



## RETAIL MARIJUANA LOCAL LICENSING APPLICATION

<b>San Juan County Land Use Administrator</b> <b>P.O. Box 250, Silverton, CO 81433</b> <b>Phone (970) 387-5522 ext. 16</b> <b>Fax (970) 387-5583</b>	RECEIVED _____ PAID _____ RM- _____
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<b>License for:</b>		<b>Application and Operation Fee:</b>	
<input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Change of Ownership/Corporate Structure <input type="checkbox"/> Modification to Premises		\$ _____	
<b>License Type:</b>		<b>Permit:</b>	
<input checked="" type="checkbox"/> Retail Marijuana Store License <input type="checkbox"/> Retail Marijuana Cultivation Facility <input type="checkbox"/> Retail Marijuana Products Manufacturing <input type="checkbox"/> Retail Marijuana Testing Facility		<input type="checkbox"/> Improvement Permit	
<b>Physical Address</b>			
Applicant's Legal Business Name/Trade Name (DBA) JWJ Inc / dba The Green House Silverton		Parcel Name and ID Number PIN 48270000010142	Zone District
Street Address of Business 71463 US Hwy 550 Silverton CO 81433		Business Phone Number  (970 )403-4323	
Mailing Address PO Box 5843	City Pagosa Springs	State CO	Zip CO
<b>Primary Contact Person</b>			
Primary Contact Person for Business Jeremy Bonin		Primary Contact Phone Number (970 )403-4323	Primary Contact Cell Number (     )
Primary Contact Email Address jbonin@jandjinc.net			
Primary Contact Address PO Box 5843		City Pagosa Springs	State CO
Zip 81147			
<b>State Retail Marijuana License Numbers</b>			
Retail Marijuana Center Number 402R-00768		Products Manufacturing Number	
Cultivation Facility Number		Testing Facility Number	
Applicant's Signature 			Date  3/17/22

## Retail Marijuana License Application Checklist

**For Complete Regulation Language see San Juan County- Ordinance 2014-01,**

Submitted	Section 4 (1)	
	(a)	<i>Copy of Lease, Deed, or Contract</i> for right to possess physical premises.
	(b)	<i>Building Plans</i>
	(b)	<i>Food Prep Area</i>
	(c)	<i>Location Plan/Plot Plan</i> - Submit a location plan showing all uses located within 1,000 feet of the premises including schools, daycare facility (see complete list in Section 4.1 c.)
	(d)	<i>Fees</i> – Make payable to San Juan County
	(e)	<i>Fingerprints</i> – Applicants shall include a set of fingerprints for each licensee applicant on forms provided by the state licensing authority.
	(f)	<i>Corporate, LLC, or Partnership</i> – Formation documents shall be provided for any licensee other than a sole proprietorship.
	(g)	<i>Material Safety Data Sheets (“MSDS”)</i> – MSDS sheets for each and every proposed chemical and/or proposed chemical mixtures to be stored or used on the premises shall be submitted with the application.
Submitted	Section 4 (3)	
	(a)	<i>Fire District Comments</i> – Written comments or a letter from the appropriate fire district in which the proposed licensed premises are to be located demonstrating compliance with the applicable fire code provisions.
	(b)	<i>Proof of county land use approval</i> – use is allowed in the proposed location.
	(c)	<i>San Juan Basin Department of Health and Environment approval</i>
	(d)	<i>Building Department approval</i> – facility must comply with applicable building codes and comply with all applicable Colorado plumbing/electrical code standards.
	(e)	<i>Sheriff’s Office</i> – Written comments or a letter with regard to the Sheriff’s recommendations concerning issuance of the license(s) for which application has been made, including the results of any investigation conducted.
Submitted	Section 5	
	(3)	<i>State License for the proposed Licensed Premises.</i>
	(4)	<i>Indemnification</i> – Applicant/Licensee must provide an executed indemnification in a form acceptable to the Local Licensing Authority.
	(5)	<i>Permit Duration</i> – Local License shall be valid for a period not to exceed one year from date of issuance, and shall terminate on the same date as the State Licensing Authority’s license.
		<i>Affirmation &amp; Consent Form</i>
		<i>Investigation Authorization &amp; Authorization to Release Information</i>
		<i>Applicant’s Request to Release Information</i>



**SAN JUAN COUNTY BUILDING DEPARTMENT**

For all licensed facilities located within a building or structure for which a San Juan County Building permit is required, documentary proof of compliance with all applicable county building code standards, as well as documentary proof of compliance with all applicable Colorado Plumbing/Electrical Code standards.

No objection to the Retail Marijuana facility as proposed.

\_\_\_\_\_  
Signature Building Official

\_\_\_\_\_  
Date

Applicant must comply with the following county building code standards:

\_\_\_\_\_  
Signature Building Official

\_\_\_\_\_  
Date

**SAN JUAN COUNTY SHERIFF'S OFFICE**

Written comments or a letter from the San Juan County Sheriff or his designee with regard to the Sheriff's recommendations to the Local Licensing Authority concerning the issuance of the license(s) for which the application has been made, including the results of any investigation conducted: New application review shall include, but need not be limited to, an investigation into the criminal background, if any, of the proposed licensee(s) by the San Juan County Sheriff's Office. The Sheriff's Office may, in its discretion, require the proposed licensee(s) to submit to a personal interview regarding, but not limited to, their background, qualifications, and financial arrangements, relevant to the proposed License.

No objection to the Retail Marijuana facility as proposed, and recommend no additional security measurers required.

\_\_\_\_\_  
Signature Sheriff

\_\_\_\_\_  
Date

Application should be Denied. See attached written report of the results of the SMCSO investigation of the proposed licensee(s).

\_\_\_\_\_  
Signature Sheriff

\_\_\_\_\_  
Date







## Apartment Lease CS 02232022.docx

DocVerify ID: 778E6A21-2616-4315-AA6C-BDD7CAE1AACE  
Created: February 23, 2022 12:47:21 -8:00  
Pages: 14  
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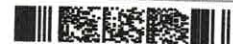
### E-Signature Summary

**E-Signature 1: Erik Everett (EE)**

Feb 23, 2022 14:51:58 -8:00 [4EC00EEDCE9A] [174.16.151.149]  
erikceverett@gmail.com

**E-Signature 2: Jeremy Bonin (JB)**

Feb 23, 2022 15:13:58 -8:00 [1043AA5C73E8] [64.188.179.196]  
jbonin@jandjinc.net



## LEASE AGREEMENT 71463 US Highway 550 (STORE)

This Store Lease Agreement ("Store Lease") is entered by and between **The Filling Station LLC** ("Landlord") and **JWJ Inc.** (the "Tenant") on January 1, 2022. Landlord and Tenant may collectively be referred to as the "Parties." This Store Lease creates joint and several liabilities in the case of multiple Tenants. The Parties agree as follows:

**STORE PREMISES:** Landlord is in possession of two units on the premise: a ground level store ("Store") and an upper level apartment ("Apartment"). Landlord desires to lease and Tenant desires to rent both the Store and the Apartment under separate but identical leases whereby each lease is contingent upon the other lease. In this Store Lease, Landlord hereby leases that certain part of 71463 US HWY 550, Silverton, Colorado 81433 located on the ground level ("Store Premises".) and all other real property sufficient for adequate parking as required by the Colorado Department of Transportation. The metal building and all property in the lower elevation is not included in this lease. The parking area west of the metal building is not included in the lease as it will be the access for the metal building. The Store Premises is located in San Juan County.

**LEASE TERM:** This Agreement shall be a fixed-period arrangement beginning upon Tenant's approval by the relevant governmental regulatory agencies to operate a Colorado regulated marijuana business at the Store and ending at midnight on March 31, 2027 ("Initial Term"). Provided Tenant is not in breach of this Agreement during the Initial Term and has complied with the intent of the lease terms to the satisfaction of the Landlord, Tenant will have an Option to Renew this Agreement for an additional sixty-month period beginning on April 1, 2027 and ending on midnight on March 31, 2032 ("First Extension".) Rent shall be increased in accordance to the following criteria:

1. Rent shall be increased in proportion to actual insurance and taxes increase as of January 1, 2027.
2. Rent shall be increased to be a maximum of rent comparable to that of similar structures in the Silverton area on January 1 1, 2027. This new rental rate shall be used to calculate the actual percentage increase in order to determine the rate increases for the First Extension.

The Landlord will notify the Tenant in writing no later than January 1, 2027 of any information that would affect Rent increases as set forth above. Provided Landlord and Tenant are not contesting Rent increase data, Tenant shall be entitled to this First Extension.

The Tenant shall notify the Landlord by December 31, 2026 in writing if they will want the option of the First Extension.

**LEASE PAYMENTS:** Tenant agrees to pay to Landlord as rent for the Store Premises the amount of \$1000 each month in advance on the 1st day of each month.

The following rent schedule shall apply;

Date on Executed Lease Agreement thru March 31, 2023	\$1000 per month
April 1, 2023 thru March 31, 2024	\$1100 per month
April 1, 2024 thru March 31, 2025	\$1200 per month
April 1, 2025 thru March 31, 2026	\$1236 per month
April 1, 2026 thru March 31, 2027	\$1273 per month

**LATE CHARGES:** Rent is due on the 1st of each month. If any or all of the rent is not received by the 10h of the month, a \$100 late fee will be incurred. If rent is not received by the 15th of the month, Tenant will be

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considered in breach of the Store Lease Agreement and eviction proceedings will be initiated. \$20 (US Dollars) for every day the rent is late after the 5th Day rent is due.

**INSUFFICIENT FUNDS:** Tenant agrees to pay the charge of \$100 for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

**DEFAULTS:** If the Tenant shall be in arrears in payment of rent, or any portion thereof, or in default or in default of any other agreements of this Store Lease, including the condition of the property, store and apartment at the time of inspection and the default remains uncorrected for a period of three (3) days after the Landlord has given written notice, than the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended (b) terminate the Tenant's right to possession of the Store Premises and reenter and repossess the Store Premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute and in compliance with any other laws in the State of Colorado; (c) recover all present and future damages, costs, and other relief to which the Landlord is entitled; (d) pursue breach of contract remedies; and/or (e) pursue any and all available remedies in law or equity. In the event possession is terminated by as reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-1049d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above listed remedies.

**CONCURRENT APARTMENT LEASE:** Concurrent with the execution of this Store Lease, Landlord and Tenant have also executed a separate Apartment Lease. Landlord and Tenant mutually agree the Store Lease and Apartment Lease shall be contingent upon one another and termination of one lease by virtue of default shall entitled either Landlord or Tenant to terminate the other lease. Therefore, any default event the Apartment Lease that results in termination of the Apartment Lease shall be grounds for default and termination of this Store Lease.

**QUIET ENJOYMENT:** Tenant shall be entitled to quiet enjoyment of the Store Premises and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Store Lease.

**SURRENDER OF STORE PREMISES:** The Tenant(s) has surrendered the Store Premises when (a) the move-out date has passed, and no one is living in the Store Premise within the Landlord's reasonable judgment; or (b) Access to the Store Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant(s) shall surrender the Store Premise in better or equal condition as it were at the time the tenant first took position of the store and apartment, reasonable use, wear and tear thereof, and damages by the elements excepted.

**USE OF STORE PREMISES:** The tenant shall use the premise only as a Colorado regulated marijuana business and shall not use premise for any purpose prohibited by the laws of the state of CO, or the ordinances of San Juan County.

**CONDITION OF STORE PREMISES:** Tenant or Tenant's agent has inspected the Store Premises, the fixtures, the grounds, building and improvements and acknowledges that the Store Premises are in good and acceptable condition and are habitable. If at any time during the term of this Store Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

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Additionally, the Landlord will inspect the Store Premises once a year to ensure the Store Premises are being maintained in sufficient care and shall be returned to the landlord at the expiration of this lease agreement. The Landlord will coordinate this inspection so as not to disrupt the Tenant. In the case where the Landlord determines there is damage in addition to normal wear and tear, Landlord bears the right to seek damages from Tenant to return the Store Premises back to its original condition at the inception of the tenant's original occupancy in 2022. Should the Tenant be unable to remediate damages, Tenant will be notified in writing as described in Defaults above.

**SECURITY DEPOSIT:** At the signing of this Store Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$1000 as security for the performance by Tenant of the terms under this Store Lease and for any damages caused by Tenant, Tenant's agents and visitors to the Store Premises during the term of this Store Lease. Landlord may use part or all the security deposit to repair any damage to the Store Premises caused by Tenant, Tenant's agents and visitors to the Store Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Store Lease, Tenant shall forfeit any deposit, as permitted by law. The Filling Station LLC, POB 543, Silverton, CO 81433, shall hold security deposit.

**ASSIGNMENT AND SUBLEASE:** Tenant shall not assign or sublease any interest in this Store Lease without prior written consent of the Landlord. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Store Lease. Notwithstanding the above, during the Initial Term Tenant shall be entitled to transfer this Store Lease to a third party entity comprised of at least 50% of the same owners as Tenant.

**HAZARDOUS MATERIALS:** The Tenant(s) agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Store Premises. Items that are prohibited to be brought into the Store Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas. Notwithstanding the above, Tenant shall be entitled to possess and sell lighter, torches and other reasonably similar commercial product intended to be used in connection with Tenant's other products.

**UTILITIES AND SERVICES:** The Tenant shall be responsible for paying electric, gas, phone, and internet. The tenant agrees to keep all improvements upon the Store Premises including but not limited to, structural components, interior and exterior walls, floor, ceiling, sewer connections, plumbing, wiring, and glass in good maintenance and repair at Tenant's expense. In the event that Landlord is responsible for repair of the Store Premises, the Tenant shall notify the Landlord of any condition requiring repair and Landlord shall be provided a reasonable time to accomplish said repair.

**ALTERATIONS AND IMPROVEMENTS:** Tenant agrees not to make any improvements or alterations to the Store Premises without prior written consent of the Landlord of which Landlord shall not unreasonably withhold. If any alterations, improvement or changes are made to or built on or around the Store Premises, with the exception of fixtures and personal property that can be removed without damage to the Store Premises, they shall become the property of Landlord and shall remain at the expiration of the Store Lease, unless otherwise agreed in writing.

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**DAMAGE TO STORE PREMISES:** If the Store Premises or part of the Store Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Store Premises are uninhabitable. If Landlord decides not to repair or rebuild the Store Premises, then this Store Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

**MAINTENANCE, REPAIRS, OR ALTERATIONS:** The Tenant(s) shall, at their own expense and at all times, maintain Store Premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased Store Premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Store Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant(s) moves into the Store Premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant(s) to replace batteries when needed. TENANT AGREES TO MAINTAIN YARD, AND STREET ADJACENT TO PROPERTY, FREE AND CLEAR OF JUNK AND DEBRIS.

**LEASEHOLD IMPROVEMNTS:** Tenant shall bear the cost of all interior leasehold improvements. All leasehold improvements become the property of the Landlord upon termination of the lease with the exception of all equipment, structures and electronics specifically associated with the cultivation and sale of cannabis and cannabis products, the Tenants inventory, and the security camera systems.

**RIGHT OF INSPECTION:** During normal business hours, Tenant agrees to make the Store Premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the Store Premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Landlord's presence in the Store Premises without Tenant constitutes a violation of Colorado marijuana law. Therefore, absent exigent circumstances, Landlord shall not enter upon the Store Premises without being escorted by Tenant or Tenant's agent.

**ABANDONMENT:** If Tenant abandons the Store Premises of any personal property during the term of this Store Lease, Landlord may at is option enter the Store Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Store Lease. Abandonment is defined as absence of the Tenants from the Store Premises for at least 30 consecutive days without notice to Landlord. If Tenant abandons the Store Premises while the rent is outstanding for more than 30 days and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this Store Lease Agreement and regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the Store Premises in any manner allowed by law.

**EXTENDED ABSENCES:** In the event Tenant will be away from the Store Premises for more than 15 consecutive days, Tenant agrees to notify Landlord in writing of such absence.

**SEVERABILITY:** If any part of this Store Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Store Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

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**INSURANCE:** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Store Premises and property located on the Store Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise.

**BINDING EFFECT:** The covenants and conditions contained in the Store Lease shall apply to the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

**GOVERNING LAW:** This Store Lease shall be governed by and construed in accordance with the laws of the State of Colorado.

**NOISE/WASTE:** The Tenant(s) agrees not to commit waste on the Store Premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the Store Premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

**AGREEMENT:** This Store Lease constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other Agreements, whether oral or written, relating to the subject matter of this Store Lease. This Store Lease may be modified in writing and must be signed by both Landlord and Tenant.

**CUMULATIVE RIGHTS:** Landlord's and Tenant's rights under this Store Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

**WAIVER:** The failure of either Party to enforce any provisions of the Store Lease shall not be deemed a waiver of limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Store Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Store Lease.

**INDEMNIFICATION:** To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Store Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Store Premises or from the acts or omissions of any person or persons, including Tenant, in or about the Store Premises with Tenant's express or implied consent except Landlord's act or negligence.

**MULTIPLE TENANT(S) OR OCCUPANT(S):** Each individual that is considered a Tenant(s) is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s) or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant(s). In eviction suit, the Tenant(s) is considered the agent of the Store Premise for the service of process.

**DISPUTES:** If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

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**LEGAL FEES:** If any action at law or in equity is necessary to enforce or interpret the terms of this Store Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

**PLUMBING:** Toilet paper and human waste are the only items allowed in drainpipes. No wipes, diapers, feminine hygiene products, coffee, animal fat, food wastes, or textiles are to ever be put in drain. If drain gets clogged and evidence of an introduced obstruction is discovered, Tenant will be responsible for cost of clog removal.

**SNOW REMOVAL:** Tenant is responsible for snow removal on property. Tenant is to keep entrances, windows, and propane tank free and clear of snow and ice.

**FROZEN PIPES:** The tenant is responsible for keeping the Store Premises at an adequate minimum temperature of 55° to prevent the pipes from freezing. Any damage that occurs due to interior frozen pipes will be the responsibility of tenant to repair.

**WATER LEAKS:** Tenant is to notify the Landlord immediately if Tenant notices any running water in the faucets in the kitchen, bathroom sinks, bathtub or any other faucets. If the toilet is running and does not shut off properly, Tenant is to notify Landlord immediately. If Tenant does not notify Landlord of any water leaks and it is determined that the water bill is in excess because of this leak, Tenant will be responsible financially for paying the difference in the water bill.

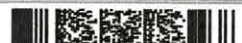
**TRANSFERABILITY:** Landlord reserves the right to assign or transfer this lease in the event of a sale or change or ownership of the property. Any new ownership shall be required to honor the terms of this lease or may buy the tenant out of the lease by paying tenant double of the amount of tenant's total remaining lease payments and providing sixty day notice prior to exercising the buyout option.

**HOLDING OVER:** Any holding over after expiration hereof, with the consent of Landlord, shall be construed as a month to month tenancy in accordance with the terms hereof, as applicable.

**RIGHT OF FIRST REFUSAL:** Provided Tenant is not in default of this Store Lease, during the term of this Store Lease Landlord has granted Tenant an ongoing right of first refusal to purchase 71463 HIGHWAY 550 N, SILVERTON, CO 81433-5078 (parcel #48270000010142) for which Landlord receives a third-party offer that Landlord desires to accept, to be exercised in accordance with the terms and conditions of the Lease.

**REGULATORY REFORMATION CLAUSE:** This Store Lease is subject to review by the Colorado Department of Revenue: Marijuana Enforcement Division ("MED") and San Juana Licensing Authority. If the MED or San Juana Licensing Authority determines that this Store Lease must be reformed, Landlord and Tenant shall negotiate in good faith to so reform this Store Lease according to the requesting agency's requirements while effectuating the original intent of this Store Lease as near as possible.

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IN WITNESS THEREOF, the Parties have caused this Store Lease to be executed on the day and year first above written.

**LANDLORD:**  
**Erik Everett**  
**The Filling Station LLC**

**Erik Everett**  
Signed on 2022/02/23 14:51:58 -8:00

02/23/2022

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**TENANT:**  
**JWJ Inc.**

**Jeremy Bonin**  
Signed on 2022/02/23 16:13:08 -8:00

02/23/2022

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**LEASE AGREEMENT 71463 US Highway 550 (APARTMENT)**

This Apartment Lease Agreement ("Apartment Lease") is entered by and between **The Filling Station LLC** ("Landlord") and **JWJ Inc.** ( the "Tenant") on January 1, 2022. Landlord and Tenant may collectively be referred to as the "Parties." This Apartment Lease creates joint and several liabilities in the case of multiple Tenants. The Parties agree as follows:

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1. Rent shall be increased in proportion to actual insurance and taxes increase as of January 1, 2027.
2. Rent shall be increased to be a maximum of rent comparable to that of similar structures in the Silverton area on January 1 1, 2027. This new rental rate shall be used to calculate the actual percentage increase in order to determine the rate increases for the First Extension.

The Landlord will notify the Tenant in writing no later than January 1, 2027 of any information that would affect Rent increases as set forth above. Provided Landlord and Tenant are not contesting Rent increase data, Tenant shall be entitled to this First Extension.

The Tenant shall notify the Landlord by December 31,2026 in writing if they will want the option of the First Extension.

**LEASE PAYMENTS:** Tenant agrees to pay to Landlord as rent for the Apartment Premises the amount of \$\$1000 each month in advance on the 1st day of each month.

The following rent schedule shall apply;

Date on Executed Lease Agreement thru March 31, 2023	\$1000 per month
April 1, 2023 thru March 31, 2024	\$1100 per month
April 1, 2024 thru March 31, 2025	\$1200 per month
April 1, 2025 thru March 31, 2026	\$1236 per month
April 1, 2026 thru March 31, 2027	\$1273 per month

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**LATE CHARGES:** Rent is due on the 1st of each month. If any or all of the rent is not received by the 10th of the month, a \$100 late fee will be incurred. If rent is not received by the 15th of the month, Tenant will be considered in breach of the Apartment Lease Agreement and eviction proceedings will be initiated. \$20 (US Dollars) for every day the rent is late after the 5th Day rent is due.

**INSUFFICIENT FUNDS:** Tenant agrees to pay the charge of \$100 for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

**DEFAULTS:** If the Tenant shall be in arrears in payment of rent, or any portion thereof, or in default or in default of any other agreements of this Apartment Lease, including the condition of the property, store and apartment at the time of inspection and the default remains uncorrected for a period of three (3) days after the Landlord has given written notice, than the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended (b) terminate the Tenant's right to possession of the Apartment Premises and reenter and repossess the Apartment Premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute and in compliance with any other laws in the State of Colorado; (c) recover all present and future damages, costs, and other relief to which the Landlord is entitled; (d) pursue breach of contract remedies; and/or (e) pursue any and all available remedies in law or equity. In the event possession is terminated by as reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-401049d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above listed remedies.

**CONCURRENT STORE LEASE:** Concurrent with the execution of this Apartment Lease, Landlord and Tenant have also executed a separate Store Lease. Landlord and Tenant mutually agree the Store Lease and Apartment Lease shall be contingent upon one another and termination of one lease by virtue of default shall entitled either Landlord or Tenant to terminate the other lease. Therefore, any default event the Apartment Lease that results in termination of the Apartment Lease shall be grounds for default and termination of this Store Lease.

**QUIET ENJOYMENT:** Tenant shall be entitled to quiet enjoyment of the Apartment Premises and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Apartment Lease.

**SURRENDER OF APARTMENT PREMISES:** The Tenant(s) has surrendered the Apartment Premises when (a) the move-out date has passed, and no one is living in the Apartment Premises within the Landlord's reasonable judgment; or (b) Access to the Apartment Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant(s) shall surrender the Apartment Premise in better or equal condition as it were at the time the tenant first took position of the store and apartment, reasonable use, wear and tear thereof, and damages by the elements excepted.

**USE OF APARTMENT PREMISES:** The tenant shall use the Apartment Premises only as a residence.

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**CONDITION OF APARTMENT PREMISES:** Tenant or Tenant's agent has inspected the Apartment Premises, the fixtures, the grounds, building and improvements and acknowledges that the Apartment Premises are in good and acceptable condition and are habitable. If at any time during the term of this Apartment Lease, in Tenant's opinion, the conditions change, Tenant shall promptly provide reasonable notice to Landlord.

Additionally, the Landlord will inspect the Apartment Premises once a year to ensure the Apartment Premises are being maintained in sufficient care and shall be returned to the landlord at the expiration of this lease agreement. The Landlord will coordinate this inspection so as not to disrupt the Tenant. In the case where the Landlord determines there is damage in addition to normal wear and tear, Landlord bears the right to seek damages from Tenant to return the Apartment Premises back to its original condition at the inception of the tenant's original occupancy in 2022. Should the Tenant be unable to remediate damages, Tenant will be notified in writing as described in Defaults above.

**SECURITY DEPOSIT:** At the signing of this Apartment Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$1000 as security for the performance by Tenant of the terms under this Apartment Lease and for any damages caused by Tenant, Tenant's agents and visitors to the Apartment Premises during the term of this Apartment Lease. Landlord may use part or all the security deposit to repair any damage to the Apartment Premises caused by Tenant, Tenant's agents and visitors to the Apartment Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Apartment Lease, Tenant shall forfeit any deposit, as permitted by law. The Filling Station LLC, POB 543, Silverton, CO 81433, shall hold security deposit.

**ASSIGNMENT AND SUBLEASE:** Tenant shall not assign or sublease any interest in this Apartment Lease without prior written consent of the Landlord. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Store Lease. Notwithstanding the above, during the Initial Term Tenant shall be entitled to transfer this Store Lease to a third party entity comprised of at least 50% of the same owners as Tenant.

**HAZARDOUS MATERIALS:** The Tenant(s) agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Apartment Premises. Items that are prohibited to be brought into the Apartment Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas. Notwithstanding the above, Tenant shall be entitled to possess and sell lighter, torches and other reasonably similar commercial product intended to be used in connection with Tenant's other products.

**UTILITIES AND SERVICES:** The Tenant shall be responsible for paying electric, gas, phone, and internet. The tenant agrees to keep all improvements upon the Apartment Premises including but not limited to, structural components, interior and exterior walls, floor, ceiling, sewer connections, plumbing, wiring, and glass in good maintenance and repair at Tenant's expense. In the event that Landlord is responsible for repair of the Apartment Premises, the Tenant shall notify the Landlord of any condition requiring repair and Landlord shall be provided a reasonable time to accomplish said repair.

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**ALTERATIONS AND IMPROVEMENTS:** Tenant agrees not to make any improvements or alterations to the Apartment Premises without prior written consent of the Landlord of which Landlord shall not unreasonably withhold. If any alterations, improvement or changes are made to or built on or around the Apartment Premises, with the exception of fixtures and personal property that can be removed without damage to the Apartment Premises, they shall become the property of Landlord and shall remain at the expiration of the Apartment Lease, unless otherwise agreed in writing.

**DAMAGE TO APARTMENT PREMISES:** If the Apartment Premises or part of the Apartment Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Apartment Premises are uninhabitable. If Landlord decides not to repair or rebuild the Apartment Premises, then this Apartment Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

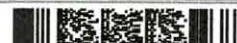
**MAINTENANCE, REPAIRS, OR ALTERATIONS:** The Tenant(s) shall, at their own expense and at all times, maintain Apartment Premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased Apartment Premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Apartment Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant(s) moves into the Apartment Premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant(s) to replace batteries when needed. TENANT AGREES TO MAINTAIN YARD, AND STREET ADJACENT TO PROPERTY, FREE AND CLEAR OF JUNK AND DEBRIS.

**LEASEHOLD IMPROVEMNTS:** Tenant shall bear the cost of all interior leasehold improvements. All leasehold improvements become the property of the Landlord upon termination of the lease with the exception of all equipment, structures and electronics specifically associated with the cultivation and sale of cannabis and cannabis products, the Tenants inventory, and the security camera systems.

**RIGHT OF INSPECTION:** During normal business hours, Tenant agrees to make the Apartment Premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the Apartment Premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable.

**ABANDONMENT:** If Tenant abandons the Apartment Premises of any personal property during the term of this Apartment Lease, Landlord may at is option enter the Apartment Premises by any legal means without liability to Tenant and may at Landlord's option terminate the Apartment Lease. Abandonment is defined as absence of the Tenants from the Apartment Premises for at least 30 consecutive days without notice to Landlord. If Tenant abandons the Apartment Premises while the rent is outstanding for more than 30 days and there is not reasonable evidence, other than the presence of the Tenants' personal property, that the Tenant is occupying the unit, Landlord may at Landlord's option terminate this Apartment Lease Agreement and regain possession in the manner prescribed by law. Landlord will dispose of all abandoned personal property on the Apartment Premises in any manner allowed by law.

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**EXTENDED ABSENCES:** In the event Tenant will be away from the Apartment Premises for more than 15 consecutive days, Tenant agrees to notify Landlord in writing of such absence.

**SEVERABILITY:** If any part of this Apartment Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Store Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**INSURANCE:** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Apartment Premises and property located on the Apartment Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise.

**BINDING EFFECT:** The covenants and conditions contained in the Store Lease shall apply to the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

**GOVERNING LAW:** This Store Lease shall be governed by and construed in accordance with the laws of the State of Colorado.

**NOISE/WASTE:** The Tenant(s) agrees not to commit waste on the Apartment Premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the Apartment Premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

**AGREEMENT:** This Apartment Lease constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other Agreements, whether oral or written, relating to the subject matter of this Apartment Lease. This Store Lease may be modified in writing and must be signed by both Landlord and Tenant.

**CUMULATIVE RIGHTS:** Landlord's and Tenant's rights under this Apartment Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

**WAIVER:** The failure of either Party to enforce any provisions of the Apartment Lease shall not be deemed a waiver of limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Store Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Store Lease.

**INDEMNIFICATION:** To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Apartment Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Apartment Premises or from the acts or omissions of any person or persons, including Tenant, in or about the Apartment Premises with Tenant's express or implied consent except Landlord's act or negligence.

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**MULTIPLE TENANT(S) OR OCCUPANT(S):** Each individual that is considered a Tenant(s) is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s) or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant(s). In eviction suits, the Tenant(s) is considered the agent of the Premise for the service of process.

**DISPUTES:** If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

**LEGAL FEES:** If any action at law or in equity is necessary to enforce or interpret the terms of this Store Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

**PLUMBING:** Toilet paper and human waste are the only items allowed in drainpipes. No wipes, diapers, feminine hygiene products, coffee, animal fat, food wastes, or textiles are to ever be put in drain. If drain gets clogged and evidence of an introduced obstruction is discovered, Tenant will be responsible for cost of clog removal.

**SNOW REMOVAL:** Tenant is responsible for snow removal on property. Tenant is to keep entrances, windows, and propane tank free and clear of snow and ice.

**FROZEN PIPES:** The tenant is responsible for keeping the Apartment Premises at an adequate minimum temperature of 55° to prevent the pipes from freezing. Any damage that occurs due to interior frozen pipes will be the responsibility of tenant to repair.

**WATER LEAKS:** Tenant is to notify the Landlord immediately if Tenant notices any running water in the faucets in the kitchen, bathroom sinks, bathtub or any other faucets. If the toilet is running and does not shut off properly, Tenant is to notify Landlord immediately. If Tenant does not notify Landlord of any water leaks and it is determined that the water bill is in excess because of this leak, Tenant will be responsible financially for paying the difference in the water bill.

**TRANSFERABILITY:** Landlord reserves the right to assign or transfer this lease in the event of a sale or change or ownership of the property. Any new ownership shall be required to honor the terms of this lease or may buy the tenant out of the lease by paying tenant double of the amount of tenant's total remaining lease payments and providing sixty day notice prior to exercising the buyout option.

**HOLDING OVER:** Any holding over after expiration hereof, with the consent of Landlord, shall be construed as a month to month tenancy in accordance with the terms hereof, as applicable.

**RIGHT OF FIRST REFUSAL:** Provided Tenant is not in default of this Apartment Lease, during the term of this Apartment Lease Landlord has granted Tenant an ongoing right of first refusal to purchase 71463 HIGHWAY 550 N, SILVERTON, CO 81433-5078 (parcel #48270000010142) for which Landlord receives a third-party offer that Landlord desires to accept, to be exercised in accordance with the terms and conditions of the Lease.

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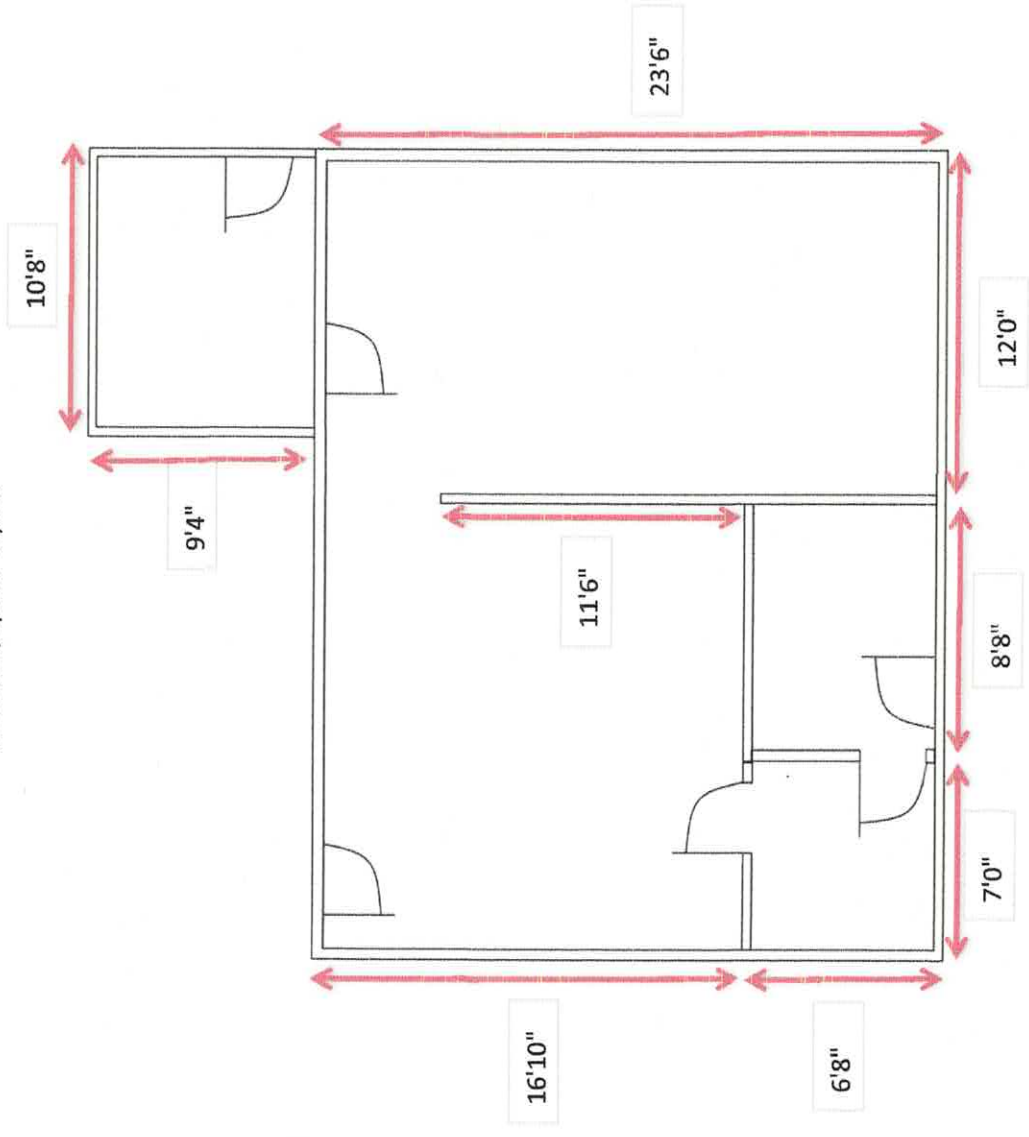






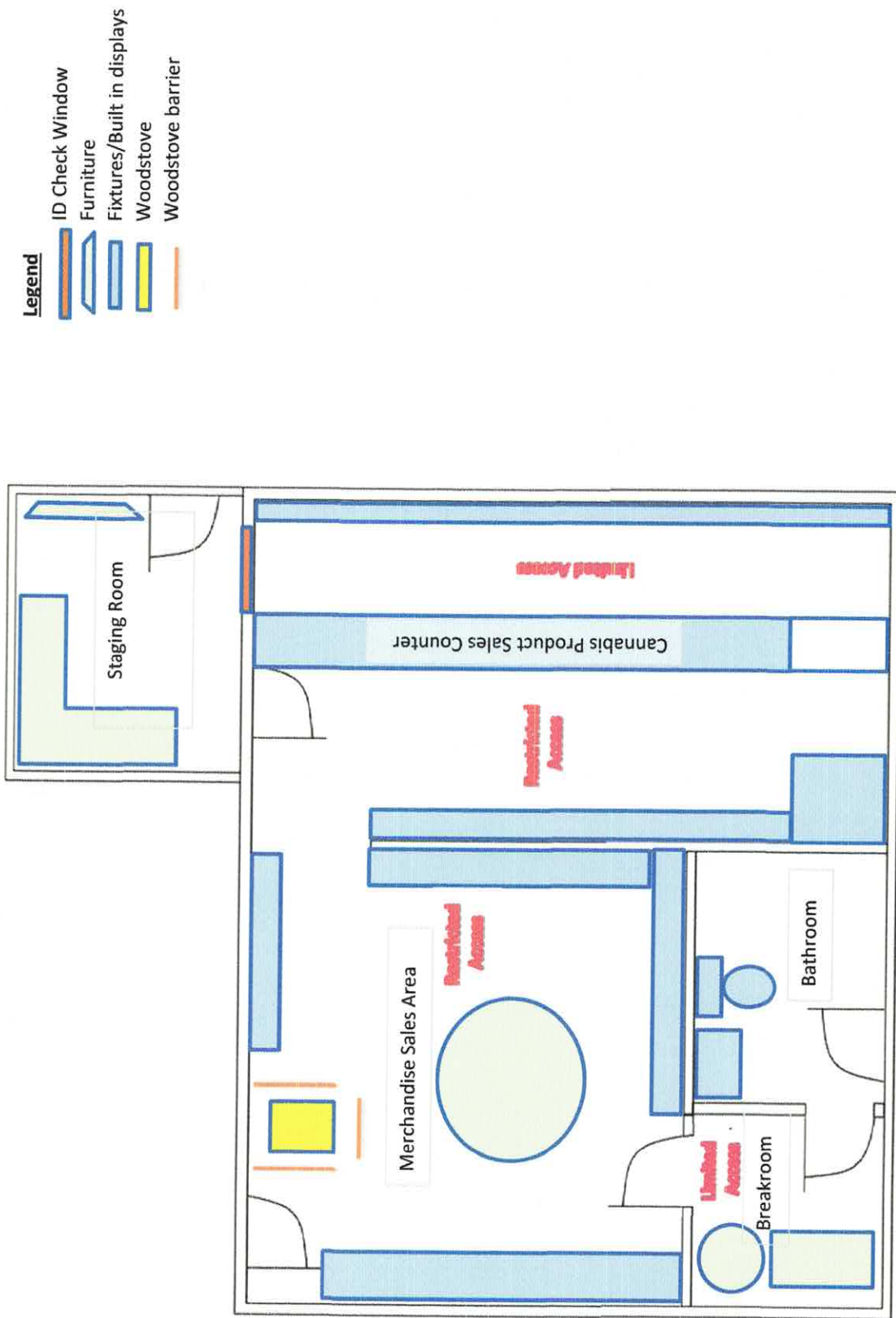
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San Juan Retail, LLC  
Furniture/Space Layout

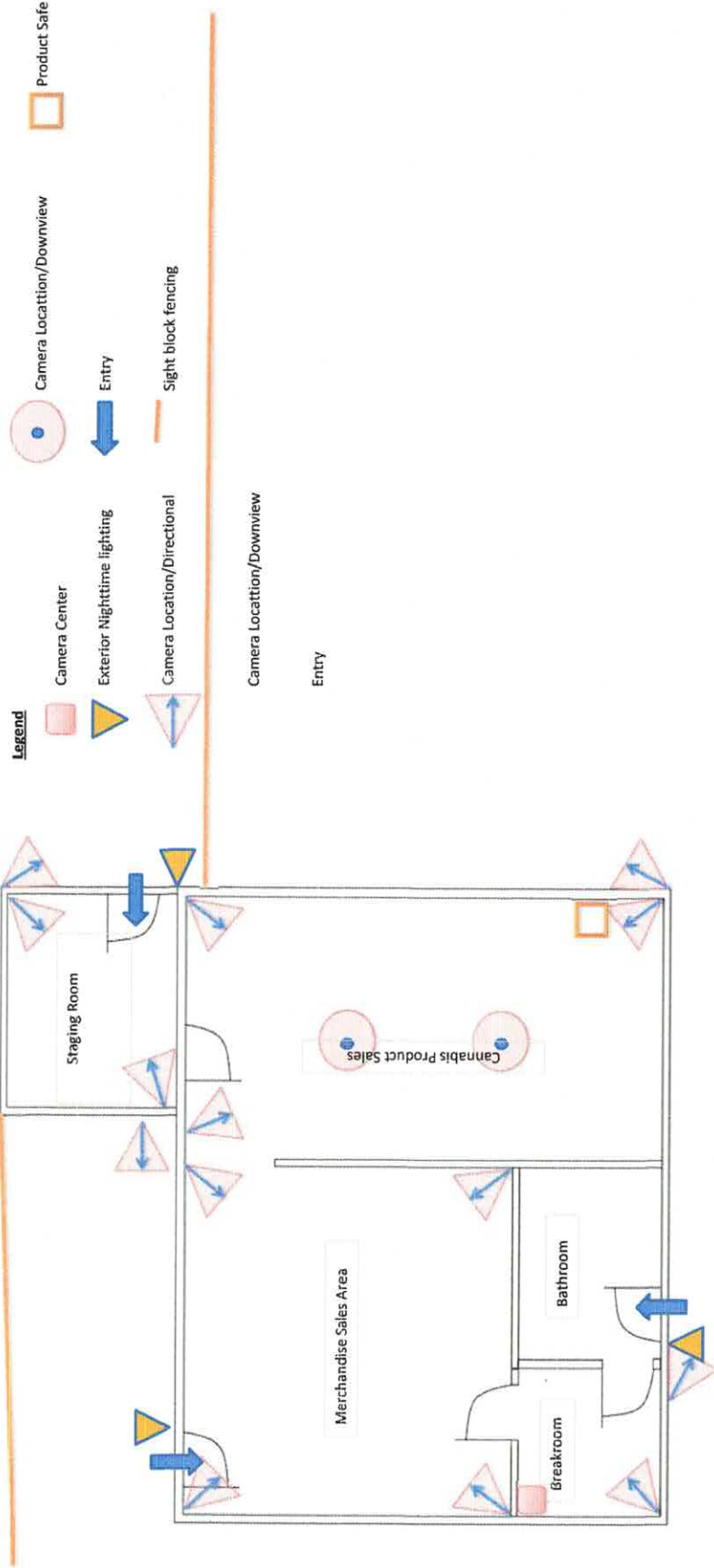




San Juan Retail, LLC  
Furniture/Space Layout

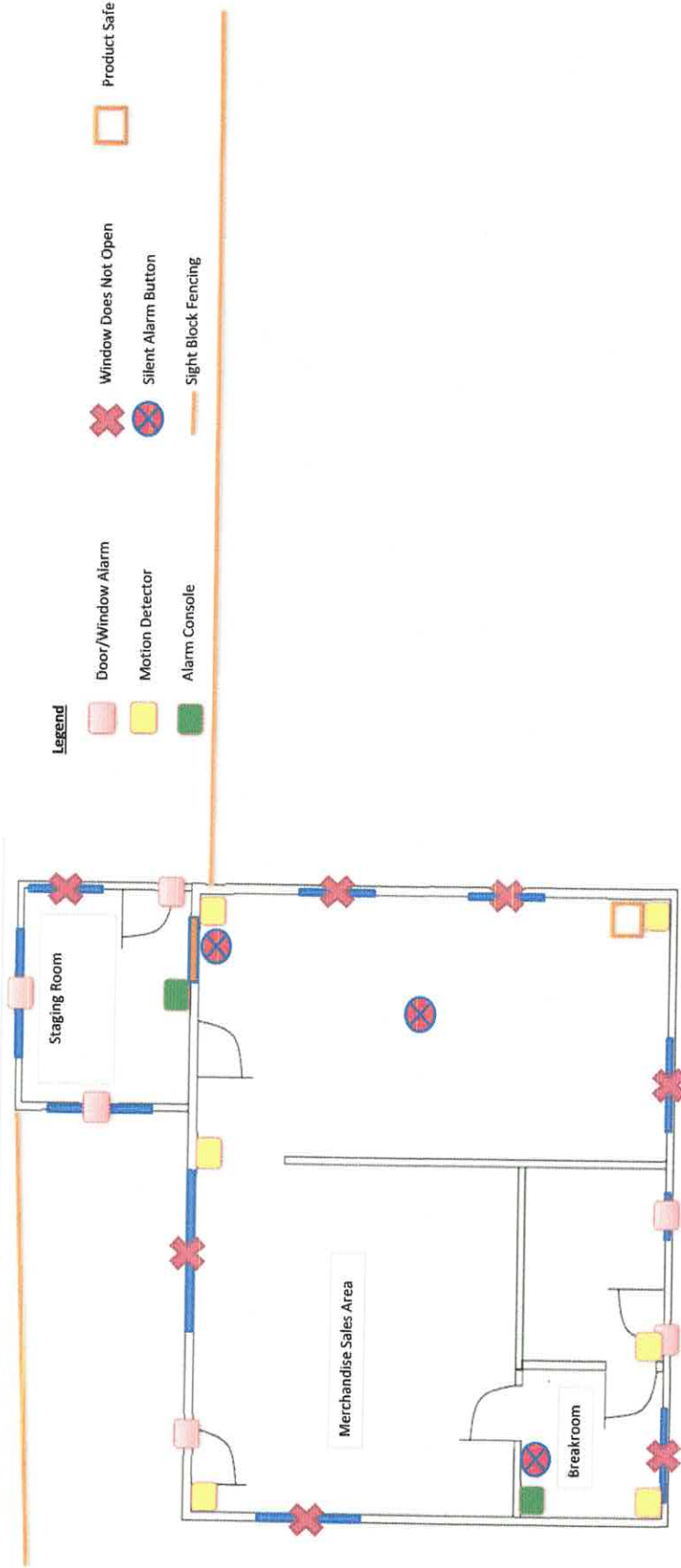


San Juan Retail, LLC  
Camera Layout





San Juan Retail, LLC  
Security System Layout



JWJ Inc.

The following are the initial incorporators of the Corporation and have caused the Article of Incorporation to be filed with the Colorado Secretary of State:

Wally Yoost  
505 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

Jeremy D. Bonin  
PO Box 4442  
Pagosa Springs, CO 81147

Jason B. Werby  
346 Swiss Village Drive  
Pagosa Springs, CO 81147



F



Colorado Secretary of State  
Date and Time: 04/12/2018 10:45 AM  
ID Number: 20181304199  
Document number: 20181304199  
Amount Paid: \$50.00

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

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Incorporation for a Profit Corporation**  
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

JWJ Inc.

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the corporation's initial principal office is

Street address 235 Bastille Dr.  
*(Street number and name)*

Pagosa Springs CO 81147  
*(City) (State) (ZIP/Postal Code)*  
CO United States  
*(Province - if applicable) (Country)*

Mailing address PO Box 5843  
*(leave blank if same as street address) (Street number and name or Post Office Box information)*

Pagosa Springs CO 81147-5843  
*(City) (State) (ZIP/Postal Code)*  
CO United States  
*(Province - if applicable) (Country)*

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name Bonin Jeremy D  
*(if an individual) (Last) (First) (Middle) (Suffix)*  
or

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

Street address 235 Bastille Dr.  
*(Street number and name)*

Pagosa Springs CO 81147  
*(City) (State) (ZIP/Postal Code)*

Mailing address PO Box 5843  
*(leave blank if same as street address) (Street number and name or Post Office Box information)*

Pagosa Springs CO 81147-5843  
*(City) (State) (ZIP/Postal Code)*

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

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

4. The true name and mailing address of the incorporator are

Name  
(if an individual) Bonin Jeremy D  
(Last) (First) (Middle) (Suffix)

or

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

Mailing address PO Box 4442  
(Street number and name or Post Office Box information)

Pagosa Springs CO 81147  
(City) (State) (ZIP/Postal Code)

CO United States  
(Province - if applicable) (Country)

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

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

- The corporation is authorized to issue 10,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.
- Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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



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

Bonin                                  Jeremy                                  D  
*(Last)*                                  *(First)*                                  *(Middle)*                                  *(Suffix)*  
PO Box 4442  
*(Street number and name or Post Office Box information)*

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Pagosa Springs                                  CO                                  81147  
*(City)*                                  *(State)*                                  *(ZIP/Postal Code)*  
United States  
*(Province – if applicable)*                                  *(Country)*

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

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

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

**SAN JUAN COUNTY COLORADO  
RETAIL MARIJUANA LOCAL  
LICENSEE INDEMNIFICATION  
AGREEMENT**

The undersigned in consideration for the San Juan County Board of Commissioners, acting in its capacity as the Local Licensing Authority, issuance of a Retail Marijuana local license to the undersigned pursuant to the Colorado Retail Marijuana Code (C.R.S. Title 12, Article 43.4, Part1) by its acceptance of such Local License hereby agrees, undertakes, and covenants to hold and save harmless, release, and indemnify San Juan County, its Board of County Commissioners, the San Juan County Local Licensing Authority, and their officers, directors, employees, contractors and agents, and all other persons or entities associated or affiliated with San Juan County, all jointly and severally (collectively, the "County"), from and against any and all liabilities, claims, demands, actions, damages, injuries, and/or rights of action, of any nature whatsoever, that are related to, arise out of, or are in any way connected with the County's issuance of a local license to the undersigned pursuant to the Colorado Retail Marijuana Code and San Juan County Ordinance 2014-01 For Licensure of Retail and Medical Marijuana Establishment.

The undersigned understands and acknowledges that by signing this Retail Marijuana Local Licensee Indemnification Agreement the undersigned has given up certain legal rights and/or possible claims that the undersigned might otherwise assert or maintain against the County. The undersigned also understands and acknowledges that this Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that if any portion hereof is held invalid, the undersigned agrees and understands that the balance shall continue in full legal force and effect.

The undersigned understands and acknowledges that this Indemnification Agreement constitutes the entire agreement and understanding between the undersigned and the County relating to the subject matter herein and that it cannot be modified or changed in any way by the representations or statements of the County, or by the undersigned.

Nothing herein shall be deemed or construed as waiver or diminishment of any protections, limitations, rights or immunities available to the County by any provision of Colorado law, including, without limitation, any protection or limitation of liability under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

In the event that a controversy, dispute, litigation or arbitration emerges over this Indemnification Agreement, venue and jurisdiction shall be proper only in San Juan County District Court. The County shall have the right to recover reasonable attorneys fees and costs it may incur to enforce this Indemnification Agreement.






## Affirmation & Consent

I, **Jeremy Bonin** \_\_\_\_\_, as an authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Retail Marijuana Business License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Retail Marijuana license by San Juan County. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of a temporary Retail Marijuana application or the revocation of the license. I am voluntarily submitting this application to the San Juan County Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a San Juan County Retail Marijuana License, and for 90 days following the expiration or surrender of such Retail Marijuana License.

**Print Full Legal Agent Name clearly below:**

Applicant's Business Name JWJ, Inc		Trade Name (DBA) The Green House Silverton	
Legal Agent Last Name (Please Print) Bonin	Legal Agent First Name Jeremy	Legal Agent Middle Name Douglas	
Signature 		Date 3/17/22	



## INVESTIGATION AUTHORIZATION AUTHORIZATION TO RELEASE INFORMATION

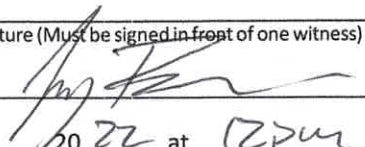
I, Jeremy Bonin, as an authorized agent for the applicant, hereby authorize the San Juan County Local Licensing Authority, through the San Juan County Sheriff's Office (hereafter, the Investigative Agency) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigative Agency to provide any and all information deemed necessary by the Investigative Agency. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigative Agency a complete and accurate record of such transactions that may have occurred with that institution, including but not limited to, internal banking memoranda, past and present loan applications, financial statements, and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigative Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigative Agency to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigative Agency to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigative Agency reserves the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigative Agency may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, San Juan County, the Investigative Agency, and other agents of employees of San Juan County shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to San Juan County, the Investigative Agency, and other agents or employees of San Juan County for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigative Agency, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

**Print Full Legal Agent Name clearly below:**

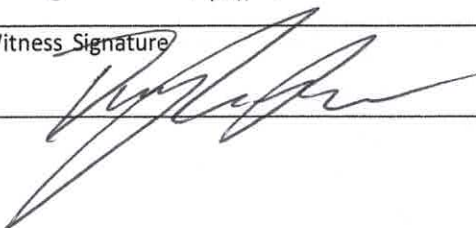
Applicant's Business Name JWJ Inc.	Trade Name (DBA) The Green House Silverton
---------------------------------------	---

Legal Agent Last Name (Please Print) Bonin	Legal Agent First Name Jeremy	Legal Agent Middle Name Douglas
---	----------------------------------	------------------------------------

Legal Agent Title President	Signature (Must be signed in front of one witness) 
--------------------------------	--

Dated this 17 day of March, 2022 at 12pm (time)

Peepsa Springs (City), Colorado (State)

Witness Signature  




## APPLICANT'S REQUEST TO RELEASE INFORMATION

To: \_\_\_\_\_

From: Jeremy Bonin

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the San Juan County Marijuana Local Licensing Authority whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the San Juan County Marijuana Local Licensing Authority to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the San Juan County Marijuana Local Licensing Authority to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/We hereby authorize and request that a duly appointed agent of the San Juan County Marijuana Local Licensing Authority be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, -notes co-signed by me/us, checking records, savings deposit records, safe deposit box records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the San Juan County Marijuana local Licensing Authority, my/our true and lawful attorney in fact for me/us in my/our behalf and for my/our use and benefit:
  - (a) To request, review, copy, sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
  - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
  - (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do it personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the San Juan County Marijuana Local Licensing Authority an application for a Retail Marijuana Local License. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employers arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Legal Agent Last Name (Please Print) Bonin	Legal Agent First Name Jeremy	Legal Agent Middle Name Douglas
Legal Agent Title President	Signature (Must be signed in front of one witness) 	
Dated this <u>17</u> day of <u>March</u> , 20 <u>22</u> at <u>12pm</u> (time)		
<u>Pagosa Springs</u> (City), <u>Colorado</u> (State)		
Witness Signature 		
Signature of Retail Marijuana Licensing agent presenting this request 		Date

**SAN JUAN COUNTY COLORADO  
RETAIL MARIJUANA LOCAL  
LICENSEE INDEMNIFICATION  
AGREEMENT**

The undersigned in consideration for the San Juan County Board of Commissioners, acting in its capacity as the Local Licensing Authority, issuance of a Retail Marijuana local license to the undersigned pursuant to the Colorado Retail Marijuana Code (C.R.S. Title 12, Article 43.4, Part1) by its acceptance of such Local License hereby agrees, undertakes, and covenants to hold and save harmless, release, and indemnify San Juan County, its Board of County Commissioners, the San Juan County Local Licensing Authority, and their officers, directors, employees, contractors and agents, and all other persons or entities associated or affiliated with San Juan County, all jointly and severally (collectively, the "County"), from and against any and all liabilities, claims, demands, actions, damages, injuries, and/or rights of action, of any nature whatsoever, that are related to, arise out of, or are in any way connected with the County's issuance of a local license to the undersigned pursuant to the Colorado Retail Marijuana Code and San Juan County Ordinance 2014-01 For Licensure of Retail and Medical Marijuana Establishment.

The undersigned understands and acknowledges that by signing this Retail Marijuana Local Licensee Indemnification Agreement the undersigned has given up certain legal rights and/or possible claims that the undersigned might otherwise assert or maintain against the County. The undersigned also understands and acknowledges that this Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that if any portion hereof is held invalid, the undersigned agrees and understands that the balance shall continue in full legal force and effect.

The undersigned understands and acknowledges that this Indemnification Agreement constitutes the entire agreement and understanding between the undersigned and the County relating to the subject matter herein and that it cannot be modified or changed in any way by the representations or statements of the County, or by the undersigned.

Nothing herein shall be deemed or construed as waiver or diminishment of any protections, limitations, rights or immunities available to the County by any provision of Colorado law, including, without limitation, any protection or limitation of liability under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

In the event that a controversy, dispute, litigation or arbitration emerges over this Indemnification Agreement, venue and jurisdiction shall be proper only in San Juan County District Court. The County shall have the right to recover reasonable attorneys fees and costs it may incur to enforce this Indemnification Agreement.



MY SIGNATURE BELOW INDICATES THAT I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS ENTIRE RETAIL MARIJUANA LOCAL LICENSEE INDEMNIFICATION AGREEMENT AND AGREE TO BE BOUND BY THE TERMS HEREIN.

Date 3/2/22

PRINTED NAME OF LOCAL LICENSEE: Wally Yoost

By: [Signature]  
Authorized Signature of Local Licensee

STATE OF COLORADO }  
  } ss.  
COUNTY OF SAN JUAN }

Acknowledged, subscribed and sworn to before on 3/2/22 by  
Wally Yoost, as authorized signatory of the Local  
Licensee \_\_\_\_\_.

My commission expires 3/7/23

[Signature]  
Notary Public

Witness my hand and official seal.  
**ANDREW DWAYNE BAIRD**  
NOTARY PUBLIC  
STATE OF COLORADO  
(SEAL) Notary ID 20194009166  
My Commission Expires: 03/07/2023  
**ACCEPTED AND AGREED TO**

by the SAN JUAN COUNTY, COLORADO, BOARD OF COUNTY COMMISSIONERS, ACTING IN ITS CAPACITY AS THE LOCAL LICENSING AUTHORITY PURSUANT TO THE COLORADO RETAIL MARIJUANA CODE (Title 12, Article 43.4, Part 1, C.R.S.)

SAN JUAN COUNTY, COLORADO  
COUNTY LAND USE ADMINISTRATOR  
Acting for the  
SAN JUAN COUNTY LOCAL LICENSING AUTHORITY

By: \_\_\_\_\_  
Land Use Administrator

Date: \_\_\_\_\_

## APPLICANT'S REQUEST TO RELEASE INFORMATION

To: \_\_\_\_\_

From: Wally Yoost

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the San Juan County Marijuana Local Licensing Authority whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the San Juan County Marijuana Local Licensing Authority to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the San Juan County Marijuana Local Licensing Authority to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/We hereby authorize and request that a duly appointed agent of the San Juan County Marijuana Local Licensing Authority be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, -notes co-signed by me/us, checking records, savings deposit records, safe deposit box records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the San Juan County Marijuana local Licensing Authority, my/our true and lawful attorney in fact for me/us in my/our behalf and for my/our use and benefit:
  - (a) To request, review, copy, sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
  - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
  - (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do it personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the San Juan County Marijuana Local Licensing Authority an application for a Retail Marijuana Local License. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employers arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Legal Agent Information		
Legal Agent Last Name (Please Print) Yoost	Legal Agent First Name Wally	Legal Agent Middle Name Tomal
Legal Agent Title Shareholder	Signature (Must be signed in front of one witness) 	
Dated this <u>2</u> day of <u>March</u> , 20 <u>22</u> at <u>5:00pm</u> (time)		
<u>Pagosa Springs</u> , <u>Colorado</u> (City) (State)		
Witness Signature 		
Signature of Retail Marijuana Licensing agent presenting this request 		Date



## INVESTIGATION AUTHORIZATION AUTHORIZATION TO RELEASE INFORMATION

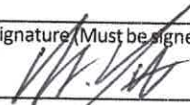
I, Wally Yoost \_\_\_\_\_, as an authorized agent for the applicant, hereby authorize the San Juan County Local Licensing Authority, through the San Juan County Sheriff's Office (hereafter, the Investigative Agency) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigative Agency to provide any and all information deemed necessary by the Investigative Agency. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigative Agency a complete and accurate record of such transactions that may have occurred with that institution, including but not limited to, internal banking memoranda, past and present loan applications, financial statements, and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigative Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigative Agency to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigative Agency to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigative Agency reserves the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigative Agency may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, San Juan County, the Investigative Agency, and other agents of employees of San Juan County shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to San Juan County, the Investigative Agency, and other agents or employees of San Juan County for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigative Agency, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

**Print Full Legal Agent Name clearly below:**

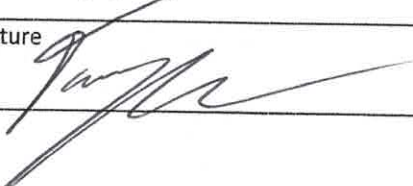
Applicant's Business Name JWJ Inc.	Trade Name (DBA) The Green House Silverton
---------------------------------------	---

Legal Agent Last Name (Please Print) Yoost	Legal Agent First Name Wally	Legal Agent Middle Name Tomal
---	---------------------------------	----------------------------------

Legal Agent Title Shareholder	Signature (Must be signed in front of one witness) 
----------------------------------	---

Dated this 2 day of March, 2022 at 5:00 pm (time)

Peepsa Springs (City), Colorado (State)

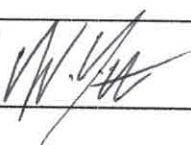
Witness Signature 



## Affirmation & Consent

I, Wally Yoost \_\_\_\_\_, as an authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Retail Marijuana Business License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Retail Marijuana license by San Juan County. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of a temporary Retail Marijuana application or the revocation of the license. I am voluntarily submitting this application to the San Juan County Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a San Juan County Retail Marijuana License, and for 90 days following the expiration or surrender of such Retail Marijuana License.

**Print Full Legal Agent Name clearly below:**

Applicant's Business Name JWJ, Inc		Trade Name (DBA) The Green House Silverton	
Legal Agent Last Name (Please Print) Yoost	Legal Agent First Name Wally	Legal Agent Middle Name Tomal	
Signature 		Date 3/2/22	



**Asset Purchase Agreement - 10k early access.docx**

DocVerify ID: 52A3F637-BDB4-4991-A817-47B54FC38E14  
Created: February 23, 2022 16:30:05 -8:00  
Pages: 25  
E-Sign: Yes

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**E-Signature Summary**

**E-Signature 1: Kevin Farmer (KF)**  
Feb 24, 2022 07:21:49 -8:00 [8F481244107A] [174.16.143.89]  
kevin@canna-farmer.com

**E-Signature 2: Jeremy Bonin (JB)**  
Feb 24, 2022 09:38:32 -8:00 [A77DA23CD0FA] [64.188.179.196]  
jbonin@jandjinc.net



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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") dated February 23, 2022 (the "**Contract Date**"), is hereby entered into by and between San Juan Retail, LLC a Colorado limited liability company doing business as Cannafarmer Farm Store (the "**Seller**"), and JWJ, Inc. a Colorado limited liability company (the "**Purchaser**"). Purchaser and Seller are each individually referred to as a "Party," and collectively as the "Parties."

### RECITALS

WHEREAS, Seller is the owner of assets used in connection with a retail marijuana store (the "**Business**") licensed by the State of Colorado Marijuana Enforcement Division (the "**MED**") and the local licensing authority of the County of San Juan, Colorado (the "**San Juan Licensing Authority**"). Seller operates its Business at 71463 Hwy 550, Unit A and Unit B, Silverton, Colorado (the "**Business Location**"). Seller leases the Business Location from The Filling Station, LLC (the "**Landlord**").

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all right, title and interest in and to those certain assets relating to the ownership and operation of the Business in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows in consideration of the mutual premises and covenants contained herein:

### ARTICLE I

#### Purchase and Sale of Acquired Assets

##### SECTION 1.01. Purchase and Sale.

(a) Acquisition. At the Closing (as defined in Section 2.02), Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the Acquired Assets (as defined in Section 1.02(a)) in consideration for the payment of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "**Purchase Price**") and other valuable consideration identified in this Agreement. The purchase and sale of the Acquired Assets is referred to in this Agreement as the "**Acquisition.**"

(b) Payment of Purchase Price. The Purchase Price shall be paid in the following manner:

(i) On or about December 7, 2021 (the "**Deposit Date**") and prior to entering into this Agreement Purchaser tendered Five Thousand and 00/100 Dollars (\$5,000.00). On the execution of this Agreement, Purchaser shall tender an additional Ten Thousand and 00/100 Dollars (\$10,000) for a total of Fifteen Thousand and 00/100 Dollars (\$15,000) (the "**Deposit**") as a deposit on the Purchase Price to be applied to the Purchase Price at Closing. The Deposit is non-refundable unless the Seller terminates the Agreement or Seller is in breach of this Agreement; and

(ii) On the Closing Date (as defined in Section 2.02), Purchaser shall pay to Seller Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) (the "**Closing Cash Consideration**".)





SECTION 1.02. Acquired Assets and Excluded Assets.

(a) The term “**Acquired Assets**” means the following assets:

(i) Equipment. The equipment, tools, devices, goods, and other tangible personal property owned by Seller and used in the operation of the Business at the Business Location, which personal property is more particularly described on Schedule 1.02(a)(i) attached hereto (collectively, the “**Equipment**”).

(ii) Contract Rights. Seller’s right, title, and interest in and to all license agreements, equipment leases, instruments, agreements, commitments, and arrangements the “**Contracts**”).

(iii) Marijuana Business Establishment Licenses. Seller’s right, title and interest in and to the following marijuana business establishment licenses issued by the respective state and local licensing authorities as set forth below (collectively the “**Licenses**”):

- (1) Retail Marijuana Store License 402R-00768 issued by MED; and
- (2) Retail Marijuana Store License 2019-02 issued by San Juan Licensing Authority.

(iv) Inventory. All retail marijuana inventory of the Business at the Business Location and in connection with the Licenses, or hereafter acquired by Seller in Seller’s ordinary course of business at the Business Location (the “**Inventory**”).

(v) Intellectual Property. All patents (including all reissues, divisions, continuations and extensions thereof), patent applications, patent rights, copyrights including any such rights related to the Acquired Assets (including any extension thereof), rights to file such extensions or reversions therein, copyright registrations (including applications therefor or rights to apply therefor);

(vi) Accounts Receivable. All accounts receivable of the Seller’s Business, including, but not limited to, any proceeds from pending credit card or debit card transactions attributable to sales at the Seller’s Business prior to the Closing Date which have not been received by Seller as of the Closing Date.

(vii) Seller Merchandise. Any merchandise located at the Business Location including hemp-derived CBD, Industrial Hemp Products (as defined by MED rules), or other CBD-related products that is not included in the Inventory of the Business;

(viii) Books and Records. The books and records of the Seller’s Business that are required by the MED to be maintained at the Business Location or related to the Seller’s Business;

(ix) Other Property. All other assets and property used by Seller in the operation of

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the Business at the Business Location, including, without limitation, those assets and property set forth on Schedule 1.02(a)(x) attached hereto.

(x) Business Location Access. On or before March 15<sup>th</sup>, Seller shall permit Purchaser full access to the Business Location. Seller will have no right to enter Business Location following Midnight, March 14<sup>th</sup>, 2022 and will relinquish all keys to the Business location to Purchaser.

(b) The term “**Excluded Assets**” means the following assets of Seller not identified in Section 1.02(a), and all rights of Seller under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (the “**Ancillary Agreements**”):

(i) Books and Records. The books and records of the Seller’s Business, with the exception of the Books and Records referenced in Section 1.02(a)(viii).

(ii) Landlord Property. Any personal property, fixtures, or equipment at the Business Location which are the property of the Landlord pursuant to Seller’s lease.

(iii) Trademarks. Seller’s right, title and interest in and to all trade names, brands, marks, trademark registrations, domain names, designs, design registrations (including applications therefor or rights to apply therefor).

SECTION 1.03. Allocation of Purchase Price. The Purchase Price shall be allocated to the Acquired Assets in accordance with Schedule 1.03.

SECTION 1.04. Due Diligence Period. Commencing with the Contract Date and continuing until and including the date that is fifteen (15) days after the Contract Date (the “**Due Diligence Period**”), Purchaser shall have the right to a due diligence investigation of the Business Operations, the Acquired Assets, and the Business Location (including but not limited to lease negotiations with the Landlord). All documents, agreements, financial records, inventory tracking records, and other materials requested by Purchaser in relation to the Business Operations, Acquired Assets and the Business Location shall be timely provided by Seller to Purchaser. All documents, agreements, financial records, inventory tracking records, and other materials provided to Purchaser by Seller shall be true, correct, and complete. Neither the information provided to Purchaser by Seller nor any statements made to Purchaser by Seller shall contain any untrue statement or omission of material fact, and, in light of circumstances in which the information was given or statements made, shall be misleading. Purchaser shall have the right, in Purchaser’s sole and absolute discretion, to terminate this Agreement at any time during the Due Diligence Period by providing a written termination notice during the Due Diligence Period.

## ARTICLE II The Closing

SECTION 2.01. Conditions to Closing. The Closing of this Agreement and the transfer of the Acquired Assets is subject to the satisfaction of the following conditions:

(a) Seller has fulfilled all outstanding obligations under Seller’s lease agreement with





Landlord, including payment of any amounts owed to Landlord;

(b) Each Parties' respective representations and warranties contained in Articles III and IV will be true and correct on and as of the Closing as though made on and as of the Closing (other than those representations and warranties that speak to an earlier date), and those representations and warranties that speak to an earlier date will be true and correct as of the earlier date;

(c) The Parties' receipt of written approval of the Acquisition by the MED and San Juan Licensing Authority, to the extent such written approvals are required for the transfer of any of the Acquired Assets; and

(d) The issuance by the MED and San Juan Licensing Authority of regulated marijuana business licenses in the name of the Purchaser for the Purchaser's operation of the Business at the BusinessLocation.

SECTION 2.02. Closing Date. The closing of the Acquisition (the "Closing") will take place remotely. The Closing will be the date the Parties agree to and designate at the effective date on Schedule A of the MED's Conditional Approval Letter (the "Closing Date"), provided that Closing must occur within five (5) business days after the Parties' receipt of written conditional approval for both the MED COO Applications (as defined in Section 5.03) and the San Juan Licensing Authority COO Applications (as defined in Section 5.03).

SECTION 2.03. Transactions To Be Effected at the Closing. At the Closing:

(a) Seller shall deliver to Purchaser (i) such appropriately executed bills of sale, assignments, consents and other instruments of transfer relating to the Acquired Assets in form and substance reasonably satisfactory to Purchaser and its counsel; and (iii) such other documents to be delivered by Seller in accordance with the terms of Section 6.01.

(b) Purchaser shall deliver to Seller (i) the Closing Cash Consideration via cash, wire transfer, or other immediately available funds, and (ii) such other documents to be delivered by Purchaser in accordance with the terms of Section 6.02.

### ARTICLE III Representations and Warranties of Seller

Seller represents and warrants to Purchaser as of the date hereof, and as of the Closing Date, as follows:

SECTION 3.01. Organization, Standing and Power. Seller is duly organized, validly existing and in good standing under the laws of the state of its organization or formation and has full company power and authority and possesses all licenses, permits, authorizations and approvals necessary to enable it to own, lease, or otherwise hold its properties and assets, including the Acquired Assets, other than such licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, have not had and could not reasonably be expected to have a material adverse effect on the business, assets, condition (financial or otherwise), prospects or results of operations of Seller or of the Acquired Assets, or on the ability of Seller to perform its obligations under this Agreement and the Ancillary

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Agreements or to consummate the Acquisition and the other transactions contemplated hereby.

SECTION 3.02. Authority; Execution and Delivery; Enforceability. Seller has full power and authority to execute this Agreement and the Ancillary Agreements to which it is a party and to consummate the Acquisition and the other transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and the Ancillary Agreements to which it is a party and the consummation by Seller of the Acquisition and the other transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action, including any required vote or approval by the members of Seller. Seller has duly executed and delivered this Agreement and each Ancillary Agreement to which it is a party, and this Agreement and each Ancillary Agreement to which it is a party constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as subject to laws of general application relating to bankruptcy, insolvency and relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

SECTION 3.03. Title. Seller owns all the Acquired Assets free and clear of any and all liabilities, obligations, licenses, and commitments, and free and clear of all mortgages, liens, security interests, charges, easements, leases, subleases, covenants, rights of way, options, claims, restrictions, or encumbrances of any kind (collectively, "Liens").

SECTION 3.04. No Conflicts; Consents. The execution and delivery by Seller of this Agreement and the Ancillary Agreements do not, and the consummation of the Acquisition, and the other transactions contemplated hereby and thereby and compliance by Seller with the terms hereof and thereof, will not: (a) conflict with, or result in any violation of its organizational documents, or (b) result in the creation of any Lien upon the Acquired Assets. Other than the approvals required by the MED and San Juan Licensing Authority for the change of ownership of the Acquired Assets (including but not limited to the Licenses), to Seller's knowledge, no consent, approval, license, permit, order, or authorization ("Consent") of, or registration, declaration or filing with, any federal, state, local, or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a "Governmental Entity"), is required to be obtained or made by or with respect to a Seller in connection with (i) the execution, delivery and performance of this Agreement or any Ancillary Agreement or the consummation of the Acquisition or the other transactions contemplated hereby and thereby or (ii) the use of the Acquired Assets by Purchaser following the Closing as used on the date hereof.

SECTION 3.05. Contracts.

(a) Except as disclosed by Seller, Seller is not a party to or bound by any Contract that is necessary for Purchaser's continued operation of the Business at the Business Location. Complete and correct copies of all Contracts together with all modifications and amendments thereto, have been made available to Purchaser.

(b) Seller has performed all obligations required to be performed by it to date under the Contracts, and it is not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder and, to the knowledge Seller, no other party to any Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder.

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SECTION 3.06. Sufficiency of Acquired Assets. The Acquired Assets (together with the Excluded Assets specified in Section 1.02(b)), comprise all the assets employed in connection with the Business at the Business Location. The Acquired Assets are sufficient for the operation of the Business at the Business Location immediately following the Closing in substantially the same manner as currently used.

SECTION 3.07. Taxes.

(a) For purposes of this Agreement:

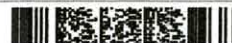
“**Tax**” means (i) any tax, governmental fee, or other like assessment or charge of any kind whatsoever (including any tax imposed under Subtitle A of the Code and any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding tax on amounts paid, payroll, employment, excise, severance, stamp, capital stock, occupation, property, environmental or windfall profit tax, premium, custom, duty or other tax), together with any interest, penalty, addition to tax or additional amount due, imposed by any Governmental Entity (domestic or foreign) responsible for the imposition of any such tax (a “**Taxing Authority**”), (ii) any liability for the payment of any amount of the type described in clause (i) above as a result of a Party to this Agreement being a member of an affiliated, consolidated or combined group with any other corporation at any time on or prior to the Closing Date and (iii) any liability of any Person with respect to the payment of any amounts of the type described in clause (i) or (ii) above as a result of any express or implied obligation of such Person to indemnify any other person.

“**Code**” means the Internal Revenue Code of 1986, as amended.

(b) Unless otherwise disclosed in writing to Purchaser, Seller, and any affiliated group, within the meaning of Section 1504 of the Code, of which Seller is or has been a member, has filed or caused to be filed all material Tax returns, reports and forms required to be filed by it and all such returns, reports and forms are true, complete and correct, all Taxes due have been timely paid in full or will be timely paid in full by the due date thereof (including any applicable extensions approved by the respective Taxing Authority pursuant to a payment plan with such Taxing Authority), and no Tax Liens shall exist with respect to the Acquired Assets as of the Closing Date.

SECTION 3.08. Proceedings. There is no pending or, to the knowledge of Seller, threatened suit, action or proceeding (“**Proceeding**”), arising out of the use of or against any Acquired Asset and that relates to the transactions contemplated by this Agreement. There is not any Proceeding or claim by Seller pending, or which Seller intends to initiate against any other Person. Seller is not a party or subject to or in default under any judgment applicable to the use of any Acquired Asset nor, to the knowledge of Seller, is there any pending or threatened investigation of or affecting any Acquired Asset. Unless otherwise disclosed to Purchaser in writing herein, there is no Proceeding pending, or to Seller’s knowledge threatened, against Seller before or by any Governmental Entity which seeks a writ, judgment, order, or decree restraining, enjoining, or otherwise prohibiting or making illegal any of the transactions contemplated by this Agreement.

SECTION 3.09. Compliance with Applicable Laws. Seller’s use of the Acquired Assets is in





compliance with all applicable laws with the exception of federal laws relating to marijuana. Unless otherwise disclosed to Purchaser, Seller has not received any written or oral communication from any Sin any material respect with any applicable law. The Licenses are in good standing as of the Closing Date. To Seller's knowledge, the Licenses are not subject to any disciplinary proceedings or administrative investigations. This Section 3.09 does not relate to matters with respect to Taxes, which are the subject of Section 3.07.

SECTION 3.10. Permits. Seller possesses all necessary Licenses, permits, authorizations, approvals, registrations, and similar consents (collectively, "Permits") that are required for the ownership and operation of the Business in the manner in which it is currently owned and operated. All Permits described in this Section 3.10 are in full force and effect, and Seller is in compliance with each such Permit.

SECTION 3.13. Complete Disclosure. This Agreement and the agreements and instruments attached hereto and to be delivered at the time of Closing do not contain any untrue statement of material fact by Seller. This Agreement and such related agreements and instruments do not omit to state any material fact necessary in order to make the statements made herein or therein by Seller, in light of the circumstances under which they are made, not misleading.

SECTION 3.14. Due Diligence. Seller shall timely respond to all of Purchaser's requests during Purchaser's due diligence investigation. All documents, agreements, financial records, inventory tracking records, and other materials provided to Purchaser by Seller (during the Due Diligence Period or at any other times) are true, correct, and complete. Neither the information provided to Purchaser by Seller nor any statements made to Purchaser by Seller contain any untrue statement or omission of material fact, and, in light of circumstances in which the information was given or statements made, are not misleading.

#### ARTICLE IV Representations and Warranties of Purchaser

Purchaser hereby represents and warrants to Seller as of the date hereof, and as of the Closing Date, as follows:

SECTION 4.01. Organization, Standing and Power. Purchaser is duly organized, validly existing and in good standing under the laws of the State of Colorado and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease, or otherwise hold its properties and assets and to carry on its business as presently conducted.

SECTION 4.02. Authority; Execution and Delivery; and Enforceability. Purchaser has full power and authority to execute this Agreement and the Ancillary Agreements to which it is, or is specified to be, a party and to consummate the Acquisition and the other transactions contemplated hereby and thereby. The execution and delivery by Purchaser of this Agreement and the Ancillary Agreements to which it is, or is specified to be, a party and the consummation by Purchaser of the Acquisition and the other transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action. Purchaser has duly executed and delivered this Agreement and prior to the Closing will have

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duly executed and delivered each Ancillary Agreement to which it is, or is specified to be, a party, and this Agreement constitutes, and each Ancillary Agreement to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 4.03. No Conflicts; Consents The execution and delivery by Purchaser of this Agreement do not, and the execution and delivery by Purchaser of each Ancillary Agreement to which it is or is specified to be a party will not, and the consummation of the Acquisition and the other transactions contemplated hereby and thereby and compliance by Purchaser with the terms hereof and thereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation, or acceleration of any obligation or loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of Purchaser under, any provision of (i) Purchaser's articles or organization or operating agreement, (ii) any contract to which Purchaser is a party or by which any of its properties or assets is bound or (iii) any judgment or applicable law to Purchaser or its properties or assets. Other than the approvals required by the MED and San Juan Licensing Authority for the change of ownership of the Acquired Assets (including but not limited to the Licenses), no Consent of or registration, declaration or filing with any Governmental Entity is required to be obtained or made by or with respect to Purchaser or any of its subsidiaries in connection with the execution, delivery and performance of this Agreement or any Ancillary Agreement or the consummation of the Acquisition or the other transactions contemplated hereby and thereby.

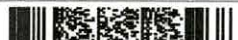
SECTION 4.04. Suitability of Ownership of Marijuana Business License. Purchaser and each of Purchaser's owners, members, shareholders, officers, and directors are suitable for licensure from the MED and San Juan Licensing Authority, to the extent required by respective state and local laws, rules, and ordinances.

SECTION 4.05. Complete Disclosure. This Agreement and the agreements and instruments attached hereto and to be delivered at the time of Closing do not contain any untrue statement of material fact by Purchaser. This Agreement and such related agreements and instruments do not omit to state any material fact necessary in order to make the statements made herein or therein by Purchaser, in light of the circumstances under which they are made, not misleading.

## ARTICLE V Covenants

SECTION 5.01. Confidentiality. Seller shall keep confidential, and cause its affiliates, officers, directors, partners, employees and advisors to keep confidential, all information relating to the Acquired Assets, except as required by law or administrative process and except for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 5.01. Seller may release such information only upon the express written approval of Purchaser. Purchaser shall keep confidential, and cause its affiliates, officers, directors, partners, employees and advisors to keep confidential, all information relating to the existence and terms and conditions of this Agreement, except as required by law or administrative process and except for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 5.01. The covenants

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set forth in this Section 5.01 shall terminate one year after the Closing Date or one year after this Agreement is terminated; provided, however, this termination provision shall not apply to the release of the terms and conditions of this Agreement.

SECTION 5.02. Reasonable Efforts. Each Party shall, and shall cause its affiliates to, use its commercially reasonable efforts to obtain, and to cooperate in obtaining, all Consents from third parties necessary or appropriate to permit the transfer of the Acquired Assets to Purchaser to the extent that such Consents shall not have been obtained or taken by the Closing Date, provided that all Consents related to the transfer of ownership of the Licenses shall be received prior to the Closing Date. Any unreasonable delay by a Party to satisfactorily respond to the MED or San Juan Licensing Authority for any request for information shall constitute a material breach of this Agreement by such Party.

SECTION 5.03. Change of Ownership Applications. The Parties shall submit to the MED all required change of ownership applications related to the Acquisition (the "MED COO Applications"). The Parties shall submit to San Juan Licensing Authority all required change of ownership applications related to the Acquisition (the "San Juan Licensing Authority COO Applications"). The MED COO Applications and the San Juan Licensing COO Applications shall be submitted to the MED and San Juan Licensing Authority, respectively, no later than fifteen (15) business days following the expiration of the Due Diligence Period. The parties shall cooperate in good faith to prepare the applications and provide all supplemental documents and information to Purchaser no later than seven (7) business days following the expiration of the Due Diligence Period.

SECTION 5.04. Expenses; Renewal Fees; Taxes.

(a) Except as set forth in this Section 5.04, all costs and expenses incurred in connection with this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby shall be paid by the Party incurring such expense, including all costs and expenses incurred pursuant to Section 5.02.

(b) All fees required to be paid to the MED and San Juan Licensing Authority upon submission of the MED COO Applications and San Juan Licensing COO Applications shall be paid by Purchaser.

(c) With respect to any MED or San Juan Licensing Authority renewal application submitted after the Contract Date for the Licenses but prior to the Closing Date, Purchaser shall submit any and all renewal applications and pay all required application and license fees associated therewith. With respect to any MED or San Juan Licensing Authority renewal application submitted prior the Contract Date for the Licenses Seller shall have timely submit License renewal applications to the MED and the County of San Juan. Seller shall pay the License renewal fees to the applicable Governmental Authorities and Buyer shall reimburse Seller for any such license renewal fees at Closing, pro-rated for the remaining term of each renewed License.

(d) With the exception of the change of ownership application fees provided for in Section 5.03, all liabilities, obligations, or commitments for transfer, documentary, sales, use, registration, value-added and other similar Taxes and related amounts (including any penalties, interest and additions to Tax) incurred in connection with this Agreement, the Ancillary Agreements, the

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Acquisition, and the other transactions contemplated hereby and thereby applicable to the conveyance and transfer from Seller to Purchaser of the Acquired Assets and any other transfer or documentary Taxes or any filing or recording fees applicable to such conveyance and transfer shall be paid by Seller. Seller shall prepare, execute and file all returns, questionnaires, applications, and other documents regarding any Tax that is required to be filed by Seller prior to Closing. Each Party shall use reasonable efforts to avail itself of any available exemptions from any such Taxes or fees, and to cooperate with the other Party in providing any information and documentation that may be necessary to obtain such exemptions.

SECTION 5.05. Status of Licenses and Permits. Seller shall maintain the Licenses and Permits in good standing at all times from the Contract Date to the Closing Date.

SECTION 5.06. Brokers or Finders. Seller has not incurred any obligation for the payment of a fee due upon the consummation of the transactions provided for in this Agreement.

SECTION 5.07. Publicity. Prior to the Closing, no public release or announcement concerning the transactions contemplated hereby shall be issued by either Party without the prior consent of the other Party (which consent shall not be unreasonably withheld).

SECTION 5.08. Further Assurances. From time to time, as and when requested by any Party or by a Governmental Entity, each Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 5.02), as are necessary to consummate the transactions contemplated by this Agreement, or to verify the accuracy of the representations and warranties contained in this Agreement, including, in the case of Seller, executing and delivering to Purchaser such assignments, deeds, bills of sale, consents, and other instruments as Purchaser or its counsel may reasonably request as necessary for such purposes.

## ARTICLE VI Actions and Deliveries at Closing

SECTION 6.01. Seller's Actions and Deliveries at Closing.

At the Closing:

- (a) Seller's Officer's Certificate. Seller shall deliver to Purchaser a certificate signed by an authorized officer of Seller in the form attached hereto as **EXHIBIT A.**
- (b) Bill of Sale. Seller shall execute and deliver to Purchaser the Bill of Sale for the Acquired Assets in the form attached hereto as **EXHIBIT B.**
- (c) Taxes. Seller shall deliver to Purchaser copies of all Federal Income Tax, State Income Tax, and state sales tax returns, questionnaires, applications, or other documents regarding any Federal Income Tax, State Income Tax, and/or state sales Tax that Seller has proposed, executed, and filed prior to Closing to prove all Taxes have been paid prior to Closing.





(d) Other Documents. Seller shall furnish to Purchaser such other documents relating to Seller's corporate existence and authority (including copies of resolutions of the board of directors or partners of Seller), absence of Liens, ownership of the Acquired Assets and such other matters as Purchaser or its counsel may reasonably request prior to the Closing Date.

SECTION 6.02. Purchaser's Actions and Deliveries at Closing.

At the Closing:

(a) Purchaser Officer's Certificate. Purchaser shall deliver to Seller a certificate signed by an authorized officer of Purchaser in the form attached hereto as **EXHIBIT C**.

ARTICLE VII

TERMINATION

SECTION 7.01. Termination. This Agreement may be terminated at any time prior to the Closing pursuant to the following:

(a) By Seller, so long as Seller is not in material breach of this Agreement, with written notice to Purchaser, if there has been a material breach of, inaccuracy in, or failure to perform any representation, warranty, covenant, condition or agreement made by Purchaser pursuant to this Agreement that has not been cured by Purchaser within ten business days of Purchaser's receipt of written notice of such breach;

(b) By Purchaser, so long as Purchaser is not in material breach of this Agreement, with written notice to Seller, if there has been a material breach of, inaccuracy in, or failure to perform any representation, warranty, covenant, condition or agreement made by Purchaser pursuant to this Agreement that has not been cured by Seller within ten business days of Purchaser's receipt of written notice of such breach;

(c) By Purchaser, in Purchaser's sole and absolute discretion, at any time during the Due Diligence Period; or

(d) At any time on or after July 31, 2022, by either Party with written notice to the other Party, so long as (i) the MED or San Juan Licensing Authority has not issued its letter of conditional approval of the MED and San Juan Licensing COO Applications prior to that date, (ii) the Party terminating this Agreement pursuant to this Section 7.01(d) is not in material breach of this Agreement; and (iii) the Parties do not have any MED and/or San Juan Licensing COO Applications pending.

SECTION 7.02. TERMINATION PROCEDURE. Any Party having the right to terminate this Agreement who elects to exercise such right to terminate this Agreement shall do so by delivering to the other Party written notice of termination by certified mail or overnight delivery to the address(es) identified in this Agreement. The termination notice shall be effective as of the date such notice is



mailed.

ARTICLE VIII  
Limitation of Liability, Third-Party Claims, and Arbitration

SECTION 8.01. Indemnity. From and after the Closing:

(a) Seller shall indemnify, defend, and hold harmless Purchaser from and against all losses, judgments, liabilities, amounts paid in settlement, damages, fines, penalties, deficiencies, and expenses (including interest, court costs, reasonable fees for attorneys, accountants, and other experts or other reasonable expenses of litigation or other Proceedings, claims, defaults, or assessments) (collectively, "**Losses**") incurred or suffered by Purchaser resulting from:

- (i) any breach as of the Closing (as though made on and as of the Closing except to the extent a representation and warranty is expressly made as of an earlier date, in which case only as of the earlier date) of Seller's representations and warranties;
- (ii) any breach of any covenant or agreement of Seller contained in this Agreement;
- (iii) any Losses attributed solely to the Acquired Assets of Purchaser attributable to Seller's operation of the Business at the Business Location prior to the Closing Date.

(b) Purchaser shall indemnify, defend, and hold Seller harmless from and against all Losses incurred or suffered by Seller resulting from:

- (i) any breach as of the Closing (as though made on and as of the Closing Date except to the extent a representation and/or warranty is expressly made as of an earlier date, in which case only as of the earlier date) of Purchaser's representations and warranties; and
- (ii) any breach of any covenant or agreement of Purchaser contained in this Agreement;

SECTION 8.02. Limitations of Liability. Notwithstanding anything in this Agreement to the contrary:

(a) Seller's representations and warranties and Purchaser's representations and warranties will survive the Closing; provided, however, that no claim may be made with respect to any representation, warranty, covenant, agreement, or obligation of Sections 8.01(a)(i) or (b)(i) that a Party breaches later than eighteen months following the Closing Date.

(b) Purchaser shall give written notice to Seller within a reasonable period of time after becoming aware of any breach by Seller of any representation, warranty, covenant, agreement, or obligation in this Agreement, but in any event no later than 30 days after becoming aware of such breach.

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(c) Seller shall give written notice to Purchaser within a reasonable period of time after becoming aware of any breach by Purchaser of any representation, warranty, covenant, agreement or obligation in this Agreement, but in any event no later than 30 days after becoming aware of such breach.

(d) the Parties have a duty to mitigate any Losses in connection with this Agreement.

(e) Seller's liability with respect to Section 8.01 is limited to Losses incurred or suffered by Purchaser in an amount no more than \$50,000.00.

(f) Purchaser's liability with respect to Section 8.01 is limited to Losses incurred or suffered by Seller in an amount no more than \$50,000.00.

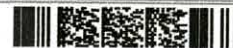
### SECTION 8.03 Procedure with Respect to Third-Party Claims.

(a) If a Party is threatened with or becomes subject to a third party claim, and such Party (the "**Claiming Party**") believes it has a claim entitled to indemnification from the other Party (the "**Responding Party**") as provided in Section 8.01 as a result thereof, then the Claiming Party shall notify the Responding Party in writing of the basis for the claim setting forth the nature of the claim in reasonable detail. The failure of the Claiming Party to so notify the Responding Party will not relieve the Responding Party of liability hereunder except to the extent that the defense of the claim is prejudiced by the failure to give the notice.

(b) If any Proceeding is brought by a third party against a Claiming Party and the Claiming Party gives notice to the Responding Party pursuant to Section 8.03(a), the Responding Party may participate in the Proceeding and, to the extent that it wishes to, assume the defense of the Proceeding, if:

- (i) the Responding Party provides written notice to the Claiming Party that the Responding Party intends to undertake the defense,
- (ii) the Responding Party conducts the defense of the third-party claim actively and diligently with counsel reasonably satisfactory to the Claiming Party, and
- (iii) the Responding Party or the Claiming Party has not determined in good faith that joint representation would be inappropriate because of a conflict of interest. The Claiming Party may, in its sole discretion, select and employ separate counsel in any such action and to participate in the defense thereof, and the Claiming Party shall pay the fees and expenses of its counsel. The Claiming Party shall cooperate with the Responding Party and its counsel in the defense or compromise of the Claim. If the Responding Party assumes the defense of a Proceeding, no compromise or settlement of the Claims may be effected by the Responding Party without the Claiming Party's consent unless (x) there is no finding or admission of any violation of Law or any violation of the rights of any Person and no effect on any other Claims that may be made against the Claiming Party, and (y) the sole relief provided is monetary damages that the Responding Party pays in full.

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(c) If notice is given to the Responding Party of the commencement of any third-party Proceeding and (i) the Responding Party does not, within 14 days after the Claiming Party's notice is given pursuant to Section 8.03(a), give notice to the Claiming Party of its election to assume the defense of the Proceeding, (ii) any of the conditions set forth in clauses (i) through (iii) of Section 8.03(b) above become unsatisfied, or (iii) a Claiming Party determines in good faith that there is a reasonable probability that a Proceeding may adversely affect it other than as a result of monetary damages for which it would be entitled to indemnification from the Responding Party under this Agreement, then the Claiming Party may (upon notice to the Responding Party) undertake the defense, compromise or settlement of the Claim; provided, however, that the Responding Party shall reimburse the Claiming Party for the Losses associated with defending against the third-party claim (including reasonable attorneys' fees and expenses) and will remain otherwise responsible for any liability with respect to amounts arising from or related to the third-party claim, in both cases to the extent it is ultimately determined that the Responding Party is liable with respect to the third-party claim for a breach under this Agreement. The Responding Party may elect to participate in the Proceedings, negotiations or defense at any time at its own expense.

#### ARTICLE IV General Provisions

SECTION 9.01. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by Purchaser or Seller (including by operation of law in connection with a merger or consolidation of Purchaser or Seller) without the prior written consent of the other Party hereto. Any attempted assignment in violation of this Section 9.01 shall be void.

SECTION 9.02. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 8.03. Attorney Fees. If either Party brings a Proceeding to enforce the provisions of this Agreement, the substantially prevailing Party will be entitled to recover its reasonable attorneys' fees and expenses incurred in such action from the non-prevailing Party as determined by the arbitrator or a court of law.

SECTION 9.04. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service, and shall be deemed given when so delivered by hand or facsimile, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service). All notices to a Party hereto shall be sent to the address and attention indicated below each Party's signature on the signature pages hereto, or to such other address and attention as a Party may designate from time to time to the other Party pursuant to this Section 9.04.

SECTION 9.05. Interpretation; Exhibits and Schedules; Certain Definitions.

- (a) The headings contained in this Agreement, in any Exhibit or Schedule hereto and in the





table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

(b) For all purposes hereof:

“**Person**” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity or other entity.

SECTION 9.06. Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other Party.

SECTION 9.07. Entire Agreement. This Agreement and the Ancillary Agreements, along with the Schedules and Exhibits thereto, contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Neither Party shall be liable or bound to any other Party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein or in the Ancillary Agreements.

SECTION 9.08. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

SECTION 9.09. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State. THE PARTIES ACKNOWLEDGE THAT (A) COLORADO HAS PASSED AMENDMENTS TO THE COLORADO CONSTITUTION AND ENACTED CERTAIN LEGISLATION TO GOVERN THE MARIJUANA INDUSTRY AND (B) THE POSSESSION, SALE, MANUFACTURE, AND CULTIVATION OF MARIJUANA IS ILLEGAL UNDER FEDERAL LAW. THE PARTIES WAIVE ANY DEFENSES BASED UPON INVALIDITY OF CONTRACTS FOR PUBLIC POLICY REASONS AND/OR THE SUBSTANCE OF THE CONTRACT VIOLATING FEDERAL LAW.

SECTION 9.10. Advice of Counsel. Each Party has had the opportunity to seek the advice of independent legal counsel and has read and understood each of the terms and provisions of this Agreement.

SECTION 9.11. MED and San Juan Licensing Authority Reformation. This Agreement and the

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transactions contemplated hereby are subject to review by the MED and San Juan Licensing Authority. If the MED or San Juan Licensing Authority determines that this Agreement must be reformed, the Parties shall negotiate in good faith to so reform this Agreement according to such Governmental Entity's requirements while effectuating the original intent of this Agreement as near as possible.

SECTION 9.12 Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. By an instrument in writing, a Party may waive compliance by the other Party with any term or provision of this Agreement that such other Party was or is obligated to comply with or perform.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Asset Purchase Agreement as of the date first written above.

**SELLER: San Juan Retail, LLC doing business as Cannafarmer Farm Store**

By: Kevin Farmer  
Signed on 2022/02/24 07:21:49 -8:00  
Name: Kevin Farmer  
Title: Member - Manager

Notice Address:  
San Juan Retail, LLC  
P.O. Box 933  
Silverton, Colorado 81433

**PURCHASER: JWJ Inc.**

By: Jeremy Bonin  
Signed on 2022/02/24 09:38:32 -8:00  
Name: Jeremy Bonin  
Title: President

Notice Address:  
JWJ Inc.  
Attn: Jeremy Bonin  
P.O. Box 5843  
Pagosa Springs, Colorado 81147-5843  
Email: jbonin@jandjinc.net

With a copy to:

Clark Hill PLC  
Attn: Craig Small, Esquire  
730 17th Street, Suite 420,  
Denver, Colorado 80202

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Email: [csmall@clarkhill.com](mailto:csmall@clarkhill.com)

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**EXHIBIT A**

**SELLER'S OFFICER'S CERTIFICATE**

**SAN JUAN RETAIL, LLC**

02/24/2022, 2022

This Seller's Officer's Certificate is delivered with respect to Section 6.01(a) of that certain Asset Purchase Agreement dated 02/24/2022, 2022 (the "APA") by and between San Juan Retail, LLC, a Colorado limited liability company, and JWJ Inc., a Colorado corporation. Capitalized terms used in this certificate that are defined in the APA have the respective meanings ascribed to them in the APA.

I, Kevin Michael Farmer, the duly elected, qualified and acting member-manager of Seller, on behalf of Seller, hereby certify as follows:

1. Seller's Representations and Warranties contained in Article III of the APA are true and correct on and as of the Closing as though made on and as of the Closing.
2. Seller has performed and complied in all material respects with the agreements, covenants, and obligations required by the APA to be performed or complied with by Seller at or before the Closing.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate on behalf of Seller as of the date first written above.

**San Juan Retail, LLC**

By:   
Name: Kevin Michael Farmer  
Title: Member-Manager

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## EXHIBIT B

### BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is entered into on 02/24/2022, 2022, by San Juan Retail, LLC, a Colorado limited liability company ("Seller"), for the benefit of JWJ, Inc. a Colorado corporation ("Purchaser").

#### Recitals

A. Seller and Purchaser entered into that certain Asset Purchase Agreement dated 02/24/2022, 2022 (the "Purchase Agreement"), whereby Purchaser agreed to purchase the Acquired Assets from Seller; and

B. Capitalized terms not defined herein have the respective meanings ascribed to them in the Purchase Agreement.

NOW THEREFORE, Seller certifies as follows:

#### Terms

1. Sale of Acquired Assets. In accordance with the terms and conditions of the Purchase Agreement, Seller hereby sells, transfers, conveys, assigns and delivers unto Purchaser all of the Acquired Assets subject to the Purchase Agreement, free and clear of all Liens.

2. Title. Seller has good and marketable title to the Acquired Assets, free and clear of all Liens, and Purchaser hereby receives such good and marketable title thereto.

3. Warranty. Seller shall warrant and defend the sale, transfer, conveyance, assignment and conveyance of the Acquired Assets hereunder against each and every person or persons claiming against any or all of the same.

4. Further Assurances. Seller shall take all steps necessary to put Purchaser in actual possession and operating control of the Acquired Assets, to carry out the intent of the Purchase Agreement and this Bill of Sale, and to more effectively sell, transfer, convey, assign and reduce to possession and record to title any of the Acquired Assets, including by executing and delivering, or causing to be executed and delivered, such further instruments or documents of transfer, assignment and conveyance, or by taking such other actions as may be requested by Purchaser.

5. Independent Covenants. This Bill of Sale is subject in all respects to the terms and conditions of the Purchase Agreement. Nothing contained in this Bill of Sale will be deemed to diminish any of the obligations, agreements, covenants, or statements of fact of Seller set forth in the Purchase Agreement.

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6. Dispute Resolution. If a dispute arises under this Bill of Sale, such dispute will be settled by in accordance with the provisions set forth in Section 8.04 of the Purchase Agreement.

7. Electronic or Fax Signatures. This Bill of Sale may be executed electronically or by fax which will each be effective as original signature.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by the duly authorized representative of Seller as of the date first above written.

**San Juan Retail, LLC**

By:  Signed on 2022/02/24 07:21:49 -8:00

Name: Kevin Michael Farmer

Title: Managing Member

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EXHIBIT C

PURCHASER'S OFFICER'S CERTIFICATE

JWJ INC.

02/24/2022, 2022

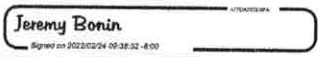
This Purchaser's Officer's Certificate is delivered with respect to Section 6.02(a) of that certain Asset Purchase Agreement dated 02/24/2022, 2022 (the "APA") by and between San Juan Retail, LLC a Colorado limited liability company, and JWJ Inc., a Colorado corporation. Capitalized terms used in this certificate that are defined in the APA have the respective meanings ascribed to them in the APA.

I, Jeremy Douglas Bonin, as the duly qualified and acting member of Purchaser, hereby certify as follows:

1. Purchaser's Representations and Warranties contained in Article IV of the APA are true and correct on and as of the Closing as though made on and as of the Closing.
2. Purchaser has performed and complied in all material respects with the agreements, covenants, and obligations required by the APA to be performed or complied with by Purchaser at or before the Closing.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate on behalf of Purchaser as of the date first written above.

JWJ INC.

By:   
Name: Jeremy Bonin  
Title: President

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**SCHEDULE 1.02(a)(i)**

**EQUIPMENT**

<b>SJR Asset Purchase Agreement</b>	
<b>Schedule 1.02(a)(i) - Equipment</b>	
<b><u>Equipment Description</u></b>	<b><u>QTY</u></b>
Microwave	1
Microwave Stand	1
Dry erase board	1
fold up table	1
Security System	1
Camera System	1
Battery Backup (Camera System)	1
Storage Dresser	1
Storage Tubs	50
Trash Cans	2
Firewood Rack, Shover, Poker	1
Main Sales Counter	1
Wrap Around Counters	3
Couch (Lobby)	1
Couch (Apartment)	1
Lobby ID stand	1
Lobby Storage Drawers	1
POS Computer	1
POS Monitor	1
Bar Code Scanner	1
Printer/Scanner/Copier	1
Clover POS syste	1
Product Fridge	1
Fridge (Apartment)	1
Security System Monitor	1
Product Shelves	4
Mason Jar Lamps	2
Office Chair	2
Wooden Chair	4
Tall Chair	1
Kitchen Table (Apartment)	1

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Storage Drawers (Apartment)	1
Dresser (Apartment)	1
Office Desk (Apartment)	1
Queen Platform Bedframe (Apartment)	1
Queen Matteredess (Apartment)	1
Trash Can (Apartment)	1
Night Stand (Apartment)	1
Product Scale	1

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**SCHEDULE 1.02(a)(x)**

**OTHER PROPERTY**

<b>OTHER PROPERTY</b>

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**SCHEDULE 1.03  
PURCHASE PRICE ALLOCATION**

Furniture, fixtures, and equipment:	\$50,000
Retail Inventory:	\$0
Licenses/Goodwill:	\$0

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**SAN JUAN COUNTY COLORADO  
RETAIL MARIJUANA LOCAL  
LICENSEE INDEMNIFICATION  
AGREEMENT**

The undersigned in consideration for the San Juan County Board of Commissioners, acting in its capacity as the Local Licensing Authority, issuance of a Retail Marijuana local license to the undersigned pursuant to the Colorado Retail Marijuana Code (C.R.S. Title 12, Article 43.4, Part1) by its acceptance of such Local License hereby agrees, undertakes, and covenants to hold and save harmless, release, and indemnify San Juan County, its Board of County Commissioners, the San Juan County Local Licensing Authority, and their officers, directors, employees, contractors and agents, and all other persons or entities associated or affiliated with San Juan County, all jointly and severally (collectively, the "County"), from and against any and all liabilities, claims, demands, actions, damages, injuries, and/or rights of action, of any nature whatsoever, that are related to, arise out of, or are in any way connected with the County's issuance of a local license to the undersigned pursuant to the Colorado Retail Marijuana Code and San Juan County Ordinance 2014-01 For Licensure of Retail and Medical Marijuana Establishment.

The undersigned understands and acknowledges that by signing this Retail Marijuana Local Licensee Indemnification Agreement the undersigned has given up certain legal rights and/or possible claims that the undersigned might otherwise assert or maintain against the County. The undersigned also understands and acknowledges that this Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that if any portion hereof is held invalid, the undersigned agrees and understands that the balance shall continue in full legal force and effect.

The undersigned understands and acknowledges that this Indemnification Agreement constitutes the entire agreement and understanding between the undersigned and the County relating to the subject matter herein and that it cannot be modified or changed in any way by the representations or statements of the County, or by the undersigned.

Nothing herein shall be deemed or construed as waiver or diminishment of any protections, limitations, rights or immunities available to the County by any provision of Colorado law, including, without limitation, any protection or limitation of liability under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

In the event that a controversy, dispute, litigation or arbitration emerges over this Indemnification Agreement, venue and jurisdiction shall be proper only in San Juan County District Court. The County shall have the right to recover reasonable attorneys fees and costs it may incur to enforce this Indemnification Agreement.



MY SIGNATURE BELOW INDICATES THAT I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS ENTIRE RETAIL MARIJUANA LOCAL LICENSEE INDEMNIFICATION AGREEMENT AND AGREE TO BE BOUND BY THE TERMS HEREIN.

Date \_\_\_\_\_

PRINTED NAME OF LOCAL LICENSEE: Jason Werby

By: [Signature]  
Authorized Signature of Local Licensee

STATE OF COLORADO }  
  } ss.  
COUNTY OF SAN JUAN }

Acknowledged, subscribed and sworn to before on March 17 2022 by

Jason Werby, as authorized signatory of the Local Licensee \_\_\_\_\_.

My commission expires 3/7/23

[Signature]  
Notary Public

Witness my hand and official seal.  
ANDREW DWAYNE BAIRD  
NOTARY PUBLIC  
STATE OF COLORADO  
(SEAL) Notary ID 20194009166  
My Commission Expires: 03/07/2023

**ACCEPTED AND AGREED TO** by the SAN JUAN COUNTY, COLORADO, BOARD OF COUNTY COMMISSIONERS, ACTING IN ITS CAPACITY AS THE LOCAL LICENSING AUTHORITY PURSUANT TO THE COLORADO RETAIL MARIJUANA CODE (Title 12, Article 43.4, Part 1, C.R.S.)

SAN JUAN COUNTY, COLORADO  
COUNTY LAND USE ADMINISTRATOR  
Acting for the  
SAN JUAN COUNTY LOCAL LICENSING AUTHORITY

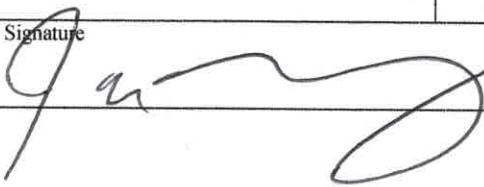
By: \_\_\_\_\_  
Land Use Administrator

Date: \_\_\_\_\_

## Affirmation & Consent

I, Jason Werby \_\_\_\_\_, as an authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Retail Marijuana Business License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Retail Marijuana license by San Juan County. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of a temporary Retail Marijuana application or the revocation of the license. I am voluntarily submitting this application to the San Juan County Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a San Juan County Retail Marijuana License, and for 90 days following the expiration or surrender of such Retail Marijuana License.

**Print Full Legal Agent Name clearly below:**

Applicant's Business Name JWJ, Inc		Trade Name (DBA) The Green House Silverton
Legal Agent Last Name (Please Print) Werby	Legal Agent First Name Jason	Legal Agent Middle Name Bryce
Signature 		Date 3/17/22



## APPLICANT'S REQUEST TO RELEASE INFORMATION

To: \_\_\_\_\_

From: Jason Werby

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the San Juan County Marijuana Local Licensing Authority whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the San Juan County Marijuana Local Licensing Authority to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the San Juan County Marijuana Local Licensing Authority to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/We hereby authorize and request that a duly appointed agent of the San Juan County Marijuana Local Licensing Authority be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, -notes co-signed by me/us, checking records, savings deposit records, safe deposit box records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the San Juan County Marijuana local Licensing Authority, my/our true and lawful attorney in fact for me/us in my/our behalf and for my/our use and benefit:
  - (a) To request, review, copy, sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
  - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
  - (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do it personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the San Juan County Marijuana Local Licensing Authority an application for a Retail Marijuana Local License. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employers arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Legal Agent Last Name (Please Print) Werby	Legal Agent First Name Jason	Legal Agent Middle Name Bryce
Legal Agent Title Vice President	Signature (Must be signed in front of one witness)	
Dated this <u>17</u> day of <u>March</u> , 20 <u>22</u> at <u>12 PM</u> <span style="float: right;">(time)</span> <u>Pagosa Springs</u> , <u>Colorado</u> <span style="display: flex; justify-content: space-around; font-size: small;"> <span>(City)</span> <span>(State)</span> </span>		
Witness Signature		
Signature of Retail Marijuana licensing agent presenting this request		Date
		<u>3/17/22</u>



## INVESTIGATION AUTHORIZATION AUTHORIZATION TO RELEASE INFORMATION

I, Jason Werby \_\_\_\_\_, as an authorized agent for the applicant, hereby authorize the San Juan County Local Licensing Authority, through the San Juan County Sheriff's Office (hereafter, the Investigative Agency) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agency to provide any and all information deemed necessary by the Investigative Agency. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigative Agency a complete and accurate record of such transactions that may have occurred with that institution, including but not limited to, internal banking memoranda, past and present loan applications, financial statements, and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigative Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigative Agency to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigative Agency to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigative Agency reserves the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigative Agency may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, San Juan County, the Investigative Agency, and other agents of employees of San Juan County shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to San Juan County, the Investigative Agency, and other agents or employees of San Juan County for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigative Agency, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

**Print Full Legal Agent Name clearly below:**

Applicant's Business Name JWJ Inc.	Trade Name (DBA) The Green House Silverton
---------------------------------------	---

Legal Agent Last Name (Please Print) Werby	Legal Agent First Name Jason	Legal Agent Middle Name Bryce
---	---------------------------------	----------------------------------

Legal Agent Title Vice President	Signature (Must be signed in front of one witness)
-------------------------------------	--

Dated this 17 day of March, 2022 at 12:00 (time)

Pagosa Springs (City), Colorado (State)

Witness Signature \_\_\_\_\_