PARK COUNTY BOARD OF COMMISSIONERS
AGENDA
Virtual Meeting
THURSDAY, MARCH 26, 2020

Video
To join the meeting, click on the link below or copy and paste into your preferred web browser:
https://zoom.us/j/632627219

Audio
Upon joining the meeting, you will have the option to use either your computer mic and speakers for audio interaction, or participate by phone. If you are not using your computer speakers and mic to interact in the meeting, you may use the dial-in option below:

Dial by your location
(669) 900-6833 US (Western US)
(929) 205-6099 US (Eastern US)

Meeting ID: 632 627 219

9:30 AM    CALL TO ORDER
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES
APPROVAL OF VOUCHERS

CONSIDERATION AND/OR DECISION ON THE FOLLOWING ITEMS:

.I. APPROVE /DENY A RESOLUTION TO CONDUCT COUNTY MEETINGS VIRTUALLY

.II. APPROVE/DENY THE CONSERVATION TRUST FUND APPLICATIONS AND PROPOSALS

.III. APPROVE/DENY COUNTY APPOINTED BOARD VACANCIES

.IV. APPROVE/DENY THE STATE HISTORICAL FUND GRANT EXTENSION - AMENDMENT B

.V. APPROVE/DENY DOLA APPLICATION FOR THE LAKE GEORGE FIBER PROJECT

.VI. POSTPONED UNTIL FURTHER NOTICE - CONSIDERATION OF TRANSFER OF OWNERSHIP FOR SUBLIME ENTERPRISES, LTD. FROM SOLE OWNERSHIP BELONGING TO JORDAN GARNER TO SOLE OWNERSHIP OF MARY GARNER.

ADDRESS: 61859 US HIGHWAY 285
PARK COUNTY BOARD OF COMMISSIONERS
AGENDA
Virtual Meeting
THURSDAY, MARCH 26, 2020

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ADDRESS:
61859 US HIGHWAY 285
APPLICANT: MARY GARNER

Application_Redacted.pdf
Transfer of Ownership BOCC Staff Report.pdf

PUBLIC HEARING(S)

.I. POSTPONED UNTIL FURTHER NOTICE - REZONING CASE #20ZON-01
PROPERTY IS 160 ACRES IN SECTION 28, T11 R74 ADDRESSED AS 3600 SUMMIT RD., HARTSEL. THE APPLICANT IS REQUESTING TO REZONE THE LAND FROM RESIDENTIAL TO AGRICULTURAL.

APPLICANT: Edward Rautenkranz

.II. POSTPONED UNTIL FURTHER NOTICE - CONDITIONAL USE PERMIT CASE #20CUP-01 PROPERTY IS 0.86 OF AN ACRE IN SECTION 8, T12 R75 ADDRESSED AS 12855 HWY. 24, HARTSEL. THE APPLICANT IS REQUESTING A CONDITIONAL USE PERMIT FOR AN EMERGENCY SERVICES FACILITY.

APPLICANT: South Park Ambulance District

.III. POSTPONED UNTIL FURTHER NOTICE - AMENDMENT TO CONDITIONAL USE PERMIT CASE #20CUP-02 PROPERTY IS A 35.72 ACRE PARCEL LOCATED IN SECTION 9, TOWNSHIP 10S, RANGE 73W, ADDRESSED AS 20859 COUNTY ROAD 77. APPLICANT IS REQUESTING APPROVAL FOR AN AMENDMENT TO THE SITE PLAN FOR THEIR CONDITIONAL USE PERMIT FOR A CONFERENCE AND RETREAT FACILITY AND COMMERCIAL CAMPGROUND.

APPLICANT: Lily Fernandez

.IV. POSTPONED UNTIL FURTHER NOTICE - REZONING CASE #19ZON-11 – CONTINUED TO APRIL 30, 2020 PROPERTY IS 36.8 ACRES IN SECTIONS 3 AND 4, T9 R78 ADDRESSED AS 2611 C.R. 8, ALMA. THE APPLICANT IS REQUESTING TO REZONE THE LAND FROM MINING TO RESIDENTIAL RANCH.

APPLICANT: Kathryn Levin

PUBLIC COMMENTS

EXECUTIVE SESSION IN REGARD TO LEGAL & PERSONNEL MATTERS (CLOSED SESSION)

ADJOURN

ADMINISTRATIVE SESSION

TIMES ARE APPROXIMATE. ITEMS MAY BE HEARD EARLIER OR LATER THAN SHOWN ABOVE.

NOTE: Items May Be Added To These Agendas Up To 48 Hours Before The Scheduled Time.
PARK COUNTY BOARD OF COMMISSIONERS

AGENDA

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ADDRESS:

61859 US HIGHWAY 285

APPLICANT:

MARY GARNER

Application_Redacted.pdf

Transfer of Ownership BOCC Staff Report.pdf

PUBLIC HEARING(S)

POSTPONED UNTIL FURTHER NOTICE - REZONING CASE #20ZON - 01

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APPLICANT:

Edward Rautenkranz

PUBLIC HEARING(S)

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APPLICANT:

South Park Ambulance District

PUBLIC HEARING(S)

POSTPONED UNTIL FURTHER NOTICE - AMENDMENT TO CONDITIONAL USE PERMIT CASE #20CUP - 02

PROPERTY IS A 35.72-ACRE PARCEL LOCATED IN SECTION 9, TOWNSHIP 10S, RANGE 73W, ADDRESSED AS 20859 COUNTY ROAD 77. APPLICANT IS REQUESTING APPROVAL FOR AN AMENDMENT TO THE SITE PLAN FOR THEIR CONDITIONAL USE PERMIT FOR A CONFERENCE AND RETREAT FACILITY AND COMMERCIAL CAMPGROUND.

APPLICANT:

Lily Fernandez

PUBLIC HEARING(S)

POSTPONED UNTIL FURTHER NOTICE - REZONING CASE #19ZON - 11 CONTINUED TO APRIL 30, 2020

PROPERTY IS 36.8 ACRES IN SECTIONS 3 AND 4, T9 R78 ADDRESSED AS 2611 C.R. 8, ALMA. THE APPLICANT IS REQUESTING TO REZONE THE LAND FROM MINING TO RESIDENTIAL RANCH.

APPLICANT:

Kathryn Levin

PUBLIC COMMENTS

EXECUTIVE SESSION IN REGARD TO LEGAL & PERSONNEL MATTERS (CLOSED SESSION)

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NOTE: Items May Be Added To These Agendas Up To 48 Hours Before The Scheduled Time. Items May Be Deleted Or Cancelled At Any Time. Please Check Website “Parkco.Us” for most Updated Agendas. If You Need Further Information, Please Contact The BOCC (Board of County Commissioners) Office At: 719-836-4201.
Retail and Medical Marijuana Facility License Application

Note: Failure to progress in construction and operation of a facility may result in denial of license renewal.

Type of License (check all that apply): ☐ New Application ☐ Renewal ☐ Change of Ownership

☐ Retail
☐ Medical
☐ Store
☐ Cultivation
☐ MIP
☐ Testing Facility

Enclosed Fee: Payment required at the time of application. Make checks payable to Clerk and Recorder. Note: The Application Fee for a Marijuana License is non-refundable.

☐ Application Fee of $2,900.00 PLR LICENSE and Canvassing Deposit $3,500.00
☐ Annual Renewal Application Fee of $700.00 per License
☐ Renewal Late Fee of $700.00 per License, if applicable

$2,900 Change of ownership

Submitting the Application: Please follow the steps listed herein and supply all requested information.

1. Business Information:

<table>
<thead>
<tr>
<th>Legal Name of Business</th>
<th>Cannobluu Creations, LLC</th>
<th>Date of Business Establishment</th>
<th>7/22/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name of Business (dba)</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical Address (specify all locations)</td>
<td>61859 highway 285, Bailey, CO 80421</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Mailing Address

If the applicant is a business entity, provide the following information:

* Legal status of entity and proof of registration with, or certificate of good standing from, the Colorado Secretary of State.
* Evidence of a valid State sales tax or excise tax license for the business.
2. Applicant Information: Provide one of the following forms of identification: a) a state-issued driver’s license, state-issued identification card, United States military identification card, valid United States passport, or enrollment card issued by the government authority of a federally recognized tribe.

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Mary Lucille Garner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Birth</td>
<td></td>
</tr>
</tbody>
</table>

The applicant shall also provide the following information for all applicants, employees, managers, and persons having a ten percent or more financial interest in the marijuana establishment, or, if the applicant is an entity, having ten percent or more financial interest in the entity, on a separate sheet of paper:

* Name, address, and date of birth.
* New Applicants: Fingerprint submittal to Park County Sheriff Department will be verified.
* Proof of Residence: Physical residence mailing. Acknowledgment and consent to a background investigation, including a criminal history check.

3. Location Basics:

Address of Facility: 61859 Highway 285, Bailey (0 8042)

Tax Parcel Number: 7156 Zoning: Commercial

The physical location(s) of the business must be located within a proper zone district. Please confirm with the Park County Planning & Zoning Department the correct zoning of the proposed business location(s) as well as the permitted uses within that zone district prior to the submission of this application.

4. Pre-Existing Business: If the application is for a pre-existing business, provide the date the business was established and submit evidence of establishment such as leases or sales tax receipts (as attachments).
5. Property Owner(s) Information: Provide the name, address, and signature of the property owner(s). If there are multiple owners, please include this information for all owners. Use an additional sheet if necessary.

<table>
<thead>
<tr>
<th>Property Owner(s)</th>
<th>Sorby Mountain Properties, LLC</th>
</tr>
</thead>
</table>

If the applicant is not the owner of the proposed licensed premises, provide the following information:

* Notarized statement from the owner of the property authorizing the use of the property for a marijuana establishment.
* Copy of any deed, lease, contract, or other document reflecting the right of the applicant to possess the proposed licensed premises along with conditions of occupancy of the premises.

6. Business Owner(s) Information: Provide the name, address, and signature of the business owner(s), or applicable LLC information. If there are multiple business operators, be sure to include information for all business owners. Use an additional sheet if necessary.

<table>
<thead>
<tr>
<th>Business Owner(s)</th>
<th>Mary Lucille Gaver</th>
</tr>
</thead>
</table>

7. Nearby Restricted Facilities: The applicant shall provide a map and detailed list showing the following uses that are located within 500 feet of the proposed licensed premises: all licensed child care facilities, educational institutions, halfway house or correctional facility, schools, colleges or universities (either public or private), public park, public pool, or recreational facilities (public or private): AND a map and detailed list showing all retail/medical
marijuana stores that are located within 1,000 feet of the proposed licensed premises. Use additional sheets if necessary.

**Nearby Restricted Facilities within 500 feet**

None: See attached map

**Nearby Restricted Facilities within 1,000 feet**

None: See attached map

8. **Canvassing:** Canvassing helps demonstrate the needs and desires of the neighborhood(s). Upon determination of the applicable neighborhood by the BOCC, a canvass will be used to determine the needs and desires of the neighborhood.

9. **Vehicle Trips:** Provide the number of vehicle trips per day expected to be generated by the proposed business. Keep in mind that one vehicle produces two trips (arrival and departure).

<table>
<thead>
<tr>
<th>Employees</th>
<th>4-10 Employees = 8-20 trips per day; Deliveries = 1-2 trips per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrons</td>
<td>0 trips = NO patrons, wholesale only</td>
</tr>
</tbody>
</table>

10. **Water and Wastewater Information:** Provide information detailing the expected source of water at the proposed business, level of water use, and wastewater discharge. This information must include both the business as well as the entire parcel and should be given in gallons per day. **Wells cannot be used for marijuana cultivation unless the well permit states so specifically.** Also see notes below.

<table>
<thead>
<tr>
<th>Expected Source of Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>On site commercial water well</td>
</tr>
<tr>
<td>Expected Level of Water Use (gallons per day)</td>
</tr>
<tr>
<td>50-100 gallons per day; drinking and sanitary use only</td>
</tr>
<tr>
<td>Expected Wastewater Discharge (gall/Day)</td>
</tr>
<tr>
<td>50-100 gallons per day; sanitary only</td>
</tr>
<tr>
<td>How many employees do you have on site?</td>
</tr>
<tr>
<td>4-10 employees</td>
</tr>
</tbody>
</table>

Attach any additional permits or other applicable documentation related to well use, septic system use, and/or water sanitation.
Water Requirements for Plant Cultivation:

- If water will be provided by a community water system, please list the water system that will be used.
- If a new or existing well is to be used as the only source of water for the business, and the well is to be used for plant cultivation, participation in a court-approved augmentation plan will likely be required. Please list the source of augmentation for the well or provide a current valid well permit allowing for all the proposed business uses, including indoor plant cultivation.
- If water is to be hauled in, please list the source(s) from which the water will be hauled. In addition, monthly reports using a pre-approved accounting sheet must be provided to the District 23 Water Commissioner upon request. All receipts showing water purchases must be kept on file and made available to the District 23 Water Commissioner upon request.
- If drinking and sanitary water uses will be provided by a commercial-exempt well permit, and all other uses will be provided by hauling in water, then monthly reports using a pre-approved accounting sheet must be provided to the District 23 Water Commissioner upon request. The accounting sheet must list the monthly meter reading for the commercially-exempt well, along with all deliveries of hauled in water. The source of the hauled water must be provided, and all receipts for water purchases must be kept on file and provided to the District 23 Water Commissioner upon request.
- If another source of water not listed above is to be used, please list that source.

11. Access Information: Provide copies of any driveway permits, easements, and/or CDOT access permits as applicable.

12. Comprehensive Business Operation Plan: Please provide a business plan for the proposed establishment to address, at a minimum, the following components:

a. A phasing plan outlining progress of construction and operations.
b. A security plan (by narrative): meeting the requirements of Section 24 of this Ordinance, which shall include a general description of the security system(s) and confirmation that those systems will meet State requirements and be approved by the State prior to commencing operations.
c. A description (by category) of all products to be sold.
d. If the retail/medical marijuana establishment will be providing retail/medical marijuana products in edible form, evidence of at a minimum a pending application for any food establishment license or permit that may be required by the State.
e. A health and sanitation plan demonstrating compliance with the Colorado Permanent Retail Marijuana Rules, 1 CCR 212-2 or Medical Marijuana Rules, 1 CCR 212-1.
f. A signage plan and narrative that is in compliance with all applicable requirements of Ordinance No. 16-01 and other applicable provisions of the Park County Land Use Regulations.
g. Material Safety Data Sheets for all nutrients, pesticides, and other chemicals proposed for use in the facility.
h. A plan for the disposal of marijuana and related byproducts meeting the requirements of Section 30 of Ordinance No. 16-01.
i. An odor and fugitive light mitigation plan.
Certification:

I certify that am signing this application form as the owner of record of the business included in this application. I certify that the information and exhibits I have submitted as part of this application are true and correct to the best of my knowledge. I certify and understand that this application gives the County the right of entry to inspect the parcel and all buildings on the parcel related to the retail/medical marijuana business for compliance with zoning and building codes pursuant to this license application.

Print Name of Applicant: Mary Lucille Garner
Signature of Applicant: [Blank]

This section reserved for use by County staff.
January 13, 2020

SUBLIME ENTERPRISES LTD
61859 State Highway 285
Bailey, CO 80421

License Type: Retail Marijuana Products Mfg
License # 404R-00301

Dear Jordan Garner and Mary Lucille Garner,

The purpose of this correspondence is to inform you that on January 13, 2020, the requested Change of Ownership application was approved by the Colorado Marijuana Enforcement Division (MED). Issuance of this approved State license is contingent upon the new owner obtaining a marijuana business license from the appropriate Local Licensing Authority. This Change of Ownership resulted in Jordan Garner selling the above-named business to Mary Garner. In order to operate a Marijuana Business, Mary Garner is required to deliver the license issued by the Local Licensing Authority to the MED Lakewood Office (Attention Business Licensing Office Manager). Following receipt of the new local license, the MED will issue the associated State license to the new owner(s) within one (1) business day. Once issued, the State license will be effective immediately, with the issue date reflected on the license.

Jordan Garner will retain ownership until the effective date of the state license, and is responsible for maintaining the licensed premises, securing all marijuana inventory and/or renewing the license if expiring prior to the effective date.

Sincerely,

[Signature]

James Burack
Division Director
COLOMB CEO DIVISION OF WATER RESOURCES
DEPARTMENT OF NATURAL RESOURCES
1311 Sherman St., Ste 211, Denver, CO 80203
Main (303) 866-3681 Fax (303) 866-2223ownerpermitcontae@state.co.us
CHANGE IN OWNER NAME/ADDRESS
CORRECTION OF THE WELL LOCATION
Review Instructions on the reverse side prior to completing the form.

Name, address and phone of person claiming ownership of the well permit
Jorjby Mountain Properties, LLC, a Colorado limited liability company
Mailing Address: 7435 S. Gary Place
City, St, Zip: Tulsa, OK 74136
Phone: ________________________________ E-mail Address: ________________________________

This form is filed by the named individual/family claiming that they are the owner of the well permit as referenced below. This filing is made pursuant to C R S 37-90-143

WELL LOCATION
Well Permit Number: A-1
Receipt No: ___________ Case Number: ___________
County Park
61859 US Highway 285, Bailey, CO 80421-3500
(Address) ___________ (City) ___________ (State) ___________ (Zip) ___________

1/4 of the ___________ 1/4 Sec ___________ Twp. ___________ □ N. or □ S. Range ___________ □ E or □ W., ___________ P.M ___________

Distance from Section Lines
Ft. From □ N. or □ S., Ft. From □ E or □ W Line
OR: GPS well location information in UTM format You must check GPS unit for required settings as follows
Format must be UTM. □ zone 12 or □ zone 13; Units must be meters; Datum must be NAD83. Unit must be set to true north
Easting ___________ Northing ___________

Subdivision Name Horseshoe Park Sub Lot ___________ Block ___________ Filing/Unit ___________

The above listed owner(s) say(s) that he, she (they) own the well described here. The existing record is being amended for the following reasons:
□ Change in name of owner □ Change in mailing address □ Correction of location for exempt wells permitted prior to May 6, 1972 and non-exempt wells permitted before May 17, 1985.

Please see the reverse side for further information regarding correction of the well location.

I (we) claim and say that I (we) (am) (are) the owner(s) of the well permit described above, know the contents of the statements made herein and state that they are true to my (our) knowledge.

Sign or enter the name(s) of the new owner(s)
If signing print name & title
Date (mm/dd/yyyy)

Jorjby Mountain Properties, LLC, a Colorado limited liability company
April 6, 2016

I am the responsibility of the new owner of this well to complete and/or sign this form. If an agent is signing or entering information please see Instructions.

Please send confirmation of acceptance of change in owner name/address via: □ Email address listed above □ US Mail

State Engineer

By

Date

ACCEPTED AS A CHANGE IN OWNERSHIP
AND/OR MAILING ADDRESS.

File No: F0542254
HORSESHOE PARK
Lot 1 AKA TRACT A, B, C

PARK COUNTY HEALTH OFFICE
FAIRPLAY, COLORADO 80440

APPLICATION FOR NON-MUNICIPAL WASTE DISPOSAL SYSTEMS

1. Applicant (Owner): Park Realty
   Telephone: 888-7666
   Address: Box 301
   City: Bailey
   State: Colo.
   Zip: 80421

2. Property Information:
   a. Legal Description: Lot 1, Blk. 1, Horseshoe Park
   b. Common Address: ____________________________
   c. Nearest Town: Bailey
   d. Size of Property (Acres): 1/42
   e. Type of Structure: Private

3. Water Information:
   a. Source of Water: Domestic
   b. Depth of Well: 100' Distance to 1st Water Table: 85'
   c. Is Property in Close Proximity to Stream? Yes
   d. Percolation Test: Yes
   e. Rate of Percolation: _____ minutes per inch.

4. Who conducted Percolation Test? KUIG & ASSOCIATES

5. Name and Address of Person or Firm Responsible for Installation:
   Pioneer Builders 273-46

6. Is System Mechanical or Standard Septic System: STANDARD

7. The Undersigned Acknowledges That the Above Information is True and That Failure Information Will Deprive and Invalidate the Application and/or Subsequent Permit.
   Signature: Bob Martinez
   Date: 11/25/72

APPLICATION GOOD FOR 1 YEAR AFTER DATE

HEALTH OFFICE INFORMATION ONLY:

A. Tank Capacity: 1500 gal. 2,000 gal.
B. Absorption Area: 480 sq. ft. (+2 Dimension: 12 x 40)
C. If Mechanical: Type
D. System Installed By: Excavating Unlimited
    On The Date: ____________________________
E. Cost Paid: ____________________________
F. Approved: ____________________________
   Date: 12/28/72
G. Sanitation: Richard ____________ Date: 48 hrs. Close

Approved for Commercial Structure with 80 Employees.
BUSINESS LEASE (Triple Net)

THIS LEASE, made and entered into this 1st day of November, 2019 is between Jorbay Mountain Properties, LLC, hereinafter called the “Landlord,” and Cannalulu Creations, LLC, hereinafter called the “Tenant.”

WITNESSETH THAT:

1. Definition of Terms: Whenever the words “Landlord” and “Tenant” are used in this lease, they shall include Landlord and Tenant and shall apply to persons, both men and women, companies, partnerships and corporations. “Building” shall mean the entire property known as 61859 State Highway 85, Bailey, CO 80421.

2. Leased Premises: In consideration of the payment of the rent hereinafter provided, and the keeping and performing of each of the covenants and agreements of the Lease hereinafter set forth, Landlord does hereby lease to Tenant the following described premises and building, including all appurtenances, situate in the County of Park and State of Colorado, to wit:

Lot 1, Horseshoe Park;

Consisting of approximately 2,400 square feet (the “Premises”) and the Leased Equipment.

3. Term of Lease and Minimum Rent: The term of this lease shall commence on the 60 days after Tenant receives the issuances of the Retail Marijuana Products Manufacturing Licenses from Park County and the State of Colorado, and expire at midnight on the 31st day of December, 2024. for the minimum rental (“Base Rent”) payable in monthly installments of Seven Thousand Dollars ($7,000.00) per month in advance on or before the first day of each calendar month during said term at 424 Lark Lane, Bailey, CO 80421, or at such other place as Landlord may designate from time to time in writing. The installments of rent are payable without demand, regardless of any other dispute between Landlord and Tenant. Tenant hereby waives any rights to setoff against the installments of rent any claims it may have against Landlord. If Tenant obtains possession of the Premises prior to the commencement date of this Lease, all other terms and conditions of this Lease shall apply immediately upon such possession, except Tenant’s obligation for Base Rent, which shall start in accordance with the above.

4. Additional Rent. In addition to the Base Rent, Tenant shall be responsible to reimburse Landlord for all of Landlord’s real estate taxes and assessments, property insurance, and cost of well and septic permits and renewals within 30 days after written notice from Landlord, which notice shall include copies of the appropriate bills and/or invoices.

5. Tenant’s General Agreement: For and in consideration of the leasing of the Premises. Tenant covenants and agrees as follows: To pay the rent for the Premises hereinabove provided promptly when due and payable; to pay all assessments for water rents and sewer charges levied against the Premises and all charges for utilities to the Premises, including heating, cooling, and electricity; to pay all charges for telephone; to pay all charges for trash and waste disposal; to pay all costs of well and septic permits and related maintenance and repair costs; to keep all improvements upon the Premises, including all sewer connections, plumbing, heating and cooling appliances, wiring and glass, and the Leased Equipment in
good order and repair and to replace same as the need arises at the expense of Tenant; to order no repairs at the expense of Landlord, and, at the expiration of this lease, to surrender and deliver up the Premises in as good order and condition as when the same were entered upon, ordinary wear and tear excepted; to use the Premises for no purposes prohibited by the law or ordinances of the State of Colorado, whether now in force or hereinafter enacted; to keep the Premises clean and in the condition required by the laws, ordinances and regulations of the laws or ordinances of the State of Colorado and United States and all other political subdivisions having jurisdiction over same; to keep the interior of the Premises, such as the windows, floors, walls, doors, showcases, and fixtures clean and neat in appearance; to remove all trash and debris which may be found in or around the Premises; to neither permit nor suffer any disorderly conduct, noise or nuisance about the Premises having a tendency to annoy or disturb any persons occupying the adjacent premises; to commit no waste upon the Premises; to neither permit nor suffer the Premises or the walls or floors thereof, to be endangered by overloading; to permit Landlord to place a For Rent card upon the Premises at any time sixty (60) days before the end of this Lease; to surrender and deliver up the possession of the Premises promptly at the expiration of this Lease, or, in the case of termination of Tenant’s possession under this Lease on account of a breach in the keeping of any one or more of the covenants or agreements hereof, upon three (3) day’s notice.

6. Failure of Tenant to Maintain Premises: If Tenant neglects or refuses to repair or maintain the Premises as required hereunder, to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant’s merchandise, fixtures or other property, or to Tenant’s business by reason thereof, and upon completion thereof, Tenant shall pay Landlord’s cost for making such repairs upon presentation of a bill therefor.

7. Indemnity Agreements: Tenant agrees to neither hold nor attempt to hold Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alternations, injury or accident to the Premises, to adjacent premises or other parts of the Premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof, or any person, or liable for any injury or damage occasioned by defective electric wiring, or the breaking, bursting, stoppage or leaking resulting from freezing or otherwise of any part of the plumbing, roof leak, air condition, heating, fire control sprinkler systems or gas, sewer or steam pipes; and Tenant will save and hold harmless Landlord from all claims, suits and liabilities for all loss, expense, damage or injury to persons or property arising from or occurring by reason of its occupation or use of the Premises, save and except only such losses or injuries arising or occurring solely by any act or omission of Landlord. Landlord shall not be liable for any damage to property of Tenant or of others located on the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. All property of Tenant kept or stored on the Premises shall be kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to same.

8. Repairs to Premises: Landlord agrees that all repairs to the structural load-bearing exterior walls and foundation shall be its obligation, except that Landlord shall have no duty or obligation to repair any damage caused by Tenant or Tenant’s employees, agents or invitees. Tenant shall notify Landlord, in writing, of any repairs or maintenance to said structural walls or foundation which may be required, and Landlord shall have a reasonable time to make such repairs. Tenant agrees that all other repairs to and maintenance of the exterior and interior of the Premises, including but not limited to, roof, HVAC system,
parking area, landscaping, interior walls, doors, glass, electrical systems and water and sewer systems, shall be the obligation and responsibility of Tenant.

9. **Right of Entry, Changes and Additions to Buildings:** Landlord hereby expressly reserves the right, during normal business hours, to enter onto the Premises for the purpose of inspection, repairs, alterations, improvements and additions to the Premises or the Building of which it is a part; Landlord also expressly reserves the right to add extensions or alterations to the Building. Tenant shall not, however, contract for or make any alterations, additions extensions or construction of any kind to the Premises, unless expressly approved in advance by Landlord in writing. Tenant shall pay for all reasonable costs and fees incurred by Landlord in the review of any such proposed alterations, additions or construction.

10. **Character of Occupancy:** The Premises shall be used and occupied only as Retail Marijuana Products Manufacturing facility. Landlord makes no representations or warranties that the Premises shall be usable for the purposes intended by Tenant.

11. **Insurance:** Tenant further agrees to provide public liability insurance for bodily injury with single limit of not less than $2,000,000.00 per occurrence and aggregate limit of $5,000,000.00, and a policy of property damage insurance for the replacement value of the Building of which the Premises are a part in an amount determined by Landlord in its reasonable discretion, written with a company having Best's key rating of A-X(10) or better and shall name Landlord and its designees under said insurance policy as additional insureds. Tenant shall furnish to Landlord a certificate of insurance prior to the commencement date of this Lease indicating that the liability policy is in full force and effect on the commencement date of this Lease, that Landlord and its designees have been named as additional insured and that said policies will not be cancelled unless ten (10) day’s prior written notice of the proposed cancellation has been given to Landlord. In addition, Tenant shall from time to time pay for the property damage and liability insurance carried by Landlord promptly upon presentation of a bill therefor from Landlord, and on or before the commencement date of this Lease shall reimburse Landlord for its proportionate share of any insurance which has been prepaid.

12. **Taxes:** During the full term hereof, or any extension thereof, Tenant shall pay the real estate taxes and assessments assessed against the Building prior to their due dates and upon receipt of the tax statement from Landlord and shall provide to Landlord evidence of payment of same within ten (10) days after payment. Taxes and assessments for any partial year shall be prorated between Landlord and Tenant. Tenant shall pay all personal property taxes, levies and assessments against personal property and trade fixtures owned by Tenant.

13. **Signs:** No signs or advertisement shall be placed or printed upon the outer walls, doors, windows, roof, fence/gate or land area of the Premises, which are to be viewed from outside the Premises, except those signs and locations as Landlord shall approve in writing prior to installation.

14. **Replacement of Building:** In the event the Premises or a portion thereof shall become untenable on account of the damage by fire, act of God, or other casualty, Landlord shall be given the option to correct the deficiency or condition which rendered the Premises untenable. Within thirty (30) days after receipt of written notice from Tenant as to the damage to the property, Landlord shall notify Tenant in writing as to whether or not it elects to repair same. If, in the opinion of Landlord, it is not feasible to repair or rebuild same, then, and in that event, Landlord shall have the right to terminate this Lease. During the
period from Landlord's receipt of notice from Tenant of damage to the Premises until the Premises are restored to their prior condition and possession thereof given to Tenant, the rent shall abate on the portion of the Premises that is untenable, except that if the Premises become untenable due to the actions of Tenant or its agents or employees, the rent shall continue in full force and effect and shall not abate. Landlord shall not in any case be liable for any loss of profits or income occasioned to Tenant during such period. In the event said repair has not been completed within the period specified, then Tenant may have the option to cancel this Lease. If either Tenant or Landlord terminates this Lease as provided in this paragraph, any monies due and owing to Landlord at that date shall be paid by Tenant to the date that Tenant vacates the Premises, and all further obligations on the part of both parties hereto shall cease and Landlord shall incur no obligation whatsoever from the termination of this Lease.

15. Holdover Agreement: If after the expiration of the term of this Lease, Tenant shall remain in possession of the Premises and continue to pay rent without any express written agreement as to such holding over, then such holding over shall be deemed and taken to be a holding over upon a tenancy from month-to-month at a monthly rental equivalent to 200% of the Base Rent, such payments to be made as set forth above. In the event of such holding over, all terms of this Lease are to remain in full force and effect on said month-to-month basis.

16. Bankruptcy: It is further agreed between the parties hereto that, if Tenant shall be declared insolvent or bankrupt, or if any assignment of Tenant's property shall be made for the benefit of creditors or otherwise, or if Tenant's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a trustee in bankruptcy, or a receiver to be appointed for the property of Tenant, whether under operation of the state or the federal law, then, and in any such case, Landlord may, at its option, immediately, with or without notice (being expressly waived), terminate Tenant's right to possession under this Lease and immediately take possession of the Premises without the same working any forfeiture of the obligation of Tenant to pay base rent and other charges due and to become due under this Lease.

17. Subordination: Tenant agrees that this Lease is and shall be, at all times, subject and subordinate to the lien of any mortgages which Landlord or its assigns shall make covering the Premises and to any and all advances to be made thereunder and to the interest thereon; provided, however, that regardless of any sale of the Premises under any mortgages recorded after the date hereof, so long as Tenant performs all covenants and conditions of this Lease and continues to pay rent to whosoever may be lawfully entitled to same, this Lease and Tenant's possession thereunder shall not be disturbed by the mortgagee or anyone claiming under or through such mortgages. Tenant agrees to execute any and all instruments in writing which may be required by Landlord to subordinate Tenant's rights to the lien of such mortgages subject to the terms of this paragraph.

18. Financial Statements and Estoppel Certificate: Tenant shall at any time and from time to time, upon not less than ten (10) day's prior written notice from Landlord, deliver to Landlord a statement in writing certifying the status of this Lease, the dates to which rent and other charges are paid, and setting forth any uncured defaults on the part of Landlord hereunder. Tenant shall at any time and from time to time, upon not less than ten (10) day's prior written notice from Landlord, deliver to Landlord its most current financial statement; provided that Landlord shall have no right to ask for such financial statements unless Landlord is, in good faith, attempting to sell or obtain financing on the Building, and the potential purchaser or lender has requested financial information on the status of the tenants in the Building.
19. **Default of Tenant:** Tenant further covenants and agrees that, if the rent above stated, or any part thereof, shall be in default, or in case of a breach of any of the covenants or agreements herein, Landlord may terminate Tenant’s right to possession under this Lease, and after the expiration of three (3) days from the date of service of a written notice to that effect, be entitled to possession of the Premises. If Tenant shall refuse to surrender and deliver up possession of the Premises, after the service of said notice, then and in that event, Landlord may without further notice or demand, enter into and upon the Premises or any part thereof, and take possession thereof and repossess the same as Landlord’s former estate, and expel, remove and put out of possession Tenant, using such help, assistance and force in so doing as may be needful and proper, without being liable for prosecution or damages therefor, and without prejudice to any remedy allowed by law available in such cases. This paragraph shall be supplemental to Paragraph 4b. Taking possession by Landlord, or Landlord’s service of an eviction demand shall not constitute an election by Landlord to terminate this Lease, unless expressly so stated in writing. All remedies stated herein are in addition to and cumulative with all other remedies provided by law and equity.

20. **Vacating During Term:** If Tenant shall vacate the Premises before the end of the term of this Lease as a result of voluntary abandonment, eviction, court order or any other reason, or shall be in default under any of the terms or provisions of this Lease, Landlord may at its option and without notice enter the Premises, remove any signs and property of Tenant therefrom, and relet the Premises or any part thereof as it may see fit without such retaking voiding or terminating this Lease, and for the purposes of such reletting, Landlord is authorized to make any repairs or changes in or to the Premises, at the expense of Tenant (which shall be payable to Landlord upon demand), as may be necessary or desirable for the purpose of such reletting, and if a sum shall not be realized from such reletting to equal the monthly rental provided herein to be paid by Tenant plus all other costs and expenses associated with such default, vacation and/or reletting (including, without limitation, attorney’s fees, the cost of preparing the space for reletting and real estate commission), Tenant will pay such deficiency each month upon demand therefor, and if suit is filed to collect any monies due from Tenant under this Lease, reasonable attorney’s fees shall be assessed as part of the judgment. In addition, if Tenant is in default, Landlord may, at its option, obtain judgment for the rent and other charges past due under this lease and to become due for the balance of the remaining lease term (in which case, if the Premises is then relet, the monies from the reletting shall be applied to the costs and expenses associated with the default and reletting, and then applied to the judgment). Regardless of any default or termination of Tenant’s possession, Tenant shall be liable for the full term of this Lease, as originally demised, unless Landlord expressly terminates the Lease in writing.

21. **Assignment and Subletting:** Tenant shall not assign or mortgage this Lease in whole or in part, nor sublet all or any part of the Premises without the prior written consent of Landlord. In the event the Premises are sublet by Tenant, or this lease is assigned or mortgaged, Tenant will remain liable under the terms of this Lease for the remaining balance of the lease term, including all modifications and alterations thereof and shall not be released from the performance of any terms, covenants and conditions contained herein. Landlord and any assignee have no obligation to obtain the previous Tenant’s approval before making any such modifications or alterations to this Lease, and the previous Tenant’s obligations shall not be reduced as a result of the failure to obtain its approval. Tenant shall pay all reasonable costs and fees incurred by Landlord in reviewing any such proposed assignment or subletting, regardless of whether the assignment or subletting is eventually consummated. Tenant waives all claims for damages resulting from Landlord’s failure to consent to any such assignment or subletting, and Tenant’s sole remedy shall be of an action for specific performance in the form of injunctive relief.
22. **Lien of Landlord**: Tenant hereby grants to Landlord a lien upon all furniture, fixtures, equipment, leasehold improvements, inventory, merchandise and other property belonging to Tenant and located on or within the Premises at any time during the term of this Lease, to secure the performance of Tenant's obligations under this Lease, said lien to be prior to any other lien on such property. This Landlord's lien may be foreclosed in the same manner as a financing statement under the Uniform Commercial Code and common law of the State of Colorado, and the filing of this Lease in accordance with the Uniform Commercial Code shall constitute full lawful notice of this lien. If Landlord also has a lien on such property, or any portion thereof, by virtue of a financing statement or other instrument or by operation of law, the lien under this Lease shall be in addition thereto and Landlord shall have alternative remedies at its option. Tenant hereby appoints Landlord as its agent to sign all security agreements and/or financing statements reasonably necessary or proper for filing with the appropriate county and the Colorado Secretary of State in order to perfect this lien.

23. **Surrender of Possession**: Tenant agrees to deliver up and surrender to Landlord possession of the Premises, including all plumbing, wiring, sewer connections, lighting fixtures, glass, fixtures, walls, ceilings, floors and appurtenance at the expiration or termination of this Lease or any extension thereof, by lapse of time or otherwise, in as good order and condition as when possession was taken by Tenant, excepting only ordinary wear and tear. If Tenant shall fail to remove any effects which it is entitled to remove from the Premises upon the termination of this Lease, or any extension hereof, for any cause whatsoever, Landlord, at its option, may remove the same and store or dispose of said effects, without liability for loss or damage thereto, and Tenant agrees to pay to Landlord on demand any and all expenses incurred in such removal, including the cost of removal of signs from the windows, making the Premises including sidewalks, courts or alleyways adjacent thereto, if any, free from all dirt, litter, debris and obstruction, including court costs, attorney's fees, storage and insurance charges on such effects for any length of time the same shall be in Landlord's possession; or Landlord, at its option, without notice, may sell such effects, or any of them, at private or public sale and without legal process, for such price or consideration as Landlord may obtain, and apply the proceeds of such sale upon any amounts due under this Lease from Tenant to Landlord, and upon the expense incidental to the removing, cleaning the Premises, selling said effects and other expense, rendering the surplus, if any, to Tenant; provided, however, in the event the proceeds of such sale or sales are insufficient to reimburse Landlord, Tenant shall pay such deficiency upon demand.

24. **Legal Costs and Expenses**: Tenant agrees to pay Landlord for all costs and expenses, including reasonable attorney's fees, in any court action brought by Landlord to recover any rent due and unpaid under the terms hereof, or for the breach of any of the terms and conditions herein contained, or to recover possession of the Premises, whether or not such court action or actions shall proceed to judgment.

25. **Notices**: All notices, demands, requests or other instruments required under this Lease by either party shall be sent by certified or registered mail to Landlord at the address listed for payment of rent set forth above or is sent by certified or registered mail or hand delivered to Tenant at the Premises.

26. **Mechanic's Liens**: The right of Tenant, or any person claiming through or under Tenant, to charge any mechanic or materialman's liens for labor or material upon or against Landlord's interest in the Premises is hereby expressly denied. Tenant shall not allow any such lien to be filed. If any lien is filed and not discharged within fifteen (15) days thereafter, Landlord may file, settle or pay same, without
regard for its validity, and Tenant shall pay all costs, fees and monies expended by Landlord in fighting, settling or paying such lien. Tenant shall not be in default if, within said fifteen days, Tenant posts a bond or other security reasonably satisfactory to Landlord to insure that Landlord will not suffer any loss or damage as a result of such lien.

27. Condemnation of Premises:

(a) If the entire Premises, at any time during the term of this Lease or any extension thereof, shall be taken by the exercise of the power of eminent domain or under threat thereof, this Lease shall then terminate as of the date of title vesting in such proceeding, all rentals shall be paid up to that date, and Tenant shall have no claim against Landlord nor the condemning authority for the value of the unexpired term of this Lease.

(b) In the event of a partial taking of the Building or more than 25% of the land area, which leaves the Premises unfit for the normal and proper conduct of the business of Tenant, then Tenant shall have the right to cancel and terminate this Lease effective upon the actual partial taking, all rentals shall be paid up to that date, and Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this Lease. If this Lease shall not be cancelled as above provided, it shall continue in effect and the rental after such partial taking shall be that part of the rental herein agreed to be paid which the value of the untaken part of the Premises, immediately after the taking bears to the value of the entire Premises immediately before the taking. If Tenant's continued use of the Premises requires alterations and repairs by reason of a partial taking, Landlord may elect to terminate this Lease within thirty (30) days after such partial taking, may elect to continue it, in which event Landlord shall make all necessary alterations and repairs at its expense which are required because of such partial taking. Until such alterations and repairs shall have been completed, an equitable abatement of rent shall be made to Tenant for any portion of the Premises unfit for occupancy and use in the conduct of Tenant's business for the period during which the same is unfit for such occupancy and use.

(c) In the event of any condemnation or taking, whether whole or partial, Tenant shall not be entitled to any part of the award paid for said condemnation; Landlord is to receive the full amount of such award, Tenant hereby expressly waiving any right or claim to any part thereof. Although all such damages awarded in the event of any condemnation are to belong to Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold or to the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

28. Waiver: The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of a preceding breach by Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the
time of the acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing duly executed by Landlord.

29. **Tenant's Obligation:** If Tenant fails to perform any of its obligations under this Lease, Landlord may (but shall have no obligation to) perform the same for the account and at the expense of Tenant, but only after fifteen (15) day's prior written notice to Tenant, or without notice, if in Landlord's reasonable opinion an emergency exists. Tenant shall immediately pay to Landlord any costs, fees and expenses incurred by Landlord in performing Tenant's obligations hereunder.

30. **Environmental Provisions:** Tenant shall keep and maintain the Premises in compliance with and shall not cause or permit the Premises to be in violation of any federal, state, or local laws, ordinances or regulations relating to environmental conditions on, under or about the Premises, including but not limited to, soil and groundwater conditions. Tenant shall not use, generate, manufacture, store or dispose of, under or about the Premises or transport to or from the Premises any Hazardous Materials. Hazardous Materials are any flammable, explosive, radioactive, toxic, or other related materials, including but not limited to, "hazardous substances" as defined in the Comprehensive Environmental Response and Liability Act of 1980 et seq. Tenant hereby agrees to indemnify Landlord, its officers, directors, agents, and employees and hold Landlord, its officers, directors, agents, and employees harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative, and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to, attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of any activity carried on or undertaken on or off the Premises during the term of this Lease and whether by Tenant or any employees, agents, contractors or subcontracts of Tenant, or by any third party at any time occupying or present on the Premises, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport, or disposal of any Hazardous materials at any time located or present on, under or about the Premises. Tenant shall immediately advise Landlord in writing of (i) any and all enforcement, cleanup, remedial, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any Hazardous Materials laws; (ii) all claims made or threatened by any third party against Tenant or the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials; and (iii) Tenant's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any laws.

31. **Availability of Utilities:** Landlord does not warrant or guarantee the continued availability of any or all utility service to the Premises. Except as provided in the following sentence, the interruption, diminution or cessation of such utilities shall not be construed as an actual or constructive eviction of Tenant nor shall Tenant be entitled to any claim for damages or abatement of its obligations under this Lease on account thereof, unless such interruption is caused by Landlord's negligence. Landlord shall have the right to interrupt the utilities, upon reasonable prior notice, as may be necessary for repairs, alterations, or maintenance, and if utilities are interrupted by Landlord under this sentence for a period longer than 48 hours, Tenant shall be entitled to an equitable reduction in rent and other charges based on the period after the initial 48 hours, for which and to the extent to which such utilities are interrupted. In such event, abatement and/or equitable reduction shall be Tenant's sole remedy.
32. **Landlord’s Liability:** The obligations of Landlord under this Lease do not constitute personal obligations of Landlord, its agents, principals, employees, successors or assigns. Tenant shall look solely to the Building and to no other assets of Landlord for satisfaction of any liability arising out of or in connection with this Lease and Tenant’s occupation of the Premises, and Tenant will not seek recourse against Landlord or any of its other assets for satisfaction of any claims arising out of or in connection with this Lease or Tenant’s use of the Premises and the Building.

34. **Late Charges:**

(a) Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of rent or other sums due from Tenant shall not be received by Landlord or Landlord’s designee within ten (10) days after the date due, Landlord may charge Tenant a late charge equal to ten percent (10%) of such past due amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of a late payment by Tenant. Acceptance of late charges and past due rent by Landlord shall in no event constitute a waiver of Tenant’s previous or subsequent default with respect to timely payment of rent or other sums due, or prevent Landlord from exercising any of the other rights and remedies granted hereunder concerning Tenant’s default.

(b) In the event any installment of rent or other sum due from Tenant is not received within ten (10) days after the due date, commencing on the 11th day after the date the sum was due, Landlord may charge interest at the rate of eighteen percent (18%) per annum on the past due amount pro-rated accordingly to the date of actual payment.

35. **Confidentiality:** It is expressly understood and agreed between the parties that Tenant shall not disclose the base rental rate or the other terms and conditions of this Lease to any person or persons except (i) the owners of the Building and their agents, including any management company and its employees, and (ii) any bank or other lender in connection with a bona fide application made by Tenant for a loan or other credit arrangement, but in this case, Tenant shall require the bank to maintain the confidentiality of this information. If Tenant violates the agreement set forth in this paragraph, the base rental rate shall, from the date of such disclosure, escalate to 200% of the monthly base rental rate and shall thereafter be the monthly base rental rate for the remainder of the Lease term (subject to any escalation provisions in this Lease).

36. **Entire Agreement:** This Lease constitutes the entire agreement between the parties, and shall not be modified unless the modification is in writing and signed by both parties. Tenant states that it is not entering into this Lease based on any representations, warranties, promises or other inducements other than those set forth in this Lease.

37. **Successors and Assigns:** The obligations and rights under this Lease shall be binding upon and inure to the benefit of the heirs, administrators, personal representatives, successors and assigns of the parties; provided, however, that any assignment or subletting by Tenant in violation of the terms of this Lease shall not vest any rights whatsoever in the assignee or subtenant.
38. **Quiet Possession:** Upon payment by Tenant of all rent and other charges and the performance of all the covenants, conditions and provisions on Tenant’s part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the Lease Term, subject to all provisions of this Lease.

39. **Force Majeure.** Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, except of the payment of monies by Tenant, there shall be excluded from the computation of such period any delays due to strikes, riots, acts of God, shortages or labor or any cause or causes beyond the parties’ reasonable control.

40. **Extension Option:** Tenant is hereby granted the option to extend the term of this Lease for one additional 5-year period(s), by giving notice of exercise of the option to Landlord at least 180 days prior to the expiration of the initial term (the “Notice”), upon the same terms and conditions contained in this Lease, except that the amount of Base Rent shall be the then prevailing market rate for the Premises for a comparable term and other similar buildings within a one-mile radius of the Premises as reasonably determined by Landlord. If the Notice is not timely given, then this option shall be deemed terminated.

41. **Miscellaneous:**

   (a) If any provision of this Lease is found to be illegal or unenforceable, the remaining portions of this Lease shall not be affected.

   (b) This Lease shall be construed under the laws of the State of Colorado.

   (c) The paragraph headings are for convenience reference only and are not to be used in the interpretation of this Lease.

   (d) As a condition to Landlord’s acceptance of this Lease, prior to execution by Tenant, Tenant shall pay the sum of $300.00 to Landlord as consideration for its preparation.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**LANDLORD:**
BUSINESS PLAN FOR
Cannalulu Creations, LLC
61859 State Highway 285, Bailey, CO 80421

Mission & Purpose

To ethically and safely establish a marijuana-infused products facility that manufactures extracts, edibles, and infused cannabis products of the highest quality. Our goal is to manufacture both THC & CBD infused products for patients with cancer, epilepsy and other life-threatening ailments at the lowest wholesale-cost possible to the patient and/or consumer, while supporting both Park County and the State of Colorado recreational cannabis growers and dispensaries, while contributing to the local community of Bailey and Park County by generating tax revenue and increasing property values in the immediate area.

Ownership

The Managing Member and licensee of the company is Mary (Lucy) Garner who is experienced in cannabis extraction, manufacturing, and infusion processes. Mary is a three-year plus Bailey Colorado resident. Mary is currently holds a KEY Occupational Badge issued by the Marijuana Enforcement Division (MED) of Colorado. She has passed the background checks by law enforcement. Mary is currently married and owns both and home and 60 acres in Bailey, Colorado.

Mary will be purchasing equipment for hydrocarbon extractions, distillation, low-temp vacuum ovens, vape cart filling machinery, lotion filling dispensers, and labeling equipment.

Description of the Facility

The facility is a 2,400 square foot commercial facility located in the “old bank building” on the outskirts of Bailey, Colorado about 1/2 way up Crow Hill. The building is relatively new (built 1978) and has a nice appearance, both inside and outside. The facility was fully renovated in 2017 to include a new roof, flooring, walls, ceilings, paint, doors, all new electrical outlets and lighting (including a power upgrade), all new plumbing (to include a mop sink, a 3-compartment sink, and a hand sink), a new ADA-compliant restroom, 5 x new Heat/AC units, a 26-camera/security system with key fab controls to control areas of limited access within the building, a 900ft+ 6’ chain link fence with barbed wire and an automatic access gate to control who comes and goes from the facility.

The facility will not be open to the public. All exterior windows will be opaque/translucent or mirrored to prevent exterior viewing to the inside of the facility. There will be little or no impact on the community.

All mail will be delivered to a PO BOX, not to the building.

The front doors will be locked and accessed as an emergency exit only. The back door will be locked and only used for loading and unloading, and as an emergency exit. The side door of the building will be the main entrance of the building for all employees and visitors. There will be a security vestibule through this side entrance that will only allow access to the Unisex restroom of the building and to the Break Room. There will then be an interior door that is key-card access controlled for security purposes into the lab/factory space of the building. This will act as a barrier for security and access into the
secured part of the facility. Visitors will not be allowed into the lab/manufacturing space of the building without a visitor pass, identification, and sign-in.

The facility will eventually have a commercial kitchen installed. There is currently a state-of-the-art Class I Division I Extraction room installed within the lab for extraction safety. An existing exterior building is design for gas bottle storage.

Material Safety Data Sheets will be available for any chemicals used at the facility.

Security

There is a 26 camera state of the art security camera system that monitors both the inside and outside of the facility, including a separate and locked DVR room to house the equipment and recorders.

Security for the business includes the following:

A. 26-Security surveillance cameras installed to monitor all entrances and exits as well as the interior and exterior of the premises located as shown on the attached drawing.

B. A professionally monitored and maintained burglar and emergency alarm system monitored by Security and Safe, Inc. The alarm will also signal a silent alarm with the Park County Sheriff’s Office when tripped.

C. A locking VAULT permanently affixed to the premises that is suitable for the storage of all marijuana and cash overnight on the licensed premises located per attached drawing.

D. Exterior lighting that illuminates the exterior walls of the licensed premises in compliance with Article V, Division 7, Section 709, page 65 of the Park County Land Use Regulations located as shown on the attached drawing.

E. Deadbolt locks, solid steel doors, and key-card entry will be placed on all exterior doors.

F. A separate locked area that houses the DVR (recording) system and the computer server for the business.

All security recordings shall be preserved for at least 40 days or greater and will be made available to the Park County Sheriff’s Office or MED upon request.

All cash on hand and cannabis product will be stored in the bank vault located in the facility under 24/7 surveillance and alarm control.
Deliveries

We intend to have all supply deliveries made to the facility one to two times per week. We intend to make wholesale deliveries to dispensaries several times per week. All supply pickups and drop-offs will be performed by a team of two employees with an unmarked company vehicle. Any pick-up or drop-off of any material that contains cannabis will be accompanied by two employees and a detailed manifest that includes what product is being transported and the exact amount being transported will be documented and recorded through METRC.

Safety

Safety is imperative in this process. Most of us have a propane tank in our backyards for heating our homes, or maybe for a BBQ grill. The solvents we use in our processes are N-butane (Food grade butane), which has very similar chemical and solvent properties to propane. When proper storage and good safety precautions are used, these solvents are very safe and harmless. This is the same process and method used in the manufacturing of ‘Vanilla Extract’ that we all use for baking cookies and cakes.

We will be using both a Closed-Loop Extraction Method and a Short Path Distillation System that are both very safe and effective. All equipment will be Colorado Peer Reviewed and Compliant.

Material Safety Data Sheets (MSDS) forms will be kept organized in a binder on site for all chemicals and materials used.

An Occupational Safety & Health Administration (OSHA) policy binder will be kept on site for employee review. This binder will be organized and updated yearly during employee OSHA training.

Butane is a wonderful, four carbon organic alkane that turns from a liquid to gas to liquid with ease. Butane is listed by the Food & Drug Administration (FDA) as “GRAS” substance meaning it is Non-Toxic, Non-Carcinogenic, and it is recognized as safe for consumption at ‘good manufacturing practice’ levels.

Butane’s vapor point is highly favorable as it turns from a gas to liquid with ease. It is also slightly water soluble, which increases with lower temperatures. This makes it more efficient at capturing water-soluble terpenes. Butane also runs at lower pressures is closed loop systems like we use.

Studies have shown that Butane shows zero effect on volunteers who were exposed to 500ppm/8hrs over a 2-week period. Therefore, one gram of concentrate with 450ppm of residual butane has 4.5mg of butane. To reproduce the toxicology study, you would have to do a 1-gram dab, every breath for 8 hours, and experience NO noticeable effects (from butane). This means it is virtually impossible to overdose or harm oneself by the ingestion or inhalation of residual butane. Our goal is to have near ZERO residual butane.

We will follow Occupational Safety & Health Association (OSHA) standards and practices. We intend to have yearly OSHA training as a requirement for all employees. Extraction machine operators will be required to attend training and certification in operation of a closed loop extraction system.

All spare and empty solvent tanks will be locked and stored outdoors in a metal cage designed for this purpose.
Products

Our intention is to work closely with biochemists and organic chemists in the testing and development of strain specific cannabis oils and very specific combinations of these cannabis oils in the treatment requests by dispensary patients/customers.

The extraction method will provide strain specific extracts, concentrates, and distillate. A detailed list of the products to be sold (by category) follows:

We plan to sell wholesale cannabis products only. The products that we will provide are Cannabis Oil based medicines that include various levels of THC, THCa, THCV, CBD, CBDa, CBN, CBG, and CBGa, depending on the dispensaries/patients/consumers needs:

1. CBD, CBN, and THC Specific Cannabis Oils
2. Cannabis Oil Capsules and Vitamins
3. Cannabis Oil Creams and Lotions for topical use
4. Cannabis Essential Oils
5. CBD Oils Derived from Hemp
6. Cannabis Infused Edibles
7. Cannabis Vape cartridges

Many of the Cannabis Oils that we manufacture will also be sold on the wholesale market to other companies for their use in manufacturing cannabis-containing products, such as different MIP -- edible manufacturers, etc. There is a growing market in cannabis concentrates and a big need in supply of high quality concentrates and infused edible products.

Testing

All cannabis materials will be tested through small test samples before and after the extraction process through an outside testing laboratory approved by the MED.

Initially, all raw cannabis plant material will be tested for mold, pesticides, chemicals, genetics, strain, THC content and CBD content. This will ensure that all of our cannabis plant material is organic and free of contaminants by scientific testing.

Secondarily, small samples of each concentrate made will be tested for contaminants, residual solvents, purity, clarity, Terpene content, THC content and CBD content before being packaged for delivery to the dispensaries.

Testing twice protects the consumer, our company, and the industry as a whole. The more scientific, clean, and pure the product we manufacture is, the better our final product will be and the consumer will be assured that the product they are consuming is safe to their health.

Target Market

The target market for our company’s products will be retail establishments located in Park County and the Denver Metropolitan Area. We will be the middle-man, so we will need both suppliers and buyers.
We will be wholesale only. We will purchase raw cannabis and hemp plant material from licensed local growers, called Optional Premises Cultivation facilities (OPCs), in Park County and the surrounding areas. We will then use this raw plant material to process into Cannabis Oil concentrates that can then be sold to dispensaries at the wholesale level for resale to patients and consumers in the Colorado Retail Marijuana market or these concentrates can also be sold to other state licensed Manufacturer or Infused Products facilities (MIPs) to be used in different forms of edibles, tinctures, or lotions that they may then sell to dispensaries for their products.

We will develop multiple brands for all levels of socio-economic levels.

We would like to add Medical Cannabis to our MIPs facility in the very near future. We would also like to use our 1 acre of commercial property to grow up to 500 plants outdoors during the growing season in green houses.

**Suppliers**

The company will be obtaining most raw plant product from and contracting with suppliers located primarily in Park County and then in other counties, to include Denver, Adams, Arapahoe, Boulder, Park and Pueblo, following receipt of the licenses from Park County and MED.

We intend to grow a limited supply of our own plants (up to 500 per a MIPs License) to aid in the control of our genetics. This will allow us to do R&D for future products and to improve our current products.

Employees will make deliveries or pick-ups 2-4 times per week.

**Sales Approach**

The company will be working with a consultant with connections in the industry who will be directing the sales and marking aspects of the business. We will be working with local Park County OPCs to help move their raw material product into the new and modern cannabis concentrate market that is the future of the cannabis industry. There will be no sales appointments at this secured building. All sales meetings will be conducted off-site.

**Employees**

The facility will be managed by its owner Mary Garner. Initially there will be 1-2 full-time employees who will be employed for the extraction and infusion processes, packaging, and distribution. All employees will be required to be in possession of a current and updated MED Key Employee Badge or MED Support Employee Badge. Through this process each employee will have a state background check. We will also perform our own background check on employees by:

- Driving record, a complete history.
- CBI records check. This will list all arrests, if any, regardless of the disposition of the arrest.
- Searched as to a defendant in any criminal case, county and district court. This will provide the minute orders and disposition of a case that was filed with a local court.
- Searched as to a party in any civil case, e.g., a civil search will possibly reveal any small claims cases or propensity to sue, evictions such as a FED, defendant in a money demand, etc.
• All Employees will sign a non-disclosure agreement before being hired.

Consultants

The company will be engaging part-time consultants for marketing and contacting suppliers.

Environmental Impact

There will be very little, if any, environmental impact in this process. Butane rapidly degrades having a half-life of 6 days in the sun-soaked atmosphere. Several microorganisms exist also that use butane/propane as a food source.

Odor and Fugitive Light Mitigation Plan

There will be NO odor or fugitive lighting from this facility. This is a processing only facility and will only require indoor fluorescent and incandescent lighting for typical indoor office/room lighting.

During processing, raw cannabis plant material will be ground up and separated for extraction in a separate interior room with charcoal-filtered ventilation. Cannabis oil has very little smell and will not be a nascence to anyone.

Extraction Process

The process for the extraction of cannabis oil has been used for decades. It is basically the same process by which ‘Vanilla Extract’ for cooking is made from the vanilla bean. Essential oils from many different botanical plants for use in foods, topical applications, and lotions are fabricated in this same manor. Many perfumes are also made using a similar extraction process as the one being described. The process is performed inside of a Food Grade Stainless Steel Closed-Loop Extraction System that is engineered for Colorado Safety Compliance Standards and Food Compliance Standards.

To start, we test the content of all of our raw plant material for strain, phenotype, oil content, medicinal components, and contaminants. The raw plant material is then measured and loaded into a specially fabricated stainless steel column, then capped, and sealed. A food-grade solvent that is kept at very cold temperatures (~80°F or less) is then poured from its holding tank over the raw plant material and allowed to soak the raw plant material for a specified amount of time. This soaking allows the food-grade solvent to strip all of the medicinal compounds (THC, THCa, THCV, CBN, CBD, CBDa, CBC, CBCa, CBG, and CBGa), Terpenes (flavor compounds), and Lipids (plant fats) from the actual plant material (leaves, buds, and stems). The solvent is then strained through several levels of filters, where the solvent is then recovered back into a holding tank, leaving cannabis oil concentrate in a separate container and the raw plant material remaining in the original SS column.

The cannabis oil is then poured out onto parchment paper. The cannabis concentrate is then placed into the vacuum oven and allowed to purge for 2-3 days under pressure and low-temp heat to ensure 100% solvent removal prior to lab testing and packaging.

The food-grade solvent is 99.9999% recovered in a Closed-Loop System and is therefore able to be reused over and over in the same process. The solvent is kept at a very low temperature and pressure by use of a jacketed-deep freeze re-circulator and a jacketed heat-bath re-circulator that enable the machine
to move the solvent in a completely passive manner at 0 Psi or less (an excellent safety standard). All solvent materials and their storage tanks will meet and follow Hazmat standards and guidelines. Material Safety Data Sheets (MSDS) will be kept on all products being used per OSHA standards.

The post-extracted plant material will be disposed of by a contracted waste management company. (TBD) per Section 30 of Ordinance 16-01.

Once the concentrate material is completely purged in the ovens for 36-48 hrs, the concentrate material will be tested for Medicinal Content (THC, THCa, THCV, CBD, CBDa, CBN, CBG, CBGa), Terpenes (flavor content), and Contaminants before packaging. Once testing has been completed on the concentrate product, the final product will be cleared for packaging and distribution to dispensaries or other MIPs for production or retail sale.

All final products will be lab tested and verified for quality, concentration, contaminants, and safety before leaving the facility.

All of the packaging will be child-proof and clearly labeled for contents, dosage and safety in accordance with state law prior to leaving our facility for delivery to the dispensaries for public consumption.

**Waste Disposal**

The plan for disposal of marijuana and related byproducts will be contracted with a professional waste management company specializing in this type of disposal, which will meet the requirements of Section 30 of Ordinance No. 16-01 prior to the time the business opens.

All waste will be mixed with soil in a 1:1 ratio and disposed of in the dumpster for pickup. All waste weights will be recorded and tracked.
Health & Sanitation Plan -- SOP

Health and Sanitation has to do with how we keep our lab, our employees, and our products clean, sanitized, and free of contaminants.

The Procedure for Health and Sanitation will be:

Our Lab Facility:
1. All SS countertops are wiped down with ethanol both before and after any work in that area is started and finished. DO NOT USE ANY CLEANING AGENTS—THEY CAN CONTAMINATE OUR PRODUCTS!!!!
2. All floors are swept and mopped daily at the end of each workday. All mop water is disposed of in the mop sink.
3. All RR are wiped down daily to include the toilet, the sink, and the mirror.
4. All interior windows and doors are wiped down at the beginning of each month. They should be free of dust and streaks.
5. We expect the lab to be extremely clean and kept this way at all times.

Our Employees:
1. All employees are expected to wear CLEAN clothes daily.
2. All employees are expected to keep long hair tied back and/or under a hat or hair net.
3. Beards must be kept clean and trimmed above the shirt collar.
4. All employee fingernails should be trimmed short and kept free of dirt or grime. Hands should be washed frequently throughout the day. Employees are required to wash their hands after each restroom visit.
5. When handling ANY product Vinyl Gloves should be worn at all times.
6. Employee shoes should be kept clean and free of loose dirt.
7. Lab coats are encouraged in the lab.

Our Products:
1. Cleanliness of products and their containers is critical to success.
2. If any product is found to be contaminated, please dispose of the product to the waste container, immediately.
3. Each container should be checked for contaminants before filling of the container.
4. DO NOT touch any product with any tools that are not being soaked in Ethanol. Ethanol is the only cleaning agent allowed near product, tools that touch products, or containers that may hold product for any reason. This minimizes contamination by soaps and isopropyl alcohol during lab testing.
5. If any product touches the floor, it is to be disposed of.
6. Any product that fails testing twice must be disposed of per the Waste Disposal SOP.
Waste Disposal SOP

The plan for disposal of marijuana and related byproducts will be contracted with a professional waste management company specializing in this type of disposal, which will meet the requirements of Section 30 of Ordinance No. 16-01 prior to the time the business opens.

The Procedure for Waste Disposal will be:

1. Consolidate waste DAILY in the weigh and prep room.
2. Wasted flower is dumped into a large plastic container for weighing.
3. Any glass jars or beakers containing wasted oil that are reusable should be soaked in Ethanol to remove the oil, then soaked in HOT water for 1 hour before washing in soap, rinsing, and drying.
4. Wasted oil that is mixed with ethanol is consolidated into a large waste jar that is labeled WASTE OIL.
5. Once the WASTE OIL is ready for disposal, the jar is broken into a large plastic black trash bag (the same as flower) and mixed with soil for disposal.
6. Weigh the waste and record onto the waste log found on the wall in the weigh and prep room. Make sure to note the ORIGINAL BATCH NUMBER from the BLUE TAG.
7. Place the BLUE TAG into the bin the contains the other wasted tags on the shelf.
8. Place waste into a large trash can lined with a BLACK PLASTIC TRASH BAG.
9. Mix soil into the trash bag at a 1:1 ratio....Example: 2lbs of waste = 2lbs of soil
10. Mix the soil and the waste thoroughly.
11. Dispose of the Trash Bag into the outside LOCKED dumpster. Keep the dumpster locked at all times.

**The waste must remain inside the ‘LIMITED ACCESS AREA’ until the waste has been recorded, and mixed with soil.**
WAGE WITHHOLDING LICENSE

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CANNALULU CREATIONS, LLC
61859 US HIGHWAY 285
BAILEY CO 80421-3500

Executive Director
Department of Revenue

▲ Detach Here ▲

Important Verification Process

If you are new to Colorado withholding tax visit: www.Colorado.gov/revenue/withholdingbasics

This license will be valid as long as you are doing business under the same name and ownership shown on the license. **Revenue Online is the way to access your account and file returns.** At www.Colorado.gov/RevenueOnline you can file and view your returns and payments, update your mailing address, and submit your Annual Reconciliation and withholding statements through your Revenue Online account.

All the information you need to register is on this document; have it with you before you begin. Follow these easy steps.

1. Go to www.Colorado.gov/RevenueOnline
2. Click on the Sign Up (Individual or Business) link on the right.
3. Click on Continue.
Now click on: Enter Taxpayer Information. Click on the down arrow in the Account Type list and select Other. Use the first 8-digits of the account number shown on your license. Complete the rest of the screen.
Next click on: Enter Login Information and complete the screen (this is information YOU get to create for the account).
Next click on: Enter Account Information and complete the screen.

Your Letter ID is: L18331162208

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

1. Click on the Login button.
2. Enter the Authorization Code from your email (first time only).
3. Click Login. You should then be in your account. NOTE: If you have additional tax types registered under the same Account Number, such as sales tax, you will be able to view those tax types through the account that you can now access. You do not need to create separate Login IDs and Passwords for each tax in your account.

Filing Returns

If you are a withholding frequent filer, you must use Electronic Funds Transfer (EFT). You may register for EFT through your Revenue Online account.
To file a return, go to Revenue Online (www.Colorado.gov/RevenueOnline). You must file a return even if you have no tax to remit and file a "zero" return. Tax reporting and payment are your responsibility. To avoid late penalties and interest, file online on or before the due date.

You may close your tax account through Revenue Online when you no longer have employees with Colorado withholding.
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,

Cannalulu Creations, LLC

is a

Limited Liability Company

formed or registered on 07/22/2019 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 20191576680.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/29/2019 that have been posted, and by documents delivered to this office electronically through 10/30/2019 @ 12:07:01.

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 10/30/2019 @ 12:07:01 in accordance with applicable law. This certificate is assigned Confirmation Number 11884836.

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/docs/CertificateServlet.do for entering the certificate's confirmation number displayed on the certificate and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/docs/click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."
Signage Plan -- SOP

Signage is important for a couple of reasons. First, so, our neighbors know who we are and what we do. Second, signage is very important so that outside people and vendors can find us. The mountains are limited with addresses and street signs, and sometimes, Google Maps is wrong. Signage helps to pinpoint our location.

A small 24’ x 60’ plastic/vinyl sign on our front gate entry at about 4’ elevation from the ground is important to let people know they are in the right place visiting our lab. This sign will only contain the name of our business, “Cannalulu Creations, LLC” and any logo that is created in the future.
# StatementOfTaxesDue

Account Number P0064866  
Assessed To  
JORBAY MOUNTAIN PROPERTIES LLC  
PO BOX 889  
BAILEY, CO 80421-0889

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Total Tax Charge $2,946.94

Grand Total Due as of 01/23/2020 $2,946.94

Tax Billed at 2019 Rates for Tax Area 0505 - Platt Canyon Fire - PP

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Taxes Billed 2019 61.6890000 $2,946.94

* Credit Levy

AMOUNTS SHOWN ARE CORRECT AT THE TIME OF PRINTING.

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAIN WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER AUGUST 1.

TAX LIEN PAYMENTS:
1. MUST BE PAID BY CASH, CASHIERS CHECK, MONEY ORDER OR ONLINE AT WWW.PARKCO.US/TREASURER.
2. PLEASE PUT "ATTN:TAX LIEN" ON THE OUTSIDE OF THE ENVELOPE.
3. MUST BE RECEIVED IN THE OFFICE BY THE ABOVE DUE DATE. POSTMARKS NOT ACCEPTED.
4. PAYMENTS WILL ONLY BE ACCEPTED FROM THE OWNER, HIS AGENT OR ANY OTHER PERSON HAVING A LEGAL OR EQUITABLE CLAIM AGAINST THE PROPERTY PER STATUTE CRS 39-12-103

Park County Treasurer  
P.O. Box 638, Fairplay CO 80440  
(719)-836-4334
**Statement Of Taxes Due**

Account Number R0017156  
Parcel 17156

Assessed To  
JORBAY MOUNTAIN PROPERTIES LLC  
424 LARK LN  
BAILEY, CO 80421-2031

**Legal Description**  
T07 R72 S20 NW4 HORSESHOE PARK SUBDIVISION LOT 01 THAT PART AKA TRACT A, B AND C LESS ROW DESC 464/526

**Situs Address**  
61859 HWY 285 BAILEY 80421

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**Grand Total Due as of 01/23/2020**  
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**TAX LIEN PAYMENTS:**
1. MUST BE PAID BY CASH, CASHIERS CHECK, MONEY ORDER OR ONLINE AT WWW.PARKCO.US/TREASURER.
2. PLEASE PUT “ATTN:TAX LIEN” ON THE OUTSIDE OF THE ENVELOPE.
3. MUST BE RECEIVED IN THE OFFICE BY THE ABOVE DUE DATE. POSTMARKS NOT ACCEPTED.
4. PAYMENTS WILL ONLY BE ACCEPTED FROM THE OWNER, HIS AGENT OR ANY OTHER PERSON HAVING A LEGAL OR EQUITABLE CLAIM AGAINST THE PROPERTY PER STATUTE CRS 39-12-103

Park County Treasurer  
P.O. Box 638, Fairplay CO 80440  
(719)-836-4334
### Account Information

<table>
<thead>
<tr>
<th>Account Number</th>
<th>95506719</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Name</td>
<td>MARY L GARNER</td>
</tr>
<tr>
<td>Service Address</td>
<td>424 LARK LN</td>
</tr>
</tbody>
</table>

**Cycle 02**  
**Rate A**  
**District 2**

### Account Summary

<table>
<thead>
<tr>
<th>Bill Date</th>
<th>10/03/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Bill</td>
<td>$531.85</td>
</tr>
<tr>
<td>Total Payments</td>
<td>-$531.85</td>
</tr>
<tr>
<td>Current Bill</td>
<td>$287.73</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$287.73</td>
</tr>
</tbody>
</table>

### Usage Profile

#### Last Year
- 1656 kWh

#### Last Month
- 2026 kWh

#### This Month
- 2181 kWh

**Avg Cost per day:** $9.60  
**Avg kWh per day:** 75.21 kWh

### Important Billing Information

Thank you for helping us keep costs low by using Automatic Bill Pay and eBilling.

**Message Board**

We redesigned our bill. Historical comparisons are better defined, the Important Billing Information section includes details specific to your account, and current charges are now shown on the back. You can donate to Energy Outreach Colorado by checking the box on the stub and entering your information on the back. For more information about the new bill, visit www.irea.coop.

### Additional bill details on back

Please return this portion with your check to ensure proper credit to your account.

**Intermountain Rural Electric Association**

P.O. DRAWER A  
SEDALIA, CO 80135

Check box to update contact info, sign up for paperless billing or contribute to Energy Outreach Colorado. Fill out information on reverse side.

**Check box for Automatic Payment**

Please make checks payable to: IREA

**Bill Date:** 10/03/17  
**Due Date:** 10/24/17  
**Account Number:** 95506719  
**Total Amount Due:** $287.73
HI MARY,

See how this bill's electric spending compares to the same month last year.

**Year To Date Charges:** $3,143.14

<table>
<thead>
<tr>
<th>Meter Readings</th>
<th>Account Number: 95506719</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Meter</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Read Dates</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Days</strong></td>
<td>29</td>
</tr>
<tr>
<td><strong>Previous Read</strong></td>
<td>67076</td>
</tr>
<tr>
<td><strong>Current Read</strong></td>
<td>69257</td>
</tr>
<tr>
<td><strong>Mult.</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Actual Use</strong></td>
<td>2181</td>
</tr>
<tr>
<td><strong>Details</strong></td>
<td>kWh</td>
</tr>
</tbody>
</table>

**My Billing Snapshot**

**This Bill** $278.48

**Last Year's Bill** $213.85

**Year To Date Charges:** $3,143.14

**Current Charges**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy Charge</td>
<td>(2181 X 0.1231) $268.48</td>
</tr>
<tr>
<td>Basic Service Charge</td>
<td>$10.00</td>
</tr>
<tr>
<td>Disconnect Notice Fee</td>
<td>$9.25</td>
</tr>
</tbody>
</table>

**Total Current Charges** $287.73

---

**Automatic Bill Pay**

If remembering to pay your electric bill every month is another task you'd like to scratch off of your to-do list, then Automatic Bill Payment is the perfect solution for you! This service is free of charge. Visit [www.irea.coop/payment-options](http://www.irea.coop/payment-options) to download the form.

**Energy Assistance**

If you would like to help IREA members stay warm, safe, and healthy in their homes throughout the year, you can contribute directly via your IREA bill. Fill out the form below to contribute, or visit Energy Outreach Colorado at [www.energyoutreach.org](http://www.energyoutreach.org) for more info.

**Budget Billing**

Helps you equalize your monthly service budget. For more information, please visit [www.irea.coop/billing](http://www.irea.coop/billing).

**Paperless Billing**

Convenience at its best! Receive your bill securely via your email inbox rather than through postal mail. Fill out the form below to sign up, or visit [www.irea.coop/billing](http://www.irea.coop/billing) to learn more.

---

**I would like to update my contact information:**

Name  __________________________________________________________________________________________________________

Mailing Address  __________________________________________________________________________________________________

City  _______________________________________________________________    State  _________    ZIP  _______________________

Primary Phone Number  _________________________________    Alternate Phone Number  ___________________________________

**I would like to receive my bill via email (eBilling):**

Email Address (required)  __________________________________________________________________________________________

**I would like to help IREA assist struggling families in Colorado via Energy Outreach Colorado:**

One-Time Contribution: $ _______________    OR Monthly Contribution:      $5      $10     $20      Other $ _______________

Signature  _______________________________________________________________________        Date  _______________________
WARRANTY DEED

THIS DEED, Made this 08 day of April, 2016 between

The Jerry K. Phelps Family Trust
of the State of Arizona, grantor and

Jorbay Mountain Properties, LLC, a Colorado limited liability company
whose legal address is: 7435 S. Gary Place, Tulsa, OK 74136
of the State of Colorado, grantee.

WITNESSETH, That the grantor for and in consideration of the sum of Four Hundred Forty-Five Thousand Dollars and No/100's ($445,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and
conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Park, and State of COLORADO, described as follows:

Lot 1,
Horseshoe Park,
County of Park,
State of Colorado

also known by street and number as 61859 US Highway 285, Bailey, CO 80421-3500

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise pertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensiling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 “Title Review”, of the contract dated February 29, 2016, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLER:

The Jerry K. Phelps Family Trust

by Jerry K. Phelps as Trustee

STATE OF Arizona
COUNTY OF Pima

The foregoing instrument was acknowledged before me this 7 day of April, 2016 by Jerry K. Phelps as Trustee of The Jerry K. Phelps Family Trust

Witness my hand and official seal.
My Commission expires: 10/23/19

Notary Public

SUSAN DEURLOO
Notary Public - Arizona
My Comm. Expires Oct 23, 2019
To: Board of County Commissioners  

Date: February 26, 2020  

Prepared by: Louise Derengowski, Planning Technician  
Sheila Cross, Director of Development Services  

Subject: Sublime Enterprises, LTD.  
Marijuana License Transfer of Ownership  

Request: Transfer of Ownership of Retail Marijuana Products Manufacturing Facility License  

License Summary:

<table>
<thead>
<tr>
<th>Current Business Owner(s):</th>
<th>Jordan Garner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant &amp; Proposed Business Owner:</td>
<td>Mary Garner</td>
</tr>
<tr>
<td>Location:</td>
<td>61859 Highway 285 - see Attachment 1, Vicinity Map.</td>
</tr>
<tr>
<td>Zone District:</td>
<td>Commercial (C) - see Attachment 2, Zoning Map.</td>
</tr>
<tr>
<td>Lot Size:</td>
<td>0.86 acres</td>
</tr>
<tr>
<td>License Type:</td>
<td>Retail Marijuana Products Manufacturing Facility</td>
</tr>
</tbody>
</table>

Background:

Sublime Enterprises, LTD. was originally issued a license on September 8, 2016. The license has been properly renewed every year. The facility is located at 61859 Highway 285, Bailey. The owner, Jordan Garner, is applying to transfer ownership of the license to Mary Garner who is requesting to change the name of the facility to Cannalulu Creations, LLC. The facility has not been operating since July 5, 2019.

The background check results for Mary Garner have been received and approved by the Sheriff, please see Attachment 3.

The current license was issued with the following conditions:

1. No fugitive light shall be emitted from the interior of the structures used for marijuana products manufacturing.
2. No wastewater attributable to marijuana cultivation shall leave the structures used for marijuana products manufacturing.
3. No marijuana-related odors shall be detectable beyond the borders of the licensed premise.
4. No signage identifying the licensed establishment as a retail marijuana establishment or referencing cannabis or marijuana is allowed.
5. Licensee shall work with the Building Department to ensure that all building code requirements are met.
6. Licensee shall work with the Platte Canyon Fire Protection District to ensure that all fire codes and related requirements are met.
7. Licensee shall ensure that all requirements of the Park County Land Use Regulations are met.
8. Licensee shall comply with all applicable State of Colorado marijuana laws, rules, and regulations. Should the State prohibit the method of marijuana concentrations employed by Licensee prospectively (i.e. grandfathering existing production facilities using that method) the Licensee shall comply with the then-current regulation.
9. Licensee shall work with the Park County Environmental and Public Health Departments to ensures all related requirements are met.
10. Licensee shall, before the commencement of operations, submit a system safety certification from an independent authority in a form acceptable to Park County staff.
11. All representations regarding the conduct of the licensed retail marijuana establishment made by the Licensee or its representatives, in the application or during the public hearing on the application, are incorporated herein and made a condition of the license. Any failure by the Licensee to perform or comply with such representations or any other condition set forth herein may result in suspension or revocation of the License.

BOCC Action:

A public hearing is not required for approval of a transfer of ownership. The BOCC’s options with respect to the license are to:
- Approve the license transfer with the previously stipulated conditions (above),
- Approve the license transfer of ownership with revised conditions, or
- Schedule a public hearing regarding the transfer of ownership.
Parcel data should not be considered survey quality. Park County will not be held liable for misuse or misinterpretation of this data. © Park County GIS 2014
Attachment 2 - Zoning Map

Date: 2/27/2020

1 inch = 300 feet

Parcel data should not be considered survey quality. Park County will not be held liable for misuse or misinterpretation of this data. © Park County GIS 2014
February 25, 2020

Dear Board of Commissioners,

Mary Garner is a new applicant to obtain a Retail Marijuana License for the Cannalulu Creations, LLC, facility which is located at 61859 US Highway 285 in Bailey. We have received the results of an acceptable background check from the CBI and FBI.

Sincerely,

Tom McGraw
Sheriff