall be entitled to receive (i)

unaudited annual financial statements within 120 days following year-end; and (ii) unaudited quarterly financial statements within 45 days following quarter-end.

8.8 Observer Rights. Holders of at least 150,000 Class B Membership Interests and holders of at least 62,500 Class D Membership Interests shall be entitled to observer rights at all meetings of management of Company.

Article 9. ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 Allocations of Profits and Losses from Operations. The net profits and net losses of the Company for each fiscal year will be allocated in accordance with the Sharing Ratio.

a. Profits. After giving effect to the special allocations set forth in Sections 9.1(c), (d) and (g)(i), Profits for any taxable year shall be allocated pro rata and pari passu among the Members based on their Sharing Ratios as follows:

i. Previous Losses. First, to the Members to the extent that the amount of Losses allocated to such Members pursuant to Section 9.1(b) for the taxable year and all previous taxable years exceeds the aggregate Profits allocated to such Members pursuant to this Section 9.1a.i(i) for the taxable year and all previous taxable years;

ii. Balance. The balance, if any, to the Members and Transferees in accordance with their Sharing Ratios.

b. Losses. After giving effect to the special allocations set forth in Sections 9.1(c) and (d), Losses for any taxable year shall be allocated pro rata and pari passu among the Members based on their Sharing Ratios as follows:

i. General. Except as provided in Sections 9.1(b)(ii) and (c), to the Members in accordance with their Sharing Ratios; and

ii. Previous Profits. Except as provided in Section 9.1(c), to the extent Profits have been allocated pursuant to Section 9.1(a)(ii) for any prior year, Losses shall be allocated first to offset any Profits allocated pursuant to Section 9.1(a)(ii) for any prior year (*in each case*, pro rata among the Members in proportion to their share of the Profits being offset). To the extent any allocations of Profits are offset pursuant to this Section 9.1(b)(ii) such allocations shall be disregarded for the purposes of computing subsequent allocations pursuant to this Section 9.1(b) and Section 9.1(c).

c. Limitation on Losses. The Company Losses allocated pursuant to Section 9.1(b) shall not exceed the maximum amount of Losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any taxable year. If some but not all of the Members would have Adjusted Capital

Account Deficits as a consequence of an allocation of Losses pursuant to Section 9.1b, the limitation set forth in this Section 9.1c shall be applied on a Person by Person basis so as to allocate the maximum permissible Loss to each Member under Reg. § 1.704-1(b)(2)(ii)(d). To the extent the Members are allocated Losses pursuant to this Section 9.1c, the Members shall be allocated Profits to the extent of Losses previously allocated to them under this Section 9.1(c) (reduced by allocations of Profits under this Section 9.1c9.1(c) for all prior years) in inverse order to the manner in which such Losses were allocated.

d. Special Allocations.

i. Qualified Income Offset. If any Member unexpectedly receives any adjustments, allocations or distributions described in Reg. § 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Company income and gain shall be specially allocated to each such Member (consisting of a pro rata portion of each item of Company income, including gross income, and gain for the year) in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 9.1(d)(i) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 9.1 have been tentatively made as if this Section 9.1(d)(i) were not in the Agreement. The provisions of this Section 9.1d.i are intended to comply with the requirements of Reg. § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

ii. Imputed Interest. To the extent the Company has taxable interest income with respect to any promissory note pursuant to Code § 483 or §§ 1271 through 1288:

(a) Such interest income shall be specially allocated to the Member to whom such promissory note relates; and

(b) The amount of such interest income shall be excluded from the capital contributions credited to such Member's capital account in connection with payments of principal with respect to such promissory note.

iii. Basis Increases. In the event the adjusted tax basis of any Code § 38 property that has been placed in service by the Company is increased pursuant to Code § 50(c), such increase shall be specially allocated among the Members (as an item in the nature of income or gain) in the same proportions as the investment tax credit that is recaptured with respect to such property is shared among the Members under Reg. § 1.47-6.

iv. Basis Reductions. Any reduction in the adjusted tax basis (or cost) of Company Code § 38 property pursuant to Code § 50(c) shall be specifically allocated among the Members (as an item in the nature of expenses or losses) in the same proportions as the basis (or cost) of such property is allocated pursuant to Reg. § 1.46-3(f)(2)(i).

v. Minimum Gain Chargeback. Notwithstanding any other provision of this Section 9.1, if there is a net decrease in Company Minimum Gain during any Company taxable year, this minimum gain chargeback requirement applies and each Member shall be specially allocated items of Company income and gain for such year equal to that Member's share of the net decrease in Company Minimum Gain subject, however, to the exceptions and waiver provided for in Reg. § 1.704-2(f)(2) through (5). Allocations pursuant to the previous sentence shall be made in an amount determined in accordance with Reg. § 1.704-2(g)(2). The items to be so allocated shall be determined in accordance with Reg. §§ 1.704-2(f)(6) and -2(j)(2)(i) through (iii). This Section 9.1(d)(v) is intended to comply with the minimum gain chargeback requirement in such section of the regulations and shall be interpreted consistently therewith. To the extent permitted by such regulations and for purposes of this Section 9.1d.v only, each Member's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Section 9.1 with respect to such taxable year and without regard to any net decrease in Member Minimum Gain during such taxable year.

vi. Member Minimum Gain Chargeback. Notwithstanding any other provision of this Section 9.1 (except Section 9.1(d)(v) if there is a net decrease in Member Minimum Gain, each Member who has a share of the Member Minimum Gain as of the beginning of the year shall be specially allocated items of Company income and gain for such year (and, if necessary, for subsequent years) equal to that Member's share of the net decrease in Member Minimum Gain subject, however, to the exceptions provided for in Reg. § 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in an amount determined in accordance with Reg. § 1.704-2(g)(2). The items to be so allocated shall be determined in accordance with Reg. §§ 1.704-2(i)(4) and -2(j)(2)(ii) through (iii). This Section 9.1(d)(vi) is intended to comply with the minimum gain chargeback requirement in such section of the regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 9.1d.vi each Member's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Section 9.1 with respect to such taxable year, other than allocations pursuant to Section 9.1(d)(v) hereof.

vii. Code § 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset under Code §§ 732(d), 734(b) or 743(b) is required, pursuant to Reg. § 1.704-1(b)(2)(iv)(m), to be taken

into account in determining capital accounts, the amount of such adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their capital accounts are required to be adjusted pursuant to such section of the regulations.

viii. Nonrecourse Deductions. Nonrecourse Deductions for any taxable year or other period shall be specially allocated among the Members in proportion to their Percentage Interest.

ix. Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any taxable year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Reg. § 1.704-2(i).

x. Gross Income Allocation. If any Member has a deficit capital account at the end of any Company taxable year which is in excess of the sum of: (1) the amount such Member is obligated to restore pursuant to any provision of this Agreement; and (2) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Reg. §§ 1.704-2(g)(i) and -2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 9.1d.x shall be made if and only to the extent that such Member would have a deficit capital account in excess of such sum after all other allocations provided for in this Section 9.1 have been made as if this Section 9.1(d)(x) and Section 9.1d.i hereof were not in the Agreement.

e. Curative Allocations.

i. Regulatory Allocations. The “Regulatory Allocations” consist of the “Basic Regulatory Allocations”, as defined in Section 9.1(e)(ii) hereof, the “Nonrecourse Regulatory Allocations”, as defined in Section 9.1(e)(iii) hereof, and the “Member Nonrecourse Regulatory Allocations”, as defined in Section 9.1e.iv hereof.

ii. Basic Regulatory Allocations. The “Basic Regulatory Allocations” consist of allocations pursuant to Sections 9.1(d)(ii), (vii) and (x) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss, and deduction among the Members so that, to the extent possible, the net

amount of such allocations of other items and the Basic Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 9.1e.ii shall only be made with respect to allocations pursuant to Section 9.1d.vii hereof to the extent the Manager(s) reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

iii. Nonrecourse Regulatory Allocations. The “Nonrecourse Regulatory Allocations” consist of all allocations pursuant to Sections 9.1(d)(v) and 9.1(d)(viii) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss, and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Nonrecourse Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence: (1) no allocations pursuant to this Section 9.1(e)(iii) shall be made prior to the Company taxable year during which there is a net decrease in Company Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Company Minimum Gain, and (2) allocations pursuant to this Section 9.1(e) shall be deferred with respect to allocations pursuant to Section 9.1(d)(8) hereof to the extent the Manager(s) reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Section 9.1d.v hereof.

iv. Member Nonrecourse Regulatory Allocations. The “Member Nonrecourse Regulatory Allocations” consist of all allocations pursuant to Sections 9.1(d)(vi) and 9.1(d)(ix) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Member Nonrecourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss, and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Member Nonrecourse Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Member Nonrecourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence: (1) no allocations pursuant to this Section 9.1e.iv shall be made with respect to allocations pursuant to Section 9.1(d)(ix) relating to a particular Member Nonrecourse Debt prior to the Company taxable year during which there is a net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by

such net decrease in Member Minimum Gain, and (2) allocations pursuant to this Section 9.1(e)(iv) shall be deferred with respect to allocations pursuant to Section 9.1(d)(ix) hereof relating to a particular Member Nonrecourse Debt to the extent the Manager(s) reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Section 9.1(d)(vi) hereof.

v. Order of Allocations. The Manager(s) shall have reasonable discretion, with respect to each Company taxable year, to (1) apply the provisions of Sections 9.1(e)(ii), (iii) and (iv) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (2) divide all allocations pursuant to Sections 9.1(e)(ii), (iii) and (iv) hereof among the Members in a manner that is likely to minimize such economic distortions.

f. Tax Allocations.

i. Code § 704(c) Allocations. In accordance with Code § 704(c) and the regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

ii. Allocations To Reflect Revaluations. In the event the Gross Asset Value of any Company Property is adjusted, subsequent allocations of depreciation, amortization, other cost recovery deductions, and gain or loss, as computed for tax purposes, with respect to such property shall take account of any variation between the adjusted basis of such property for federal income tax purposes and its Gross Asset Value in the same manner as variations between the adjusted basis of such property to the Company for federal income tax purposes and such property's initial Gross Asset Value are taken into account in determining the Members' shares of tax items under Section 9.1(f)(i).

iii. Elections. Any elections or other decisions relating to the allocations in this Section 9.1f shall be made by the Manager(s) in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 9.1(f) are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Person's capital account or share of Profits, Losses, other items, or distributions pursuant to any provisions of this Agreement.

g. Credit Allocations.

i. Allocations. The basis (or cost) of any Company Code § 38 property shall be allocated among the Members in accordance with Reg. § 1.46-3(f)(2)(i). All tax credits (other than the investment tax credit) shall be allocated among the Members in accordance with Reg. § 1.704-1(b)(4)(ii).

ii. Recapture. In the event Company Code § 38 property is disposed of during any taxable year, Profits for such taxable year (and, to the extent such Profits are insufficient, Profits for subsequent taxable years) in an amount equal to the excess, if any, of (1) the reduction in the adjusted tax basis (or cost) of such property pursuant to Code § 50(c), over (2) any increase in the adjusted tax basis of such property pursuant to Code § 50(c) caused by the disposition of such property, shall be excluded from the Profits allocated pursuant to Section 9.1(a) hereof and shall instead be allocated among the Members and Transferees in proportion to their respective shares of such excess, determined pursuant to Sections 9.1(d)(iii) and (iv) hereof. In the event more than one item of such property is disposed of by the Company, the foregoing sentence shall apply to such items in the order in which they are disposed of by the Company, so that Profits equal to the entire amount of such excess with respect to the first such property disposed of shall be allocated prior to any allocations with respect to the second such property disposed of, and so forth.

h. Income Tax Consequences. The Members are aware of the income tax consequences of the allocations made by this Section 9.1 and hereby agree to be bound by the provisions of this Section 9.1 in reporting their share of Company Profit and Loss for income tax purposes.

i. Transfer of Ownership Interests. Subject to Code § 706, if any Ownership Interest is transferred during a Company accounting year, that part of the Company's Profits and Losses (including, for income tax purposes, all items of income, gain, loss and deduction) and items of Company Credit allocated pursuant to this Section 9.1 with respect to the interest so transferred shall be allocated between the transferor and the transferee who acquires such interest in proportion to the number of days in such year during which each owned such interest as disclosed in the Company's records. Subject to Code § 706, the allocation required by this Section 9.1(i) shall be made without regard: (a) to the results of Company operations during particular periods of such Company accounting year or (b) to Company distributions made to the transferor or transferee. Notwithstanding the foregoing, but subject to Code § 706, items of Company Profit or Loss earned or incurred on the sale, exchange or other disposition of any Company asset other than in the ordinary course of the Company's business, and items of Company credit, shall be allocated to the Member owning the Ownership Interest at the time of the closing of said sale, exchange or other disposition of such Company asset other than

in the ordinary course of the Company's business, or at the time the property with respect to which a credit is allowed is placed in service.

9.2 Distributions.

a. All non-liquidating distributions of Distributable Cash shall be made to the Equity Owners as follows:

i. First, an amount equal to the Unreturned Capital of each holder of Class B Membership Interests except with respect to all distributions attributable to the sale of license 402R-00847 located at 1411 Hecla Way, Louisville Colorado or the business operating under such license, which proceeds shall be distributed in accordance with Section 9.2(a)(ii) below;

ii. Second, in accordance with the Sharing Ratios; *provided, however* that the aggregate amount of any distributions made to holders of Class A Membership Interests and Class A1 Membership Interests shall be divided equally between holders of Class A Membership Interests and Class A1 Membership Interests. By way of example only, if the total amount of Distributable Cash to be distributed to all Members is \$100, and at the time holders of Class A Membership Interests and Class A1 Membership Interests hold an aggregate Sharing Ratio of ninety percent (90%), the holders of Class A Membership Interests shall receive forty-five dollars (\$45) and holders of Class A1 Membership Interests shall receive forty-five dollars (\$45).

b. All distributions following a liquidation or Reorganization shall be made to the Equity Owners as follows:

i. First, (A) in the event Company received at least \$2,000,000 in gross cash proceeds through the sale of Class B Membership Interests by August 31, 2021, an amount equal to the Unreturned Capital of each holder of Class B Membership Interests, (B) in the event Company received between \$1,500,000 and \$1,999,999 in gross cash proceeds through the sale of Class B Membership Interests by August 31, 2021, an amount equal to two (2) times the Unreturned Capital of each holder of Class B Membership Interests, (C) in the event Company received between \$1,000,000 and \$1,499,999 in gross cash proceeds through the sale of Class B Membership Interests by August 31, 2021, an amount equal to three (3) times the Unreturned Capital of each holder of Class B Membership Interests, and (D) in the event Company received less than \$1,000,000 in gross cash proceeds through the sale of Class B Membership Interests by August 31, 2021, an amount equal to four (4) times the Unreturned Capital of each holder of Class B Membership Interests; except with respect to all proceeds attributable to the sale of license 402R-00847 located at 1411 Hecla Way, Louisville Colorado or

the business operating under such license, which proceeds shall be distributed in accordance with Section 9.2(b)(ii) below;

ii. Second, an amount equal to the Unreturned Capital of each holder of Class D Membership Interests plus an amount equal to a twenty percent (20%) annual return on the amount originally paid by such holders for their Class D Membership Interests; and

iii. Third, in accordance with the Sharing Ratios; *provided, however* that the aggregate amount of any distributions made to holders of Class A Membership Interests and Class A1 Membership Interests shall be divided equally between holders of Class A Membership Interests and Class A1 Membership Interests. By way of example only, if the total amount of Distributable Cash to be distributed to all Members is \$100, and at the time holders of Class A Membership Interests and Class A1 Membership Interests hold an aggregate Sharing Ratio of ninety percent (90%), the holders of Class A Membership Interests shall receive forty-five dollars (\$45) and holders of Class A1 Membership Interests shall receive forty-five dollars (\$45).

9.3 Mandatory Tax Distributions.

(a) Within ninety (90) days, or as soon thereafter as practicable, after the end of each taxable year of the Company (or, in the Managers' discretion, such earlier date as individual taxpayers are required to make estimated tax payments), the Company shall calculate and distribute to each Member such Member's Mandatory Tax Distribution Amount; provided, however, that the distribution of any Mandatory Tax Distribution Amount shall be deferred, on a pro rata basis based on each Member's Mandatory Tax Distribution Amount, in the Managers' discretion if the Company does not have sufficient cash on hand to fund such Mandatory Tax Distribution Amount or the payment of any Mandatory Tax Distribution Amount would cause a default under the terms of any funded indebtedness of the Company. The deferral shall continue until such time as the Managers determine that sufficient cash to fund the Mandatory Tax Distribution Amount is available or the payment of such Mandatory Tax Distribution Amount would not cause a default under the terms of any funded indebtedness. The "Mandatory Tax Distribution Amount" for each Member for each taxable year means an amount equal to the excess of (i) the product of (A) the net taxable income of the Company allocated to (or reasonably estimated to be allocable to) such Member for the taxable year attributable to the items allocated to such Member under Section 9.1 of this Agreement multiplied by (B) the sum of the maximum federal individual income tax rate and the maximum combined state and local individual income tax rate to which any Member (or, if any Member is a pass-through entity for federal income tax purposes, any owner of such pass-through entity) is subject (less the effect of the deduction of state and local income taxes on the federal return, assuming no limitation of such deduction under Section 68 of the Code), taking into account for this purpose the character of items

allocated to such Member as ordinary income or capital gain, over (ii) the sum of the aggregate Mandatory Tax Distribution Amounts previously distributed to such Member with respect to such taxable year and the aggregate distributions previously made to such Member pursuant to Section 9.2 with respect to such taxable year.

(b) Solely for purposes of this Section 9.2, if a Member is allocated a net loss for federal income tax purposes under Section 9.1 to this Agreement for any taxable year or period of the Company (calculated under the principles described in clause (i) of Section 9.3(a)) beginning after the date of this Agreement, such net loss shall be offset against, and shall reduce the net income allocated (or reasonably estimated to be allocable, as provided under Section 9.2(a)) to such Member under Section 9.1 of this Agreement in subsequent taxable years of the Company (until such net loss is exhausted) for purposes of calculating the Mandatory Tax Distribution Amount for such Member for such subsequent fiscal quarters.

(c) Any distributions under this Section 9.3 shall offset the next distribution(s) due to the Member under Section 9.2 on a dollar-for-dollar basis and shall be deemed to have been made under the applicable provision(s) thereof. It is the intent of the Members that distributions made pursuant to this Section 9.3 are not intended to change the aggregate distribution amounts that each Member is entitled to receive pursuant to Section 9.2. Accordingly, notwithstanding anything to the contrary contained herein, the Managers shall apply distributions made pursuant to this Section 9.3 in such manner as is necessary to produce such result.

(d) Any distributions under this Section 9.3 shall not count toward the distributions to Class B Membership Interests under Sections 9.2(a)(i) or 9.2(b)(i) of this Agreement.

(e)

9.4 Accounting Principles. The profits and losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis using the accrual method of accounting.

9.5 Interest On and Return of Capital Contributions. No Equity Owner shall be entitled to interest on its capital contribution or to return of its capital contribution, except as otherwise specifically provided for herein.

9.6 Loans to Company. Nothing in this Operating Agreement shall prevent any Equity Owner from making secured or unsecured loans to the Company by agreement with the Company.

9.7 Accounting Period. The Company's accounting period shall be the calendar year.

9.8 Tax Matters Member. Brandon Banks is hereby appointed as the tax matters partner within the meaning of Section 6231(a)(7) of the Code (the “Tax Matters Partner”) prior to the effective date of the amendment by the Revised Partnership Audit Procedures, and as the “partnership representative” of the Company for any tax period subject to the provisions of Section 6223 of the Code, as amended by the Revised Partnership Audit Procedures (in each such capacity, the “Tax Matters Representative”) after the effective date of the Revised Partnership Audit Procedures, and in such capacity shall represent the Company in any disputes, controversies or proceedings with the Internal Revenue Service (the “IRS”) or with any state, local, or non-U.S. taxing authority and is hereby authorized to take any and all actions that it is permitted to take by applicable law when acting in that capacity. The Members acknowledge and agree that it is the intention of the Members to minimize any obligations of the Company to pay taxes and interest in connection with any audit of the Company, including, if the Tax Matters Representative so determines, by means of elections under Section 6226 of the Code and/or the Members filing amended returns under Section 6225(c)(2) of the Code, in each case as amended by the Revised Partnership Audit Procedures. The Members agree to cooperate in good faith, including by timely providing information requested by the Tax Matters Representative and making elections and filing amended returns requested by the Tax Matters Representative, and by paying any applicable taxes, interest and penalties, to give effect to the preceding sentence. The Company shall make any payments it may be required to make under the Revised Partnership Audit Procedures and, in the Tax Matters Representative’s discretion, allocate any such payment among the current or former Members of the Company for the “reviewed year” to which the payment relates in a manner that reflects the current or former Members’ respective interests in the Company for that year and any other factors taken into account in determining the amount of the payment. To the extent payments are made by the Company on behalf of or with respect to a current Member in accordance with this Section 9.14(a), such amounts shall, at the election of the Tax Matters Representative, (i) be applied to and reduce the next distribution(s) otherwise payable to such Member under this Agreement or (ii) be paid by the Member to the Company within thirty (30) days of written notice from the Tax Matters Representative requesting the payment. In addition, if any such payment is made on behalf of or with respect to a former Member, that Member shall pay over to the Company an amount equal to the amount of such payment made on behalf of or with respect to it within thirty (30) days of written notice from the Tax Matters Representative requesting the payment. Any cost or expense incurred by the Tax Matters Representative in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, will be paid by the Company. The provisions contained in this Section 9.14 shall survive the dissolution of the Company and the withdrawal of any Member or the transfer of any Member’s interest in the Company and shall apply to any current or former Member. For purposes hereof, “Revised Partnership Audit Procedures” means the provisions of Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114-74 (together with any subsequent amendments thereto, Regulations promulgated thereunder, and published administrative interpretations thereof).

9.9 The Tax Matters Partner or the Tax Matters Representative, as applicable, shall keep the Members informed of any proceedings relating to tax matters and any election made pursuant to the Revised Partnership Audit Procedures

9.10 Any reasonable costs incurred by the Tax Matters Partner for retaining accountants or lawyers on behalf of the Company in connection with any Internal Revenue Service audit of the Company shall be expenses of the Company. Any accountants or lawyers retained by the Company in connection with an Internal Revenue Service audit of the Company shall be selected by the Tax Matters Partner and the reasonable fees therefor shall be expenses of the Company.

9.11 Right to Make Section 754 Election. The Tax Matters Member may make, on behalf of the Company, an election in accordance with Code Section 754, so as to adjust the basis of Company property in the case of a distribution of property within the meaning of Code Section 734, and in the case of a transfer of a Company Interest within the meaning of Code Section 743. Each Member shall, upon request of the Tax Matters Member, supply the information necessary to give effect to such an election.

Article 10.

PREEMPTIVE RIGHTS; TRANSFERABILITY

10.1 Preemptive Rights. Each Member shall have a preemptive right to purchase its pro rata share of all equity and debt securities that the Company may, from time to time, propose to sell and issue after the date of this Agreement, other than any equity securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition or similar business combination. Each Member's pro rata share shall equal his or her then existing Sharing Ratio. If the Company proposes to issue any Membership Interests, it shall give each Member written notice of its intention, including a description of the securities, the price and the terms and conditions of the offering. Each Member shall then have 15 business days from the giving of such notice to give written notice of his or her decision to purchase its pro rata share of the equity securities in accordance with the stated terms. If not all of the Members elect to purchase their pro rata shares of the equity securities offered, then the Company shall have 90 days thereafter to sell the equity securities in respect of which the Members' rights were not exercised at a price and upon terms no more favorable to the purchasers than specified in the Company's notice to the Members.

10.2 General.

a. Except as otherwise specifically provided herein, no Equity Owner shall have the right to transfer the Equity Owner's Economic Interest.

b. Each Equity Owner hereby acknowledges the reasonableness of the restrictions on sale and gift of Ownership Interests imposed by this Operating Agreement in view of the Company purposes and the relationship of the Equity Owners. Accordingly, the restrictions on transfer, sale and gift contained herein shall be specifically enforceable.

c. In the event that any Equity Owner pledges or otherwise encumbers any of its Ownership Interest as security for repayment of a liability, any such pledge or hypothecation shall be made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all the terms and conditions of this Article 10, and the pledging Equity Owner shall provide notice of such pledge or encumbrance to the Managers.

d. Following the death of a Member, the estate of the deceased Member shall be entitled to receive the deceased Member's Economic Interest only and shall not be entitled to any other portion of the deceased Member's Ownership Interest without the prior written consent of all Members.

e. Optional Purchase and Sale of Company Interest.

i. Upon the death of a Member, at the discretion of the Manager(s), the Company may purchase, and the deceased Member's estate would be obligated to sell to the Company, the deceased Member's interest for the fair market value of such interest at the time of death. The purchase, if required hereunder may be in one lump sum or pursuant to a promissory note, the maturity of which shall not exceed five (5) years from the date on which it is made by the Company, all subject to applicable law.

ii. The selling Member and the Company shall attempt in good faith to agree upon the fair market value per Membership Interest as of the date of death. If the Company and selling Member cannot agree on the fair market value within 60 days following the death of such Member (the "Appraiser Date"), the Appraised Value of the Company shall be determined by an appraiser. The Company and selling Member shall attempt in good faith to agree on the identity of one appraiser to value the Membership Interests. If such agreement is not possible, the selling Member and the Company shall each select one appraiser and the two thus selected shall select a third appraiser, who shall provide an appraisal that shall be binding on all parties. The appraiser selections shall be complete no later than 30 days following the Appraiser Date. The appraiser shall determine the fair market value of the Company as a going concern as of the date of death. The "Appraised Value" of the Company for purposes of this Agreement shall be the value determined by the appraiser. Copies of the appraisal reports shall be promptly delivered to the Company and each Member. The price per Membership Interest for units purchased pursuant to this Section 10.2 shall be the Appraised Value of the Company, divided by the number of Membership Interests outstanding on the date the death occurred. The cost of the appraisal shall be borne by the selling Member.

10.3 Right of First Refusal.

a. A Selling Equity Owner which desires to transfer or sell all or any portion of its Ownership Interest to a third party purchaser other than the Company or a Member shall obtain from such third party purchaser (“Third Party Purchaser”) a bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor (“Third Party Offer”). The Selling Equity Owner shall give written notification (“Notice of Sale”) to the Company and each of the other Equity Owners who are Members (the “Remaining Members”), by certified mail or personal delivery, of its intention to so transfer such Ownership Interest (the “Offered Interest”). The Notice of Sale shall be accompanied by a copy of the Third Party Offer. If any portion of the purchase price offered by such third party purchaser consists of consideration other than cash or a promissory note (“Non-cash Consideration”), then: (x) the Notice of Sale also shall be accompanied by a good faith estimate by the Selling Equity Owner of the fair market value of the Non-cash Consideration, and (y) for purposes of Section 10.3(b) and 10.3(c) the purchase price of the Offered Interest (the “Purchase Price”) shall be adjusted as follows:

i. The Purchase Price shall be decreased by the Non-cash Consideration;

ii. The Purchase Price shall be increased by an amount equal to either (aa) the Selling Equity Owner’s good faith estimate of the fair market value of the Non-cash Consideration (“Seller’s Estimate”) or (bb) in the discretion of the Managers, the appraised fair market value of the Non-cash Consideration determined by an independent appraiser selected by the Managers in their sole discretion. The Managers shall have the sole discretion to choose between the amount determined pursuant to clauses (aa) and (bb) of this subsection 10.3(a)(ii). If the appraised fair market value of the Non-cash Consideration is not determined within 20 days after the Notice of Sale, then such fair market value shall be equal to the amount of the Seller’s Estimate.

b. The Remaining Members that hold Membership Interests (the “Eligible Buyers”) shall have the option (“Buy Option”) to purchase all, but not less than all of the Offered Interest, on a basis pro rata to the Sharing Ratios of the Eligible Buyers exercising such option pursuant to this Section 10.3(b). The Buy Option may be exercised by one or more of the Eligible Buyers by giving written notification (“Buy Notice”) to the Selling Equity Owner within thirty (30) days after receiving the Notice of Sale. Each Eligible Buyers which timely gives a Buy Notice (“Buying Member”) shall purchase such portion of the Offered Interest which is equal to the relative Sharing Ratios of all of the Buying Members. If there are no Buying Members, the Buy Option shall terminate and the Company shall be given notice (the “Company Option Notice”) of the right to purchase the Offered Interests on the same terms as the Third Party Offer by giving written notice to the Selling Equity Owner within thirty (30) days after receiving the Company Option Notice (the “Option Period”). If the Company does not exercise its right to purchase the Offered Interest, then at any time within 90 days following the expiration of the Option Period, the Selling Equity Owner shall be entitled to consummate the sale of the Offered Interest to the Third Party Purchaser or

one or more of its Affiliates upon terms no less favorable than are set forth in the Third Party Offer.

c. If there is at least one Buying Member or the Company elects to purchase the Offered Interests (i) the Buying Members or Company, as the case may be, shall designate the time, date and place of closing, provided that the date of closing shall be within thirty (30) days after the receipt of the Buy Notice or the Company Option Notice, as the case may be, and (ii) at the closing, the Buying Members or the Company shall purchase, and the Selling Equity Owner shall sell, the Offered Interest for an amount equal to the Purchase Price (as modified in accordance with Section 10.3(a)(i) and (ii)) and in accordance with such other terms and conditions set forth in the Third Party Offer.

d. A sale of an Offered Interest pursuant to this Section 10.3, shall be subject to Section 10.4 and Section 10.5.

10.4 Transferee Not Member in Absence of Consent.

a. Except as provided in this Section 10.4(a), if all Members do not approve of the proposed sale of the Transferring Equity Owner's Ownership Interest to a transferee which is not a Member immediately prior to the sale, then the proposed transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. Such transferee shall be merely an Economic Interest Owner. No transfer of a Member's Membership Interest (including any transfer of the Economic Interest or any other transfer which has not been approved as provided herein) shall be effective unless and until written notice (including the name and address of the proposed, transferee and the date of such transfer) has been provided to the Company and the non-transferring Members. Notwithstanding anything to the contrary herein, any gift by a Member which is permitted under Section 10.6 and made in accordance with Section 10.5(a) shall automatically constitute the transferee as a Member.

b. Upon and contemporaneously with any sale or gift of a Member's Ownership Interest the transferring Equity Owner shall cease to have any residual rights associated with the Ownership Interest transferred to the transferee.

10.5 Additional Conditions to Recognition of Transferee.

a. If a transferring Equity Owner sells or gifts an Ownership Interest to a Person who is not already Member, as a condition to recognizing one or more of the effectiveness and binding nature of such sale or gift (subject to Section 10.4, above), the remaining Members may require the transferring Equity Owner and the proposed successor-in-interest to execute, acknowledge and deliver to the Managers such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Managers may deem necessary or desirable to accomplish any one or more of the following:

i. constitute such successor-in-interest as an Equity Owner;

ii. confirm that the proposed successor-in-interest as an Economic Interest owner, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Operating Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member or will merely be an Economic Interest owner);

iii. preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;

iv. maintain the status of the Company as a partnership for federal tax purposes; and

v. assure compliance with any applicable state and federal laws including securities laws and regulations.

b. Any sale or gift of an Ownership Interest and admission of a Member in compliance with this Article 10 shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given. The transferring Equity Owner hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article 10.

10.6 Gifts of Ownership Interests. A Gifting Member may gift all or any portion of its Ownership Interest (without regard to Section 10.3(a) and 10.3(b)); provided, however, that the successor-in-interest ("donee") complies with Section 10.5(a) and; further, provided, that the donee is either the Gifting Member's spouse, former spouse, parent, sibling or lineal descendent (including adopted children).

10.7 Permitted Transfers. Notwithstanding anything to the contrary contained herein, any individual Member may transfer all or any portion of his or her Membership Interest to any entity effectively controlled by such Member or the spouse or lineal descendants of such Member and any entity Member may transfer all or any portion of its Membership Interest to any individual that effectively controls such entity or to another entity effectively controlled by the individual that controls such entity.

10.8 Drag-Along. In the event that the holders of at least a Majority Interest (the "Selling Majority Members") elect to sell all of their Member Interests in a single or related series of transactions, the other Members (referred to in this Section 10.8 as the "Minority Members") must, upon the request of the Selling Majority Members, sell their Membership Interests to the proposed buyer on the same terms as those to be received by the Selling Majority Members; *provided, however*, the Requisite Class B Approval shall be required in the event such proposed transaction or related series of transactions is on terms that do not provide the Class B Membership Interests with an aggregate consideration (including any prior dividends or distributions) equal to not

less than 1.5x the amount of their aggregate Unreturned Capital. The Selling Majority Members shall be required to give written notice of any transaction which would give rise to the rights provided under this Section 10.8 (which notice shall include the terms of the transaction) to the Minority Members at least thirty (30) days prior to the intended effective date of such transaction.

10.9 Tag-Along Rights. No Member will transfer Membership Interests representing 50% or more of the issued and outstanding Membership Interests of Company in one transaction or series of similar transactions unless he or she, as the case may be, notifies the other Members of such proposed transfer (which notice shall describe the terms and provisions of such transfer and shall specify the date by which an election to participate therein shall be made) and agrees to permit the other Members (each a “Tag-Along Member”) to participate in such transfer up to an “Equivalent Amount” (as defined below); *provided, however*, the Requisite Class B Approval shall be required in the event such proposed transaction or related series of transactions is on terms that do not provide the Class B Membership Interests with an aggregate consideration (including any prior dividends or distributions) equal to not less than 1.5x the amount of their aggregate Unreturned Capital; *provided, further, however*, that any redemption of Membership Interests by the Company or purchase of Membership Interests by another Member pursuant to other sections of this Agreement will not be subject to this Section 10.9. Each Tag-Along Member shall have at least ten days following notification of such proposed transfer to elect to transfer up to the Equivalent Amount of his or her Membership Interests and all transfers that are made pursuant to this Section 10.9 will be made upon identical terms and will be made simultaneously. For purposes of this Section 10.9, the term “Equivalent Amount” shall be the number of Membership Interests determined by multiplying the total number of Membership Interests to be acquired in the proposed transfer by a fraction, (a) the numerator of which is the number of Membership Interests owned by the Tag-Along Member and (b) the denominator of which is the total number of issued and outstanding Membership Interests.

Article 11.

DISSOLUTION AND TERMINATION

11.1 Dissolution.

a. The Company shall be dissolved only by the written agreement of all Members.

Notwithstanding anything to the contrary in the Act, the Company shall not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of an Equity Owner.

b. As soon as possible following the occurrence of the event specified in Section 11.1(a) effecting the dissolution of the Company, the appropriate representative of the Company shall execute all documents required by the Act at the time of dissolution and file or record such statements with the appropriate officials.

11.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until winding up and any distribution is completed.

11.3 Winding Up, Liquidation and Distribution of Assets.

a. Upon dissolution, an accounting shall be made by the Company's Managers of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

b. If the Company is dissolved and its affairs are to be wound up, the Managers shall:

i. Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute in kind any assets to the Equity Owners).

ii. Allocate any profit or loss resulting from such sales to the Equity Owners' capital accounts in accordance with Article 9 hereof.

iii. Discharge or make adequate provision for all liabilities of the Company, including liabilities to Equity Owners who are also creditors, to the extent otherwise permitted by law, other than liabilities to Equity Owners for distributions and the return of capital, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the capital accounts of the Equity Owners, the amounts of such reserves shall be deemed to be an expense of the Company).

iv. Distribute the remaining assets to the Equity Owners in accordance with Section 9.2(b).

v. If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the capital accounts of the Equity Owners shall be adjusted pursuant to the provisions of Article 9 and Section 8.3 of this Operating Agreement to reflect such deemed sale.

c. Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, if any Equity Owner has a negative capital account (after giving effect to all contributions, distributions, allocations and other capital account adjustments for all taxable years, including the year during which such liquidation occurs), such Equity Owner shall have no obligation to make any capital contribution, and the negative

balance of such Equity Owner's capital account shall not be considered a debt owed by such Equity Owner to the Company or to any other Person for any purpose whatsoever.

d. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

e. The Managers shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets

11.4 Filing or Recording Statements. Upon the conclusion of winding up, the appropriate representative of the Company shall execute all documents required by the Act at the time of completion of winding up and file or record such statements with the appropriate officials.

11.5 Return of Contribution Nonrecourse to Other Equity Owners. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Equity Owner shall look solely to the assets of the Company for the return of its capital contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Equity Owners, such Equity Owners shall have no recourse against any other Equity Owner.

Article 12.

MISCELLANEOUS PROVISIONS

12.1 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Equity Owner's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

12.2 Amendments. This Operating Agreement may not be amended except by the written agreement of at least a Majority Interest, *provided, however*, that no amendment to this Operating Agreement shall be binding on a Member if it (a) adversely affects such Member disproportionately relative to other similarly situated Members; or (b) materially affects the rights, preferences, or privileges of the Class B Members, unless holders of at least a majority of the then issued and outstanding Class B Membership Interests in such class consent in writing to any such amendment.

12.3 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

12.4 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

12.5 Governing Law. This Operating Agreement shall be governed by the laws of the State of Colorado without regard to its principles regarding conflicts of law. The parties hereto acknowledge that the production, sale, manufacture, possession and use of cannabis is illegal under U.S. federal law, including the investment in a company engaging in such activities, and the parties expressly waive any defense to the enforcement of the terms and conditions of this Agreement based upon non-conformance with applicable law relating to cannabis (marijuana) and the cannabis (marijuana) industry.

12.6 Counterparts; Facsimile. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Operating Agreement may be executed by facsimile.

1.2 **[Signatures Contained on Next Page]**

EXHIBIT 8.1

Name	Amount Contributed	Number and Class of Membership Interest	Sharing Ratio
Brandon Banks	\$250,000	10,620,012 Class A	63.72%
Aidan O'Donovan	\$250,000	1,179,988 Class A1	7.08%
Graham Neray	\$125,854	125,854 Class B	0.76%
Adam Palmer	\$90,000	90,000 Class B	0.54%
Chad Carlisle	\$150,000	150,000 Class B	0.90%
101 Bedford Investments LLC	\$250,000	250,000 Class B	1.50%
Zeona McIntyre	\$75,000	75,000 Class B	0.45%
Ryel Kestano	\$100,000	100,000 Class B	0.60%
Noah Halpern	\$15,000	15,000 Class B	0.09%
Aidan O'Donovan	\$597,073	597,073 Class B	3.58%
Brandon Banks	\$597,073	597,073 Class B	3.58%
Dr. Ira Trocki	\$1	1,200,000 Class C	7.20%
[Class D Investors TBD]	\$4,000,000	1,666,666 Class D	10.00
Total	\$6,500,001	16,666,666	100%

Addresses

Name


Address

Brandon Banks
 Aidan O'Donovan
 Graham Neray
 Adam Palmer
 Chad Carlisle
 101 Bedford Investments LLC
 Zeona McIntyre
 Ryel Kestano
 Noah Halpern
 Aidan O'Donovan
 Brandon Banks
 Dr. Ira Trocki
 [Class D Investors TBD]

1.3 CERTIFICATE

The undersigned hereby agree, acknowledge and certify that the foregoing constitutes the Second Amended and Restated Operating Agreement of Nebrina Holdings, LLC adopted by the Members of the Company as of August 15, 2022.

Nebrina Holdings, LLC

By: 
Name: Brandon Banks
Title: Manager

MEMBER:

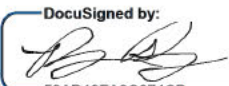
Name Ryel Kestano

Signature 

1.3 CERTIFICATE

The undersigned hereby agree, acknowledge and certify that the foregoing constitutes the Second Amended and Restated Operating Agreement of Nebrina Holdings, LLC adopted by the Members of the Company as of August 15, 2022.

Nebrina Holdings, LLC

DocuSigned by:

By: _____
Name: Brandon Banks
Title: Manager

MEMBER:


Name Aidan O'Donovan _____

Signature  _____
DocuSigned by:
4318BAADD795470...

1.3 CERTIFICATE

The undersigned hereby agree, acknowledge and certify that the foregoing constitutes the Second Amended and Restated Operating Agreement of Nebrina Holdings, LLC adopted by the Members of the Company as of August 15, 2022.

Nebrina Holdings, LLC

By: 
Name: Brandon Banks
Title: Manager

MEMBER:


Name Adam Palmer

Signature 

1.3 CERTIFICATE


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Nebrina Holdings, LLC

By: 
Name: Brandon Banks
Title: Manager

MEMBER:

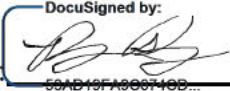
Name Meghan Gill

Signature 

1.3 CERTIFICATE

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Nebrina Holdings, LLC

By: 
Name: Brandon Banks
Title: Manager

MEMBER:

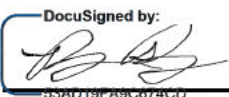
Name Brandon Banks

Signature 

1.3 CERTIFICATE

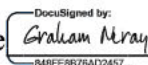
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Nebrina Holdings, LLC

By:  DocuSigned by:
55AD1917A9C674CD...
Name: Brandon Banks
Title: Manager

MEMBER:


Name Graham Neray

Signature  DocuSigned by:
948FE8B76AD2457...

1.3 CERTIFICATE

The undersigned hereby agree, acknowledge and certify that the foregoing constitutes the Second Amended and Restated Operating Agreement of Nebrina Holdings, LLC adopted by the Members of the Company as of August 15, 2022.

Nebrina Holdings, LLC

By: 
Name: Brandon Banks
Title: Manager

MEMBER:

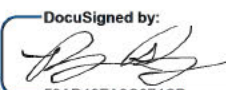
Name Noah Halpern

Signature 

1.3 CERTIFICATE

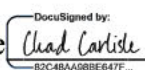
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Nebrina Holdings, LLC

By: 
Name: Brandon Banks
Title: Manager

MEMBER:


Name Chad Carlisle

Signature 

1.3 CERTIFICATE

The undersigned hereby agree, acknowledge and certify that the foregoing constitutes the Second Amended and Restated Operating Agreement of Nebrina Holdings, LLC adopted by the Members of the Company as of August 15, 2022.

Nebrina Holdings, LLC

By: 
Name: Brandon Banks
Title: Manager

MEMBER:

Name & Capacity: Scott Baker Manager

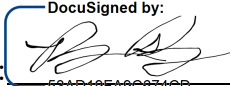
On Behalf Of: 101 Bedford Investments LLC

Signature  _____

1.3 CERTIFICATE

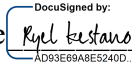
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Nebrina Holdings, LLC

By: 
Name: Brandon Banks
Title: Manager

MEMBER:

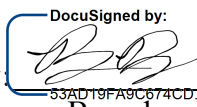
Name Ryel Kestano

Signature 

1.3 CERTIFICATE


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Nebrina Holdings, LLC

By:  DocuSigned by:
53AD19FA9C674CD...
Name: Brandon Banks
Title: Manager

MEMBER:

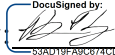
Name Zeona McIntyre

Signature  DocuSigned by:
0ABD16E488224D6...


1.6 CERTIFICATE


The undersigned hereby agree, acknowledge and certify that the foregoing constitutes the Amended and Restated Operating Agreement of Nebrina Holdings, LLC adopted by the Members of the Company as of July __, 2022.

Nebrina Holdings, LLC

By: _____
Name: Brandon Banks
Title: Manager

MEMBERS:

_____
Brandon Banks

_____
Aidan O'Donovan

Graham Neray

Adam Palmer

Chad Carlisle

101 Bedford Investments LLC

By: _____
Name: _____
Title: _____

Zeona McIntyre

Ryel Kestano

Noah Halpern

DocuSigned by:


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Dr. Ira Trocki



**REGULATED CANNABIS BUSINESS LICENSE
OATH OF APPLICANT**

Each Owner with 10% or greater financial interest must complete and sign.

Check Cannabis Application Type: <input checked="" type="checkbox"/> New Business License <input type="checkbox"/> Renew a Business License <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> Manager Registration		
License Type: <input checked="" type="checkbox"/> Retail Store <input type="checkbox"/> Retail Testing Facility <input type="checkbox"/> Co-Located Medical and Retail Store <input type="checkbox"/> Medical Testing Facility <input type="checkbox"/> Co-Located Medical and Retail Testing Facility		
<p>I declare that this entire application packet, including the state application on which the City will rely, statements, and attachments are true, correct, and complete to the best of my knowledge. I am voluntarily submitting this application to the City of Grand Junction under oath and with full knowledge that I may be charged with offering a false instrument for recording, pursuant to C.R.S. 18-5-114, perjury, pursuant to C.R.S. 18-8-501, <i>et seq.</i> or other crimes of deception for intentional omissions and misrepresentations. I understand that any error or omission may constitute grounds for the denial of a license, or if later discovered, the revocation or nonrenewal, of any license issued and the loss of any placeholder issued during the random selection process.</p> <p>I consent to any background investigation necessary to determine my present and continuing suitability pursuant to state and City rules or regulations, and that this consent continues as long as I hold a regulated cannabis business license.</p>		
Authorized Signature: 	Title (<i>owner, manager, director, etc.</i>) Owner and Chief Executive Officer	% Ownership: 70.54%
Printed Name: Brandon Banks	Business (dba): Nebrina Grand Junction LLC (The Fireplace)	Date: 11/07/2022

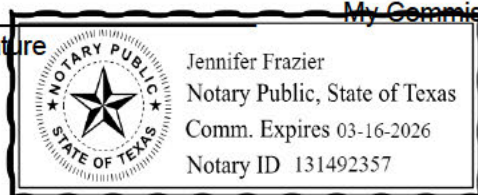
STATE OF Texas)

COUNTY OF Dallas)

Subscribed and sworn to before me this 7th day of November, 2022.




Notary Public Signature



My Commission Expires: 03/16/2026

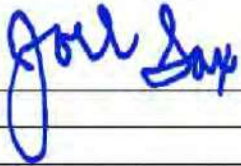
This document is signed by

	Signatory	CN=Jennifer Frazier, DNQ=A01410D0000017F45D1C7A2001A0252, O=Texas, C=US
	Date/Time	Mon Nov 07 13:45:11 UTC 2022
	Issuer-Certificate	CN=IGC CA 1, OU=IdenTrust Global Common, O=IdenTrust, C=US
	Serial-No.	85078365424779834214690876006247515306
	Method	urn:adobe.com:Adobe.PPKLite:adbe.pkcs7.shal (Adobe Signature)

Landlord Statement Building Modifications

The Owner and Landlord, JOEL SAX, of 2835 ½ North Avenue Grand Junction, CO ("The Premises") hereby consents to the following systems being modified to meet the requirements of the Grand Junction and all other applicable codes and regulations:

- The electrical system;
- HVAC system;
- Fire Suppression system;
- Burglar Alarm system;
- Surveillance system; and/or
- Any other systems.



Handwritten signature of Joel Sax in blue ink, written over four horizontal lines.

** NOTARY CERTIFICATE ATTACHED ON LAST PAGE **

Signage Plan

Required signage at Nebrina Grand Junction LLC dba The Fireplace (“Fireplace”) is an important component of our plan to prevent unauthorized individuals from gaining access to the licensed premises. Required signage at Fireplace will comply with all applicable provisions of the Colorado Marijuana code and any Grand Junction ordinances and regulations regarding signs and advertising.¹ As such, Fireplace will not utilize the terms “pharmacy”, “pharmacist”, “pharmaceutical”, “rx”, or any other similar variation of such term on any signage or advertising materials, as to prevent a reasonable person from concluding such business is involved in the practice of a pharmacy, as regulated.² Fireplace will conspicuously place a 14" X 11" sign stating “Warning: Grand Junction Police Department shall be notified of any disorderly act(s), conduct or disturbance(s) and all unlawful activit(ies) which occur on or within the premises of this licensed establishment.”

Fireplace will not include, in any form of advertising or utilize signage that asserts that our products are safe because they are regulated by the State Licensing Authority;³ that our products are safe because they are tested by a Regulated Marijuana Testing Facility⁴; or any content that specifically targets individuals under the age of 21, including, but not limited to, cartoon characters or similar images⁵. Fireplace will not engage in any deceptive, false, or misleading advertising or make any deceptive, false, or misleading assertions or statements on any product, sign, or document provided to a consumer.⁶ Fireplace will provide a notice to consumers regarding the potential risks of marijuana concentrate overconsumption.

Further, all areas of ingress and egress to Limited Access Areas on Fireplace’s Premises will be clearly identified with a posted sign, which will not be less than 12 inches wide and 12 inches long, composed of letters not less than a half inch in height, which shall state, “Do Not Enter - Limited Access Area – Access Limited to Licensed Personnel and Escorted Visitors.” Fireplace will ensure that the sign is conspicuously placed immediately within the exterior entrance of the Limited Access Area and will only be accessible to limited, licensed personnel and escorted visitors.

In addition to signage identifying Limited and Restricted Access Areas, Fireplace will conspicuously display the local and state-issued licenses at the license premises at all times. We are dedicated to only creating signage or engaging in advertising activities that are in compliance with all regulations promulgated by the City of Grand Junction and the State of Colorado.

Although there is a freestanding sign currently located on the premises, Fireplace will not be utilizing it. Fireplace will not have any freestanding signs. If one day Fireplace wants to add a freestanding sign, we will go through all the proper measures with the City to ensure that any and all freestanding signs are in compliance with the following requirements:

- Fireplace will apply for and obtain a sign permit/clearance;
- Fireplace will obtain a licensed sign contractor; and
- Fireplace will ensure that the maximum sign dimensions shall not exceed the following:
 - For any regulated cannabis business, the maximum sign dimensions shall not exceed the following:
 - 20 feet in height; and
 - 75 feet.⁷

¹ Grand Junction Ordinance No. 5070 § 21.06.070(j)(1).

² Grand Junction Ordinance No. 5070 § 21.06.070(j)(2).

³ 1 CCR § 212-3-725.

⁴ 1 CCR § 212-3-730.

⁵ 1 CCR § 212-3-715(B); Grand Junction Ordinance No. 5070 § 21.06.070(j)(1).

⁶ 1 CCR § 212-3-705(A).

⁷ Grand Junction Ordinance No. 5070 § 21.12.040(b)(8)(i)(A)-(B).







**REGULATED CANNABIS BUSINESS LICENSE
OATH OF NO OVERLAP**


Each Owner with 10% or greater financial interest must complete and sign.

License Type: <input checked="" type="checkbox"/> Retail Store <input type="checkbox"/> Co-Located Medical and Retail Store		
I declare that as applicant, I have no overlapping partner(s), investor(s) or immediate family member(s) of a partner(s) or investor(s) (affiliate or affiliate entity) with another application and that no application is an affiliate or affiliate entity with another application.		
Authorized Signature: 	Title (<i>owner, manager, director, etc.</i>) Chief Executive Officer	% Ownership: 70.54%
Printed Name: Brandon Banks	Business (dba): Nebrina Grand Junction LLC (The Fireplace)	Date: 11/3/2022

STATE OF Texas)

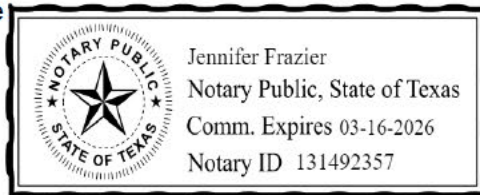
COUNTY OF Dallas)

Subscribed and sworn to before me this 7th day of November, 2022.




Notary Public Signature

My Commission Expires: 03/16/2026



Notarized Online with NotaryLive.com

This document is signed by

	Signatory	CN=Jennifer Frazier, DNQ=A01410D0000017F45D1C7A2001A0252, O=Texas, C=US
	Date/Time	Mon Nov 07 13:45:12 UTC 2022
	Issuer-Certificate	CN=IGC CA 1, OU=IdenTrust Global Common, O=IdenTrust, C=US
	Serial-No.	85078365424779834214690876006247515306
	Method	urn:adobe.com:Adobe.PPKLite:adbe.pkcs7.shal (Adobe Signature)



Bray Real Estate
Lori Long
Ph: 970-242-3647
Fax: 800-926-6862

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 4/26/2022

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. Buyer, Nebrina Grand Junction (Buyer) will take title to the Property described below as

☐ Joint Tenants ☐ Tenants In Common ☒ Other LLC.

2.2. **No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller, Chinese Financial, LLC (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Mesa, Colorado (insert legal description):

BEG 495FT E & S 0DEG07'04SEC E 40FT OF NW COR NE4NW4 SEC 18 1S 1E E 148.31FT S 0DEG07'04SEC E 180FT E 15FT S 0DEG07'04SEC E 87.52FT W 163.31FT N 0DEG07'04SEC W 267.52FT TO BEG

known as: 2835 1/2 North Ave, Grand Junction, CO 81501

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including N/A remote controls). If checked, the following are owned by the Seller and included: ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors,

58 window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery
59 rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide
60 alarms, smoke/fire detectors and all keys.

61 **2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also
62 included in the Purchase Price:

63 N/A

64
65 **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must
66 be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate
67 taxes for the year of Closing), liens and encumbrances, except:

68 N/A

69 **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of
70 sale or other applicable legal instrument.

71 **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
72 N/A; and the use or ownership of the following storage facilities:

73 N/A

74
75 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should
76 investigate.

77 **2.5.7. Leased Items.** The following personal property is currently leased to Seller which will be
78 transferred to Buyer at Closing (Leased Items):

79 N/A

80 **2.5.8. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

81 N/A

82
83 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes
84 (except personal property taxes for the year of Closing), liens and encumbrances, except . Conveyance will
85 be by bill of sale or other applicable legal instrument.

86 **2.6. Exclusions.** The following items are excluded (Exclusions):

87 N/A

88
89 **2.7. Water Rights/Well Rights.**

90 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

91 N/A

92 Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

93 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
94 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

95 N/A

96 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer
97 understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well"
98 used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership
99 form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in
100 the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for
101 the well and pay the cost of registration. If no person will be providing a closing service in connection with the
102 transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

103 N/A.

104 ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as
105 follows:

106 N/A

107
108 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights
109 Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such
110 rights to Buyer by executing the applicable legal instrument at Closing.

111 **2.7.6. Water Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if
112 examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination**
113 **Deadline.**

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 P.M.
2	§ 4	Alternative Earnest Money Deadline	5/4/2022 Wednesday
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	5/27/2022 Friday
4	§ 8	Record Title Objection Deadline	6/3/2022 Friday
5	§ 8	Off-Record Title Deadline	5/27/2022 Friday
6	§ 8	Off-Record Title Objection Deadline	6/3/2022 Friday
7	§ 8	Title Resolution Deadline	6/10/2022 Friday
8	§ 8	Third Party Right to Purchase/Approve Deadline	5/27/2022 Friday
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	N/A
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	N/A
		Survey	
25	§ 9	New ILC or New Survey Deadline	N/A
26	§ 9	New ILC or New Survey Objection Deadline	N/A
27	§ 9	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	N/A

175	29	§ 8	Mineral Rights Examination Deadline	N/A	
176	30	§ 10	Inspection Termination Deadline	5/13/2022	Friday
177	31	§ 10	Inspection Objection Deadline	5/13/2022	Friday
178	32	§ 10	Inspection Resolution Deadline	5/20/2022	Friday
179	33	§ 10	Property Insurance Termination Deadline	5/13/2022	Friday
180	34	§ 10	Due Diligence Documents Delivery Deadline	5/13/2022	Friday
181	35	§ 10	Due Diligence Documents Objection Deadline	5/20/2022	Friday
182	36	§ 10	Due Diligence Documents Resolution Deadline	5/27/2022	Friday
183	37	§ 10	Environmental Inspection Termination Deadline	N/A	
184	38	§ 10	ADA Evaluation Termination Deadline	N/A	
185	39	§ 10	Conditional Sale Deadline	N/A	
186	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A	
187	41	§ 11	Estoppel Statements Deadline	N/A	
188	42	§ 11	Estoppel Statements Termination Deadline	N/A	
189			Closing and Possession		
190	43	§ 12	Closing Date	7/4/2022	Monday
191	44	§ 17	Possession Date	7/4/2022	Monday
192	45	§ 17	Possession Time	DOD	
193	46	§ 27	Acceptance Deadline Date	4/29/2022	Friday
194	47	§ 27	Acceptance Deadline Time	5:00 P.M.	
195	48				
196	49				

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

233 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as
234 follows:
235

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 700,000.00	
2	§ 4.3.	Earnest Money		\$ 20,000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				\$
8				\$
9	§ 4.4.	Cash at Closing		\$ 680,000.00
10		Total	\$ 700,000.00	\$ 700,000.00

251 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$N/A (Seller Concession). The Seller
252 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed
253 by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of
254 allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs,
255 loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or
256 expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
257 in this Contract.
258

259 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a Check, Cashier
260 Check or Certified Funds, will be payable to and held by Seller (Earnest Money Holder), in its trust
261 account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with
262 this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment.
263 The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing
264 Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on
265 Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to
266 Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest
267 Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.
268

269 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if
270 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.
271

272 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,
273 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as
274 set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not
275 already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer
276 or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
277 days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in §
278 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an
279 Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller,
280 written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.
281

282 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute
283 and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and
284 liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the
285 Earnest Money due to a Buyer default.

286 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute
287 and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and
288 liable to Seller as set forth in "If Buyer is in Default, § 20.1 and § 21, unless Buyer is entitled to the Earnest
289 Money due to a Seller Default.
290

291 **4.4. Form of Funds; Time of Payment; Available Funds.**

4.4.1. **Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. **Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. **Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☒ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. **New Loan.** (Omitted as inapplicable)

4.6. **Assumption.** (Omitted as inapplicable)

4.7. **Seller or Private Financing.** (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. **New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Terms; New Loan Availability.

5.2.1. **New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. **New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. **Credit Information.** (Omitted as inapplicable)

5.4. **Existing Loan Review.** (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. **Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. **Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. **Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

350 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract
351 is terminated; or

352 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a
353 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the
354 Purchase Price (Lender Verification).

355 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
356 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
357 or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**
358 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such
359 termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

360 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
361 removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to
362 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract,
363 this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property
364 Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
365 the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
366 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

367 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
368 timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the
369 appraiser, appraisal management company, lender's agent or all three.

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373 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more
374 Common Interest Communities and subject to one or more declarations (Association).

375 **7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A**
376 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.**
377 **THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'**
378 **ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND**
379 **REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND**
380 **REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,**
381 **INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES**
382 **NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY**
383 **AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND**
384 **REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE**
385 **PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF**
386 **THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY**
387 **WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
388 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ**
389 **THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF**
390 **THE ASSOCIATION.**

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393 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association
394 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller
395 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
396 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association
397 Documents, regardless of who provides such documents.

398 **7.3. Association Documents.** Association documents (Association Documents) consist of the
399 following:

400
401 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization,
402 operating agreements, rules and regulations, party wall agreements and the Association's responsible
403 governance policies adopted under § 38-33.3-209.5, C.R.S.;

404 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or
405 managers' meetings; such minutes include those provided under the most current annual disclosure required
406 under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the
407

minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or

insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** .

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline

specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

8.5. Tax Certificate. A tax certificate paid for by ☐ Seller ☒ Buyer, for the Property listing any special taxing districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of N/A; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☐ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☐ Buyer or: N/A

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and N/A will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection**

Deadline, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other

written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

N/A

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☒ **10.6.1.4.2.** Property tax bills for the last 2 years;

☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☒ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.4.5.** Operating statements for the past years;

☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☒ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past 2 years;

☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.4.13.** Other:

N/A

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☐ Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or N/A, at the expense of ☐ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline**

if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only).
[Intentionally Deleted - See Residential Addendum if applicable]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

- 11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;
- 11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
- 11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;
- 11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;
- 11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and
- 11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this

transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by **SELLER**.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☐ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other .

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

933 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☒ Buyer ☐ Seller
934 ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

935 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be
936 paid when due by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

937 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property,
938 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
939 Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

940 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this
941 Contract, do not exceed \$N/A for:

942 ☐ Water Stock/Certificates ☐ Water District

943 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ N/A

944 and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

945 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to
946 Buyer must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

947 **15.9. FIRPTA and Colorado Withholding.**

950 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the
951 Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not
952 occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in
953 this Section is checked, Seller represents that Seller ☐ IS a foreign person for purposes of U.S. income
954 taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for
955 purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide
956 any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller
957 authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with
958 Seller's tax advisor to determine if withholding applies or if an exemption exists.

959 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of
960 the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if
961 not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any
962 reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing
963 Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to
964 determine if withholding applies or if an exemption exists.

965 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

966 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

967 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and
968 general real estate taxes for the year of Closing, based on

969 ☐ Taxes for the Calendar Year Immediately Preceding Closing

970 ☒ Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any applicable qualifying
971 seniors property tax exemption, qualifying disabled veteran exemption or ☐ Other

972 **16.1.2. Rents.** Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will
973 transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after
974 lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

975 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and
976 N/A

977 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations
978 are final.

979 **16.2. Association Assessments.** Current regular Association assessments and dues (Association
980 Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular
981 Association Assessments for deferred maintenance by the Association will not be credited to Seller except as
982 may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated
983 to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment
984 assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☐ Seller. Except
985 however, any special assessment by the Association for improvements that have been installed as of the
986

date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and //

N/A

Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 300.00 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in

the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the

parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm or Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for

such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or N/A.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

A) Buyer will pay \$20,000 nonrefundable earnest money directly to Seller by 05/04/2022.

B) At Buyer's election, in exchange for a 4-month extension, contract may be extended 4 months. In the event contract is extended, commencing 07/04/2022, Buyer shall pay Seller \$5,000. on the first of every month until closing. This monthly payment is nonrefundable and will not apply towards the purchase price.

C) Seller shall withdraw marketing the property for sale or lease.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents are a part of this Contract:

30.2. Documents Not Part of Contract. The following documents have been provided but are not a part of this Contract:

Signatures

Brandon Banks, CEO

Date: 4/26/2022

Buyer: Nebrina Grand Junction

By: Brandon Banks, CEO

Address: 1940 Blake St. Denver CO 80202

Phone: 773-220-5786 Fax:

Email Address: Brandon@nebrinaholdings.com

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Joel Sax

Date: 4/28/2022

Seller: Chinese Financial, LLC

By: Joel Sax

Address:

Phone: Fax:

Email Address:

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ Buyer's Agent ☐ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ Listing Brokerage Firm ☐ Buyer ☐ Other .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be

entered into separately and apart from this provision.

Brokerage Firm's Name: **Bray Real Estate**

Brokerage Firm's License #: **EC2070**

Lori Long

Date: **4/26/2022**

Broker's Name: **Lori Long**

Broker's License #: **FA100093812**

Address: **1015 North 7th Street Grand Junction, CO 81501**

Ph: **970-242-3647** Fax: **800-926-6862** Email Address: **lorilong@brayandco.com**

Katherine Davis

Date: **4/26/2022**

Broker's Name: **Katherine Davis**

Broker License #: **FA.100094662**

Brokerage Firms Name: **Bray Commercial**

Brokerage Firm's License #: **EC 2070**

Address: **244 N. 7th Street Grand Junction CO 81501**

Ph: **970-241-2909** Fax: Email: **katie@brayandco.com**

B. Broker Working with Seller

Broker ☐ Does ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **S.U.R.E., LLC**

Brokerage Firm's License #: **EC.100085810**

Dale Beede

Date: **4/28/2022**

Broker's Name: **Dale Beede**

Broker's License #: **ER.000271161**

Address: **561 25 Road, Suite 104 Grand Junction, CO 81505**

Ph: **970-244-6615** Fax: Email Address: **dbeede@suregj.com**

CBS3-6-21. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

CTM eContracts - ©2022 MRI Software LLC - All Rights Reserved

STATEMENT OF AUTHORITY

The affiant, being duly sworn and of lawful age testifies as follows:

I, Joel Sax, as the sole member of Chinese Financial, LLC, swear to the following:

1. I am the sole member/manager of Chinese Financial, LLC.
2. I have full authority to sign any and all documents, including leases and real property sales agreements, on behalf of Chinese Financial, LLC.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 3rd day of November, 2022.

Signed: _____

Joel Sax
Joel Sax

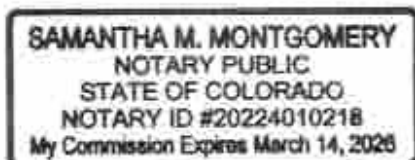
STATE OF COLORADO)

PITKIN) ss
CITY & COUNTY OF DENVER (SM)

The foregoing Affidavit was sworn before me this 3rd day of November, 2022.

Witness my hand and official seal.

My commission Expires: March 14, 2026



S. Montgomery

Notary Public

Brandon Banks Undisclosed Businesses:

Registered Agent:

5 Eyed Jack LLC – Voluntarily Dissolved (4/5/22)– Previously held a MED retail license in Louisville, CO.

6 Eyed Jack LLC – Voluntarily Dissolved (4/5/22) – Real Estate Holding Company.

7 Eyed Jack LLC – Good Standing – Real Estate Holding Company.

770 Retail Investments LLC – Good Standing – Real Estate Holding Company.

Adams County Alternatives LLC – Voluntarily Dissolved (4/5/22) – Adams County, CO Marijuana Business applicant not awarded a license.

Blake BnB LLC – Good Standing – Short Term Rental Company.

Chongers LLC – Voluntarily Dissolved (4/5/22)– Real Estate Holding Company.

Fireplace Boulder LLC – Good Standing – Current applicant for a Marijuana Business license in Boulder, CO.

Fireplace Broomfield LLC – Good Standing – Current applicant for Marijuana Business license in Broomfield, CO.

Fireplace Winter Park LLC – Good Standing – Winter Park, CO Marijuana Business applicant not awarded a license.

Grand Junction Alternatives LLC – Good Standing – 9.9% Owner of Nebrina Grand Junction LLC, 100% owned by Brandon Banks.

Nebrina Adams County LLC – Voluntarily Dissolved (4/5/22) - Adams County, CO Marijuana Business applicant not awarded a license.

Nebrina Boulder LLC – Voluntarily Dissolved (11/4/22) – Entity formed, application was never submitted. Entity is no longer utilized.

Nebrina Brighton LLC – Voluntarily Dissolved (4/5/22)– Entity formed, application was never submitted. Entity is no longer utilized.

Nebrina Broomfield LLC – Voluntarily Dissolved (4/5/22)- Entity formed, application was never submitted. Entity is no longer utilized.

Nebrina Commerce City LLC – Voluntarily Dissolved (4/5/22) – Entity formed, application was never submitted. Entity is no longer utilized.

Nebrina Fort Lupton, LLC (Registered Agent is Nebrina Holdings LLC) – Good Standing – Fort Lupton, CO Marijuana Business applicant not awarded a license.

Nebrina Golden LLC – Good Standing – Current Marijuana Business license applicant in Golden, CO.

Nebrina Holdings LLC – Good Standing – Current Owner Entity and real estate holding company in Colorado.

Nebrina University LLC – Good Standing – Marijuana Business License Holder with the City of Denver.

Nebrina Winter Park LLC – Good Standing – Winter Park, CO Marijuana Business applicant not awarded a license.

One Eyed Jack Ltd – Voluntarily Dissolved (4/5/2022) – Real Estate holding company in CO. The property was sold.

Society Organics Golden LLC – Good Standing – 9.9% Owner of Nebrna Golden LLC, a Marijuana Business Applicant in Golden, CO.

Three Eyed Jack LLC – Voluntarily Dissolved (4/5/22) – Real Estate holding company in CO. The property was sold.

Manager:

Kindred Empowerment 11 LLC (Massachusetts) West Virginia Medical Marijuana applicant not awarded a license. Dissolving procedures initiated.

Kindred Empowerment 3 LLC (Massachusetts) – West Virginia Medical Marijuana applicant not awarded a license. Dissolving procedures initiated.

Kindred Empowerment 6 LLC (Massachusetts) – West Virginia Medical Marijuana applicant not awarded a license. Dissolving procedures initiated.

Kindred Medical Cannabis 2 LLC (Massachusetts) – West Virginia Medical Marijuana applicant not awarded a license. Dissolving procedures initiated.

Kindred Medical Cannabis 5 LLC (Massachusetts) – West Virginia Medical Marijuana applicant not awarded a license. Dissolving procedures initiated.

Kindred Medical Cannabis LLC (Massachusetts) – West Virginia Medical Marijuana applicant not awarded a license. Dissolving procedures initiated.

Natural Selections MA, LLC (Massachusetts) – Cannabis company that merged with a larger cannabis company, Ethos.

NS Alternatives, LLC (Massachusetts)– Salem Cannabis License applicant not awarded a license.

TO: Cannabis Licensing Authority
FROM: Centaurus Farms, LLC
DATE: November 8, 2022
SUBJECT: Cannabis Business License Application for Centaurus Farms, LLCs

On October 28, 2022, the City of Grand Junction (the "City"), by and through its City Manager Greg Canton, issued its Review and Findings Report (the "Report") wherein the City Manager made certain findings with respect to the Cannabis Business License Application (the "Application") for Centaurus Farms, LLC (the "Applicant"). Applicant hereby submits its reply (the "Reply") to the Report and respectfully requests the City of Grand Junction and the Honorable Hearing Officer considers these responses in advance of and at the hearing concerning the Application to be held on November 9, 2022 at 9:00 a.m. For the purposes of this response, Applicant only addresses the requirements of the Application that the City Manager alleges to have not been met.

Regulated Marijuana License Application

City Allegation: The City alleges that the Application is deficient in that "Application documents provide a physical address of 1057 Tantra Park Circle, Boulder, CO 80305 for the proposed retail cannabis business. The Lease describes the "Premises" or "Building" as 879 Struthers Avenue Unit D, Grand Junction, CO 81501." See Report, page 1.

Applicant Response: On every Application form and page prepared by the City, the Applicant refers to the proposed location of the retail cannabis business as 879 Struthers Avenue, Unit D, Grand Junction, Colorado 81501. In fact, the Application references 879 Struthers Avenue, Unit D, Grand Junction, Colorado 81501 (the "Premises") no less than 158 times. As part of the Application, the City required that each Applicant was required to submit a copy of the State of Colorado Marijuana Enforcement Division (the "MED") application that Applicant intended to submit to the MED for the corresponding MED license for the business. It was understood by the City and the Applicant that such MED application was a draft version and was not a version that had actually already been submitted to the MED. On such draft of the MED application, Applicant did, in fact, mistakenly identify the proposed business location as 1057 Tantra Park Circle in Boulder, Colorado. This Boulder address is the Applicant's business headquarters, but it is not the proposed store location. Including it on the state MED application was a clerical mistake by Applicant, a mistake that would have been corrected by Applicant prior to submitting its application to the MED. An updated application page correctly referencing the Premises on page 2 of 14 of the MED Marijuana Business License Applications (for both the medical store and retail store) is attached as EXHIBITS A(I) and A(II) to this Reply.

To suggest that the Applicant prepared and submitted an application (and paid a non-refundable \$5,000 fee) to the City of Grand Junction to operate a retail marijuana business in Boulder is unreasonable. This is clearly a clerical mistake and the Applicant respectfully requests the Hearing Officer consider the 158 other times that Applicant referenced the Grand Junction property address within the Application, and, notably, on the application forms prepared by the City.

Proposed Operating Plan

City Allegation: The City alleges that the Applicant's "Proposed Operating Plan is deficient as follows:

EXHIBIT 1

1. No statement regarding the building systems has been provided by the landlord. Application states that the statement is in the lease, but it is not clear where this is covered.
2. Application indicates inclusion of building signage. Please confirm if any freestanding signs are contemplated.
3. Section 17.05 of the Lease indicates that the Landlord may change the number of parking spaces and/or parking facilities. Applicant must be able to maintain a minimum of 11 spaces.”

Applicant Response:

1. The statement regarding the building systems was, in fact, provided by the landlord to the Premises. The statement was previously included with the Application as Exhibit B to the lease agreement for the real property. The statement has been reattached to this Reply as EXHIBIT B.
2. The City, in its Report, requests the Applicant to confirm if any freestanding signs are contemplated. Applicant hereby confirms that no freestanding signs are contemplated. Moreover, Applicant did not suggest in its Application that Applicant would erect freestanding signs at the Premises.
3. Applicant admits the Landlord may change the number of parking spaces and/or parking facilities. At the Premises, there are currently no less than 60 available parking spaces. The City suggests that the minimum requirement at the Premises is 11 spaces. In the lease agreement, the landlord for the Premises requires that the Applicant maintain the Premises in compliance with all local and state ordinances and codes. Thus, Applicant has a contractual obligation to maintain the minimum amount of parking spaces and landlord cannot, in good faith performance of landlord's contractual obligations, frustrate Applicant's performance of the same. The City's suggestion that Section 17.05 of the lease causes the Proposed Operating Plan to be deficient is misplaced. Further, Applicant hereby submits the attached Statement of Authority (the “Statement of Authority” attached hereto as EXHIBIT C(I) and the attached letter from landlord [the “Landlord Letter,” attached as EXHIBIT C(II)] from the landlord affirming that Applicant's minimum number of parking spaces shall not be decreased to less than what is required by the City of Grand Junction's Zoning and Development Code.

Insurance Binder, Quote, or ACORD

City Allegation: The City alleges that the Insurance Binder, Quote or ACORD are deficient as follows:

1. Insurance quote expires December 18, 2022. Location on the Insurance Quote of Centaurus Farms LLC is 13,400 County Road 10, Fort Lupton, CO 90621.

Applicant Response: First of all, Applicant disputes that the fact that the insurance quote expires December 18, 2022 is grounds for a deficiency. The policy would expire that date but it would renew annually. Applicant obtained a binding quote for its proposed retail marijuana store business workers comp policy and submitted it with its Application in June 2022. Applicant was reasonable to expect that the City would complete the randomized selection of the proposed licensees by December 18, 2022 and thus the December 18th, 2022 expiration on an annually renewing policy was reasonable. The fact that the quote expires on December 18, 2022 should not be a cause for deficiency. To reinforce that the quote was, and still is, in fact, a binding quote in accordance with 5.13.016, Applicant hereby submits a certificate of insurance that shows the workers comp policy expiration date of December 18, 2023. See EXHIBIT D.

Second, the City takes issue with the fact that the insurance quote also references Applicant's other proposed retail marijuana store license in Fort Lupton, Colorado. It is reasonable for a regulated marijuana business to have all of its business locations and operations under a single policy, which is precisely the case here. The attached EXHIBIT D clarifies that all of Applicant's proposed locations, including but not limited to its proposed Premises in Grand Junction, were included under the binding quote. Most importantly, the Application includes a Certificate of Insurance for the Applicant's Commercial General Liability Policy which states that the "Description of Operations/Locations/Vehicles" is "Re: 879 Struthers Ave, #d, Grand Junction, CO 81501." *See Application, page 8.* Applicant has now submitted a new version of Certificate of Insurance attached hereto as EXHIBIT E, which extends the commercial general liability policy through December 18, 2023.

Proof of Ownership or Legal Right to Proposed Premises

City Allegations: The City alleges that the Proof of Ownership or Legal Right to Proposed Premises are deficient as follows:

1. The Commencement Date of the Lease is June 8, 2022. Exhibit A indicates it is contingent upon Applicant obtaining a license or licenses as required by local and state law.
2. The Lease is signed by Ms. Frances Candlin, Manager, with no Statement of Authority provided.

Applicant Response: First, as of the commencement date of the Lease which is specifically identified as June 8, 2022, Applicant has had lawful possession of the Premises. Applicant pays rent for the Premises. No other tenant occupies the Premises. The landlord does not occupy the Premises. Applicant, as of June 8, 2022, has had the authority to make improvements to and occupy the Premises. It is true the Lease's Exhibit provides a termination right that is contingent on the retail marijuana store license not being issued by the City, but the existence of such termination right does not, in itself, cause the Applicant to not have possession of the Premises. The City's allegation of the same is misplaced and erroneous. On the Landlord Letter attached hereto as EXHIBIT C(II), the landlord makes clear that Tenant has possession of the Premises from June 8, 2022 (the date of the Application submission) until June 7, 2025.

Second, both Frances A. Candlin and Kathlyn Kingdon are authorized representatives and managers of River Park Alliance, LLC. The Statement of Authority attached as EXHIBIT C(I) is provided with this Reply to confirm the same. Ms. Candlin originally signed the Property Authorization for Cannabis Business, but she was unavailable when this Reply was being prepared. Her co-manager, Kathlyn Kingdon, signed anew the Property Authorization for Cannabis Business (see page 56 of Application). Applicant was previously reasonable in relying on Ms. Candlin's statements in the Property Authorization for Cannabis Business and in the Lease.

Property Authorization

City Allegation: The City alleges that the Property Authorization is deficient as follows:

1. The Property Authorization is signed by Frances A. Candlin, an individual, with no reference to the owner of record, River Park Alliance LLC. No Statement of Authority has been provided for Frances A. Candlin.

Applicant Response: Applicant provided the City's Property Authorization to its landlord to sign. Ms. Frances A. Candlin signed the Property Authorization. Applicant is not affiliated with the landlord (other than via the lease), does not control the landlord, is not under common control of the landlord, and is not

familiar with the ownership structure of the landlord. Applicant was reasonable to rely on a signed and notarized Property Authorization that was provided by the landlord. To correct the record with a Property Authorization reflecting the entity name of the real property owner, Applicant hereby submits the attached EXHIBIT F, which is a Property Authorization signed by the landlord that includes the entity name of the real property owner, River Park Alliance, LLC. Please note that the Property Authorization that is attached as EXHIBIT F is signed by Ms. Kathlyn Kingdon, who is co-manager with Ms. Candlin.

Business Entity Documents

City Allegations: The City alleges that the Applicant failed to disclose the following information as part of the Findings of Suitability:

1. John Paolella failed to disclose he was the registered agent for two other business.
2. John Paolella failed to disclose his Illinois real estate broker license had been suspended.

Applicant Response: Nowhere in the Application or the governing ordinance does it require the Applicant to disclose that it or its owner is a registered agent for any business. A registered agent is not necessarily an owner of a business; in fact, a registered agent is frequently a third-party that is only appointed by a business to accept service of process and tax document correspondences. It's true that Applicant did not disclose that its owner serves as a registered agent for two unrelated businesses. The City's allegation that such nondisclosure is a deficiency of the Application is not supported by any legal authority.

In regards to Applicant's real estate broker license being suspended, Applicant disclosed Mr. Paolella's former realtor license number in the Application. Mr. Paolella held such realtor license in the state of Illinois. Applicant, in good faith, stated on the Application that Mr. Paolella's realtor license expired on September 30, 2020. Likewise, Mr. Paolella stated the same thing to the MED when Mr. Paolella submitted his individual suitability application to the MED on December 23, 2021; such individual suitability application was approved on January 25, 2022. In neither case (the submission to the state MED or the submission to the City of Grand Junction), did Applicant know that his Illinois realtor license been suspended and intentionally not disclose such suspension.

In support of the foregoing, Applicant hereby affirms that Mr. Paolella was previously licensed as a realtor in Illinois. The realtor license was issued in 2012. Mr. Paolella moved back to Colorado in 2015 and did not practice as a realtor in Illinois after moving back to Colorado. Mr. Paolella ceased doing any continuing education classes and let his realtor license lapse. Mr. Paolella stopped paying his dues. Mr. Paolella was under the impression that the realtor license would lapse and expire on its own, without any more attention needed from Mr. Paolella. This was not the case, unfortunately. When the Applicant submitted its Application (and when Mr. Paolella submitted his suitability application for to the MED in December 2021), Mr. Paolella was unaware that the state board in Illinois treated the license lapse as a suspension. This was clearly an "out-of-sight, out-of-mind" situation." Applicant was not misrepresenting or intentionally not disclosing the suspension. Instead, Applicant listed the license number without any inclination on Applicant's part that the former realtor license had actually been officially suspended. Applicant respectfully requests the Hearing Officer and the City consider these mitigating circumstances.

In conclusion, Applicant respectfully requests the City reconsider its position on the various allegations set forth below and, further, respectfully requests the Honorable Hearing Officer to consider Applicant's responses set forth within this Reply and, after considering the totality of the circumstances, the remedial measures taken by the Applicant, the non-substantive nature of many, if not all, of the alleged

deficiencies, and the mitigating factors, confirm the Application to be complete and in accordance with all applicable laws and regulations.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'John Paoletta', written over a horizontal line.

John Paoletta
Member-Manager, Centaurus Farms, LLC

EXHIBIT A

- (I) Updated page 2 of 14 of MED Retail Marijuana Store Application
- (II) Updated page 2 of 14 of MED Medical Marijuana Store Application

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 12.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000). The number of people aged 65 and over is projected to increase to 15.5 million by 2020, and the number of people aged 75 and over to 8.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people in the UK. The Department of Health (2000) has published a strategy for older people, which sets out the government's commitment to improve the lives of older people. The strategy is based on three main principles: (1) to ensure that older people have the opportunity to live independently and actively; (2) to ensure that older people have access to the services and support they need; and (3) to ensure that older people are treated with respect and dignity.

The strategy is based on three main principles: (1) to ensure that older people have the opportunity to live independently and actively; (2) to ensure that older people have access to the services and support they need; and (3) to ensure that older people are treated with respect and dignity. The strategy is based on three main principles: (1) to ensure that older people have the opportunity to live independently and actively; (2) to ensure that older people have access to the services and support they need; and (3) to ensure that older people are treated with respect and dignity.

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EXHIBIT B

Exhibit B to Lease

(previously included in Application)

Exhibit B

Improvements

1. Upon determination of the Lease Commencement Date (Exhibit A), or at any time there before (at the sole discretion of the Landlord) Landlord shall make the following Improvements to the Property:
 - a. Sheet Rock and Insulation of the Perimeter Walls, pouring of concrete flooring
 - b. Contribution of \$20 per square foot to Tenant Improvements identified below. The Contribution of \$20 per square foot shall be paid after the Tenant receives a lien release from the relevant contractor or otherwise demonstrates to the Landlord substantial completion of the relevant improvements.
2. Upon determination of the Lease Commencement Date (Exhibit A), or at any time there before upon prior written consent of the Landlord, Tenant shall be entitled to make the following improvements to the Property to meet applicable code or regulation:
 - a. Electrical Systems;
 - b. HVAC System;
 - c. Fire Suppression System;
 - d. Burglar Alarm System; and
 - e. Surveillance System

Prior to commencing any improvement, including the above identified, the Tenant shall provide the Landlord with a plan for the relevant improvement which identifies the expected cost for the same. The Landlord shall have seven (7) business days to approve the plan, require amendment, or to reject the plan submitted. Should there be prior approval or no timely amendment or rejection from the Landlord, the submitted plan shall be deemed approved.

3. The terms of this Exhibit B shall control over any potentially conflicting terms.

EXHIBIT C

(I) STATEMENT OF AUTHORITY

WHEN RECORDED Frances A. Candlin and/or Kathlyn L. Kingdon
RETURN TO:



STATEMENT OF AUTHORITY

(§38-30-172, C.R.S.)

- This Statement of Authority relates to an entity¹ named
RIVER PARK ALLIANCE, LLC, A COLORADO LIMITED LIABILITY COMPANY
- The type of entity is a:

<input type="checkbox"/> Corporation	<input type="checkbox"/> Registered Limited Liability Partnership
<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Registered Limited Liability Limited Partnership
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Government or Governmental Subdivision or Agency
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Trust
- The entity is formed under the laws of **Colorado**
- The mailing address for the entity is **2520 GRAND AVE SUITE 202, Glenwood Springs, CO 81601**
- The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **Frances A. Candlin, as Member and/or Kathlyn L. Kingdon, as Member**
- The authority of the foregoing person(s) to bind the entity: ☒ is² not limited ☐ is limited as follows: None
- Other matters concerning the manner in which the entity deals with interests in real property: None
- This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
- This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this **this day of May 31st, 2019**

RIVER PARK ALLIANCE, LLC, A COLORADO LIMITED LIABILITY COMPANY

By:

Kathlyn L. Kingdon
KATHLYN L. KINGDON AND/OR FRANCES A. CANDLIN, AS MEMBER

State of **Colorado**

County of **GARFIELD**

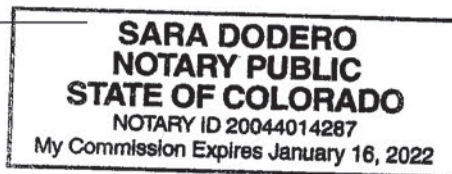
The foregoing instrument was acknowledged before me on this day of **May 29th, 2019** by **KATHLYN L. KINGDON AND/OR FRANCES A. CANDLIN AS MEMBER OF RIVER PARK ALLIANCE, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires:

JANUARY 16, 2022

Notary Public



¹This form should not be used unless the entity is capable of holding title to real property.

²The absence of any limitation shall be prima facie evidence that no such limitation exists.

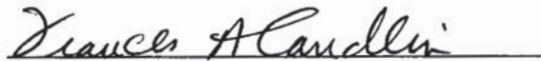
³The statement of authority must be recorded to obtain the benefits of the statute.



SIGNATURE PAGE ATTACHMENT EXHIBIT

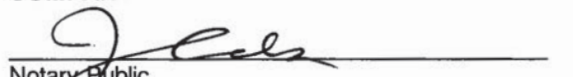
ADDRESS: **839 STRUTHERS AVENUE, GRAND JUNCTION, CO 81501**

RIVER PARK ALLIANCE, LLC, A COLORADO LIMITED LIABILITY COMPANY


Frances A. Candlin, as Member

State of **COLORADO**)
)ss
County of **MESA**)

The foregoing instrument was acknowledged before me on this day of **May 31st, 2019**
by **Frances A. Candlin, as Member OF RIVER PARK ALLIANCE, LLC, A COLORADO LIMITED LIABILITY COMPANY**


Notary Public
My Commission expires 12-5-21

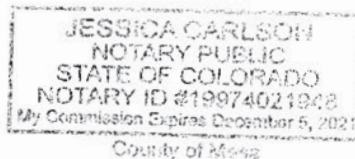


EXHIBIT C

(II) LANDLORD LETTER

EXHIBIT C
LANDLORD LETTER

October 30, 2022

To the City of Grand Junction:

River Park Alliance, LLC (the “**Owner**”) is the real property owner of 879 Struthers Ave, Unit D, Grand Junction, Colorado 81501 (the “**Premises**”).

Mr. Frances A. Candlin & Kathlyn Kingdon are authorized to enter agreements on behalf of the Owner and to sign forms required by the City of Grand Junction on behalf of the Owner.

The Owner, as landlord, is party to that certain lease agreement between the Owner and Centaurus Farms, LLC dated June 8th, 2022. Centaurus Farms, LLC has possession of the Premises commencing June 8, 2022. Centaurus Farms, LLC is required to maintain, at a minimum, the number of parking spaces as required by Grand Junction’s Zoning and Development Code.

Sincerely,

DocuSigned by:

Kathlyn Kingdon

FE6892011ACE4A4

11/7/2022

Kathlyn Kingdon, Manager
River Park Alliance, LLC

EXHIBIT D
WORKERS COMP POLICY
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cake Insure 7501 E. Lowry Blvd Denver, CO 80230	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: support@cakeinsure.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Pinnacle Assurance		41190
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Centaurus Farms LLC 879 Struthers Ave, Unit D Grand Junction, Colorado 81501	
--	--

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A N	2504823	12/18/2022	12/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Unless otherwise stated in the policy provisions, coverage in Colorado only.
Excluded from coverage: john paoella;

CERTIFICATE HOLDER

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cake Insure

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CERTIFICATE HOLDER COPY

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY
ENDORSEMENT (CONT)

EXHIBIT E
CERTIFICATE OF INSURANCE
COMMERCIAL GENERAL
LIABILITY

*(previously included in Application
but updated to extend through
12/18/2023)*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2022

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PRODUCER	CONTACT NAME Amy Grady
RWC Insurance Group	PHONE (A/C, No, Ext) (815) 469-6585
Ray Weidenaar & Co.	FAX (A/C, No) (815) 469-6165
7239 W. Laraway Rd.	E-MAIL amy@rwc4ins.com
Frankfort IL 60423-7767	INSURER(S) AFFORDING COVERAGE
	INSURER A James River Ins. Co. A- (Excellent) Rating
	INSURER B
	INSURER C
	INSURER D
	INSURER E
	INSURER F

INSURED	NAIC #
CENTAURUS FARMS LLC	12203
1057 Tantra Park Circle	
Boulder CO 80305	

COVERAGES

CERTIFICATE NUMBER: #1

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLA MS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			001254440	12/20/2022	12/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV NJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ excluded
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY NJURY (Per person) \$ BODILY NJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE E L EACH ACC DENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 879 Struthers Ave #D, Grand Junction, CO 81501

CERTIFICATE HOLDER

CANCELLATION

City of Grand Junction Office of the City
Clerk
250 North 5th Street
Grand Junction

CO 81501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT F
PROPERTY AUTHORIZATION

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

Business Name (dba) Centaurus Farms, LLC
Physical Address of Business: 879 Struthers Ave, Unit D, Grand Junction, CO 81501

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.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Retail Marijuana Store | <input checked="" type="checkbox"/> Medical Marijuana Store |
| <input type="checkbox"/> Co-Located Medical and Retail Marijuana Store | <input type="checkbox"/> Medical Marijuana Testing Facility |
| <input type="checkbox"/> Retail Marijuana Testing Facility | <input type="checkbox"/> Co-Located Medical and Retail 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. I understand that in the event any gas, vapors, odors, smoke, dust, heat or glare, or other substances exit the business, I am, jointly and severally, liable for such conditions, and shall be responsible for the immediate, full clean-up and correction of such condition. I further understand that in issuing a marijuana business license, the City of Grand Junction assumes no legal liability or duty of care regarding the licensee's business operation or possession of the property.

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.

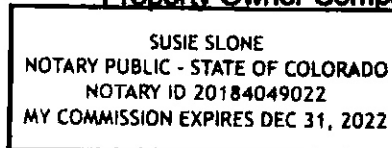
Kathlyn L. Kingdon
Signature of Property Owner

11-2-22
Date

Kathlyn L. Kingdon
Printed Name of Property Owner

River Park Alliance, LLC
Property Owner Company Name (if applicable)

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)



The foregoing instrument was acknowledged before me this 2 day of NOVEMBER, 2022, by KATHLYN L. KINGDON.

My commission expires: 31 DEC 2022

Notary Public: Susie Slone

October 26, 2022 *nunc pro tunc to September 30, 2021*

Amendment to Lease for the Property Located at 2599 HWY 6 AND 50, Grand Junction, CO 81501

I, John Crouch, Managing Member of John Crouch Enterprises Limited Liability Company, the owner and landlord of the property located at 2599 HWY 6 AND 50, Grand Junction, CO 81501 ("Property") and subject to that certain lease by and between Kush Gardens Cannabis Company, LLC and John Crouch Enterprises Limited Liability Company dated September 30, 2021 ("Lease") hereby provides this amendment and written statement ("Amendment") to the Lease.

With this Amendment John Crouch Enterprises Limited Liability Company amends the Lease and otherwise provides its permission to Dawn Palmer and Kush Gardens Cannabis Company, LLC ("Lessee") under the Lease to use, occupy and make modifications and/or improvements to the parking area of the Property to construct, sign, mark and designate 27 parking spaces (1 ADA space and 26 non-ADA spaces) on the Property for the exclusive use of the Lessee. Any modifications will be solely at the expense of the Lessee.

The Parking Plan marked and attached to this Amendment as Exhibit A is hereby approved and made a part of the Lease as if set out in full in the Lease with all rights and privileges afforded the Lessee by, with and under the Lease. Any deviation to Exhibit A must be approved by the landlord.

Signed:

John Crouch

john crouch (Oct 26, 2022 14:03 MDT)

John Crouch, Managing Member

John Crouch Enterprises Limited Liability Company

Oct 26, 2022

Date

Ex 1

