

## Marijuana Enforcement Division Report of Changes

|   |    |  |                                |
|---|----|--|--------------------------------|
| Current License Number (All Answers Must Be Printed Legibly or Typewritten)<br><b>402-00602</b>   |    |  |                                |
| 1. Name of Business requesting changes or Person requesting duplicate badge<br><b>Metro Denver Telluride Health Center LLC</b>  |    |  |                                |
| 2. Trade Name<br><b>The Hemp Center</b>   |    |  |                                |
| 3. Business address or personal address if requesting a duplicate badge<br><b>2430 W Main Street</b>  |    | City<br><b>Littleton</b>   | State ZIP<br><b>CO 80120</b>   |
| 4. Primary Contact Person for Business<br><b>Melissa VanDiest</b>   |    | Primary Contact Phone Number<br><b>9709469735</b>                    |                                |
| Title<br><b>CEO</b>   |    |  |                                |
| Primary Contact Address<br><b>5617 Johnson St</b>   |    | City<br><b>Arvada</b>  | State ZIP<br><b>CO 80002</b>   |
| Primary Contact Email<br><b>mel@mdthc.com</b>   |    |  |                                |
| <b>Select the Appropriate Section Below and Proceed to The Instructions on Page2.</b><br>(Please refer to fee schedule on the website— <a href="http://www.colorado.gov/revenue/med">www.colorado.gov/revenue/med</a> )   |    |  |                                |
| <b>Section A—Duplicate License</b>  |    | <b>Section B</b>   |                                |
| <input type="checkbox"/> Duplicate Business License   | \$ | <input type="checkbox"/> Change Corp. or Trade Name Permit (ea)      | \$                             |
| <input type="checkbox"/> Duplicate Badge  | \$ | <input checked="" type="checkbox"/> Change Location Permit – Medical | \$ <b>750<sup>00</sup></b>     |
|   |    | <input type="checkbox"/> Change Location Permit – Retail             | \$                             |
|   |    | <input type="checkbox"/> Change, Alter or Modify Premises            |                                |
|   | \$ | x  | Total Fee \$                   |
| <b>Oath of Applicant (For Duplicate License or Badge Only)</b>  |    |  |                                |
| I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.  |    |  |                                |
| Signature   |    |  | Date                           |
| The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically. |    | Total<br>Amount Due  | \$ <b>750<sup>00</sup></b> .00 |

# Instruction Sheet

## For All Sections, Complete Questions 1-3 Located on Page 1

(Please refer to fee schedule on the website—[www.colorado.gov/revenue/med](http://www.colorado.gov/revenue/med))

**Section A**

**For a Duplicate Badge or Business License** be sure to include the license number in the upper portion of page 1 and sign at bottom of page 1. Separate applications are required for each license.

**Section B**

Check the appropriate box in section C and proceed below.

- 1) **Change Trade Name:** go to page 3 and complete question 1 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **To Modify Premise:** go to page 4 and complete question 3. Submit the necessary information and proceed to Oath of Applicant signature. Submit any existing lease that is revised due to the modification.
- 3) **To Change Location:** go to page 3 and complete question 2. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

### 1. Change Trade Name

**Section C**

Change of Trade Name / DBA only (Attach the following supporting documents)

1. Copy of Change of Trade Name or Amendment filed with the Colorado Secretary of State
2. Copy of new Trade Name registration

|                |      |                |     |
|----------------|------|----------------|-----|
| Old Trade Name |      | New Trade Name |     |
| Address        | City | County         | ZIP |

### 2. Change of Location

A. Address of current premises

|                   |           |          |       |
|-------------------|-----------|----------|-------|
| Address           | City      | County   | ZIP   |
| 2430 West Main St | Littleton | Arapahoe | 80120 |

B. Address of proposed new premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

|                      |           |          |       |
|----------------------|-----------|----------|-------|
| Address              | City      | County   | ZIP   |
| 5744 South Datura St | Littleton | Arapahoe | 80120 |

C. New Mailing Address if Applicable.

|                      |           |          |       |
|----------------------|-----------|----------|-------|
| Address              | City      | County   | ZIP   |
| 5744 South Datura St | Littleton | Arapahoe | 80120 |

D. Attach detailed diagram of the premises including security equipment locations and proof from local licensing authority that the change has been submitted.

#### Report and Approval of Local Licensing Authority (City / County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Article 43.3 or 43.4, C.R.S. , as amended. **Therefore, this application is approved.**

|   |                                 |
|---|---------------------------------|
| Local Licensing Authority (City or County)  | Date Filed With Local Authority |
| City of Littleton                           | 6-8-2017                        |
| Signature of Local Licensing Representative | Date                            |
|   | Authority Chair                 |

**3. Modification of Premises**

(Note: Licensees may not modify their licensed premises until approved by state and local authorities.)

A. Describe Change proposal

B. If the modification is temporary, when will the proposed change:

Start (MM/DD/YY)

End (MM/DD/YY)

C. Will the proposed change result in the licensed premises now being located within 1000 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance) .....  Yes  No

D. Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises include security equipment locations.

E. Attach any existing lease that is revised due to the modification.

**Oath of Applicant**

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature of Owner/Principal

Title

Date

*[Handwritten Signature]*

*CEO*

*5/17/17*

**Report and Approval of Local Licensing Authority (City / County)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Article 43.3 or 43.4, C.R.S. , as amended. **Therefore, this application is approved.**

Local Licensing Authority (City or County)

Date Filed With Local Authority

*City of Littleton*

Signature of Local Licensing Representative

Title

Date

*Authority Chair*

**Report of State Licensing Authority**

The foregoing has been examined and complies with the filing requirements of Title 12, Article 43.3 or 43.4, C.R.S., as amended.

Signature

Title

Date

CITY CLERK'S OFFICE  
CITY OF LITTLETON, COLORADO

**AFFIDAVIT OF STATE LICENSE - CHANGE OF LOCATION**

Metro Denver Telluride Health Center  
Entity Name

The Hemp Center  
Trade Name

Business Address

2430 W Main Street  
Littleton CO 80120

402-00602

State License Number

Applicant hereby acknowledges that it must receive written approval from the State Licensing Authority for a change of the location of the State license listed above, to the proposed new premises located at

5744 South Datura Street Littleton CO 80120  
Proposed Facility Address

as a prerequisite condition to the approval of its application. Applicant acknowledges that the failure to obtain and present approval from the State Licensing Authority as described above may constitute grounds for revocation of its local license or denial of the application.

Applicant understands that the City Clerk's office will recognize faxed signatures or signatures sent by pdf and that such executed copy of this request is authorized to create an effective original and shall have the full force and effect of an original executed instrument.

Melissa VanDiest  
Printed Name

[Signature]  
Signature  
5/17/17  
Date

CITY CLERK'S OFFICE  
CITY OF LITTLETON, COLORADO

**STATE NOTIFICATION WAIVER**

Metro Denver Telluride Health Center  
Entity Name

The Hemp Center  
Trade Name

Business Address

2430 W MAIN STREET  
LITTLETON CO 80120

The above named Applicant currently holds a state and local MMC license and has submitted to the City of Littleton an application to change the location of the marijuana business license associated with the above named entity/location. The Applicant will apply for a corresponding change in the state license (listed below) associated with this local license :

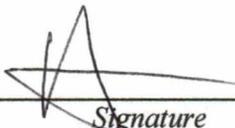
402-006002  
State License Number

I hereby acknowledge that as part of the dual application and licensing process, the Colorado State Marijuana Enforcement Division (MED) requires certain documentation prior to accepting an application to effect a corresponding change in the state license above. I also understand that once my local application has been reviewed by the City of Littleton, City Clerk's Office, the City may notify the MED of its initial review of the application materials.

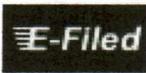
I will not rely upon any communication between the City of Littleton and the MED as an indication or assurance that the proposed change of location will be approved. I also understand that the City's acceptance of my application and notification to the state licensing authority does not preclude a later determination that the application should be denied. I hereby waive any estoppel claim against the City of Littleton, its agents, and employees based upon any required communications between the City and the MED.

I acknowledge that my license will not be issued prior to the completion of all required inspections and the City's receipt of a valid corresponding state license or a valid state permit for the requested modification(s). I further understand that the City will not issue a local license reflecting the modification(s) or new licensed premise until it has verified that the Applicant is in full compliance with all state and local laws and regulations.

Melissa VanDiest  
Printed Name

  
Signature

5/17/17  
Date



Colorado Secretary of State  
 Date and Time: 11/24/2009 12:33 PM  
 ID Number: 20091617208

Document must be filed electronically  
 Paper documents will not be accepted.

Document processing fee  
 Fees & forms/cover sheets  
 are subject to change.

\$20.00

Document number: 20091617208  
 Amount Paid: \$20.00

To access other information or print  
 copies of filed documents,  
 visit [www.sos.state.co.us](http://www.sos.state.co.us) and  
 select Business Center.

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Trade Name of a Reporting Entity**

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

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

|                |  |
|----------------|--|
| ID Number      | <u>20091190983</u><br><i>(Colorado Secretary of State ID number)</i> |
| True name      | <u>Metro Denver Telluride Health Center LLC</u>                      |
| Form of entity | <u>Limited Liability Company</u>                                     |
| Jurisdiction   | <u>Colorado</u>  |

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

The Hemp Center

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

Health and health care products

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

This document contains additional information as provided by law.

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

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

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

**Notice:**

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

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

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

Lynch Michael  
(Last) (First) (Middle) (Suffix)  
P.O. Box 2636  
(Street number and name or Post Office Box information)

Telluride CO 81435-2636  
(City) (State) (Postal/Zip Code)  
United States  
(Province - if applicable) (Country - if not US)

*(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).

**AMENDED AND RESTATED  
MEMORANDUM OF ORGANIZATION  
AND OPERATING AGREEMENT  
OF  
MDTHC LLC**

**THIS AMENDED AND RESTATED MEMORANDUM OF ORGANIZATION AND OPERATING AGREEMENT** ("Memorandum"), dated as of July 15, 2010, is made and entered into by the parties signing this Memorandum on the signature page attached hereto, as all of the members of MDTHC LLC, a Colorado limited liability company (the "Company").

**EXPLANATORY STATEMENT**

This Memorandum shall constitute the operating agreement of the Company and, together with the applicable provisions of the Colorado Limited Liability Company Act, C.R.S. § 7-80-101 *et. seq.* ("LLC Act"), as modified by this Memorandum, shall govern all rights and obligations of the member(s) of the Company. This Agreement amends, restates, supersedes and replaces all prior operating agreements of the Company.

**AGREEMENTS**

1. The Articles of Organization of the Company, received by the Office of the Colorado Secretary of State on April 2, 2009, are hereby adopted, ratified, confirmed and approved.

2. The Company shall have perpetual existence and shall continue until it is dissolved in accordance with the LLC Act.

3. The Company's members and their percentage interest in the Company are as follows:

| <u>Name</u>       | <u>Percentage Interest</u> |
|-------------------|----------------------------|
| James Van Diest   | 81%                        |
| Melissa Van Diest | 19%                        |

4. The initial capital contribution of the members are reflected in the books and records of the Company. The members may be required to make additional capital contributions to the Company.

5. The management of the Company shall be vested in one or more managers appointed by the members. Effective as of the date hereof, there shall be two (2) managers, which will be James Van Diest and Melissa Van Diest (the "Managers"), who shall serve in such capacity until their resignation, death or removal by vote of the members (in accordance with the LLC Act). Without limiting the powers granted to the Managers of the Company under the LLC Act, the Managers are authorized, directed and empowered, in the name and on behalf of the Company, to take all actions and execute all agreements and other documents (including, without limitation, instruments evidencing indebtedness and instruments of acquisition and conveyance) that a majority of the membership interests in the Company deem appropriate to conduct the business of the Company. Each Manager, acting singly, is authorized to open

and maintain such bank accounts as are necessary and advisable in furtherance of the Company's business. Each Manager, acting singly, is authorized to sign checks on behalf of the Company in furtherance of the Company's business.

6. The Managers shall keep and maintain at the principal office of the Company, and otherwise, such books and records as the Managers may determine to be appropriate.

7. Neither the members nor the Managers shall be liable under a judgment, decree, order of a court, or in any other manner, for any debt, obligation or liability of the Company.

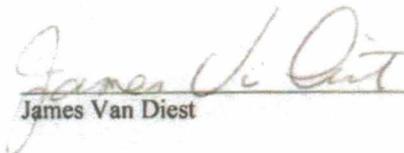
8. Without limiting any other obligations of the Company to the members or the Managers, the Company shall indemnify the members and the Managers with respect to, and make advances for the payments made, personal liabilities incurred, and expenses incurred, by the members or the Managers, as the case may be, in the ordinary and proper conduct of the Company's business and affairs (including the winding up thereof) or the preservation of the Company's business or property, to the maximum extent indemnification and advances are permitted under Section 7-80-407 of the LLC Act.

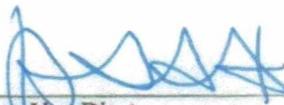
9. As a multi-member limited liability company, the Company shall be taxed as a partnership.

11. This Memorandum is for the sole benefit of the Company, its members and Managers, and no other person is intended to be a beneficiary of the Agreement or shall have any rights hereunder. Without limiting the generality of the foregoing, except as otherwise expressly provided in the LLC Act or applicable law, no creditor shall have any rights with respect to any agreement between the Company and the members with respect to capital contributions or otherwise under this Memorandum.

12. This Memorandum may be modified or amended only by a written instrument signed by the members.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Organization and Operating Agreement as of the date first stated above.

  
James Van Diest

  
Melissa Van Diest



Colorado Secretary of State  
 Date and Time: 04/02/2009 11:34 AM  
 ID Number: 20091190983

Document must be filed electronically.  
 Paper documents will not be accepted.

Document processing fee  
 Fees & forms/cover sheets  
 are subject to change.

\$50.00

Document number: 20091190983  
 Amount Paid: \$50.00

To access other information or print  
 copies of filed documents,  
 visit [www.sos.state.co.us](http://www.sos.state.co.us) and  
 select Business Center.

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

**Metro Denver Telluride Health Center LLC**

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)*

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

2. The principal office address of the limited liability company's initial principal office is

Street address

c/o Michael J Lynch

123 D South Spruce Street

Telluride CO 81435-2636  
 (City) (State) (ZIP/Postal Code)  
 United States  
 (Province - if applicable) (Country)

Mailing address

(leave blank if same as street address)

PO Box 2636

*(Street number and name or Post Office Box information)*

Telluride CO 81435-2636  
 (City) (State) (ZIP/Postal Code)  
 United States  
 (Province - if applicable) (Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name  
 (if an individual)

Lynch Michael J  
 (Last) (First) (Middle) (Suffix)

**OR**

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

Street address

123 D West Colorado Ave, Suite 205

PO Box 2636

Telluride CO 81435-2636  
 (City) (State) (ZIP Code)

Mailing address  
(leave blank if same as street address)

PO Box 2636

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435-2636

(ZIP Code)

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

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

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual)

Lynch

(Last)

Michael

(First)

J

(Middle)

(Suffix)

OR

(if an entity)

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

Mailing address

123 D South Spruce Street

(Street number and name or Post Office Box information)

PO Box 2636

Telluride

(City)

CO

(State)

81435-2636

(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.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

OR

the members.

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

There is at least one member of the limited liability company.

7. (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.

8. (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.

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

|  |                          |                                  |                         |
|--|--------------------------|----------------------------------|-------------------------|
| Lynch  | Michael                  | J                                |                         |
| <small>(Last)</small>  | <small>(First)</small>   | <small>(Middle)</small>          | <small>(Suffix)</small> |
| 123 D West Colorado Ave, Suite 205                                     |                          |                                  |                         |
| <small>(Street number and name or Post Office Box information)</small> |                          |                                  |                         |
| PO Box 2636  |                          |                                  |                         |
| <small>(Street number and name or Post Office Box information)</small> |                          |                                  |                         |
| Telluride  | CO                       | 81435-2636                       |                         |
| <small>(City)</small>  | <small>(State)</small>   | <small>(ZIP/Postal Code)</small> |                         |
|  | United States            |                                  |                         |
| <small>(Province – if applicable)</small>                              | <small>(Country)</small> |                                  |                         |

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

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

**Disclaimer:**

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

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Metro Denver Telluride Health Center LLC

is a

Limited Liability Company

formed or registered on 04/02/2009 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20091190983 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/17/2017 that have been posted, and by documents delivered to this office electronically through 05/18/2017 @ 12:45:53 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/18/2017 @ 12:45:53 in accordance with applicable law. This certificate is assigned Confirmation Number 10248656 .



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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

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

# COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective June 1, 2017, by and between **IL/RM Golden Properties, LLC and 57 Datura, LLC** ("Landlord") and **Metro Denver Telluride Health Center LLC / dba The Hemp Center and James Van Diest and Melissa Van Diest** ("Tenant"). Tenant is to use said premises for the sale of Medical Marijuana and for no other purpose unless agreed to in writing by the Landlord.

Landlord is the owner of land and improvements commonly known and numbered as **5744 South Datura Street, Littleton CO, 80120** (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

## 1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of three years beginning **June 1, 2017** and shall continue for said term to end on **May 31, 2020** at 12:00 A.M. of this day. This lease is subject to the Cole Memorandum which shall be part of this lease as Amendment A. Landlord may terminate this lease for the following:

1. Tenant engages in any act that would violate the spirit of the Cole Memorandum causing the U.S. Department of Justice to determine that the Tenant is interfering with any one or more of the law enforcement priorities as set forth in said Cole Memorandum and said interference results in Federal Law Enforcement authorities taking action against the Tenant.
2. Tenant violates any State of Colorado law or regulation or any local municipal law or code regarding the cultivation and sale Medical Marijuana and said violation(s) result in the suspension of Tenant's license to sell Medical Marijuana.
3. Federal Law Enforcement Authorities change their positions regarding Federal Intervention, Federal Enforcement, forfeiture, or engage in any enforcement actions including DEA Raids, U.S. Department of Justice criminal charges or any administrative actions regarding the sale and cultivation of Marijuana. Federal Agencies for the purposes of this paragraph include but are not limited to the DEA, U.S. Department of Justice, FBI, or any other Federal Agencies tasked with enforcing Federal drug laws.
4. This lease shall be renewable for an additional three-year period. Said renewal period shall be subject to the same terms and conditions of this lease and shall be implemented by both the Landlord and the Tenant executing an Extension Agreement. The rental rate for said renewal period shall be increased for any increases in the Consumer Price Index (CPI) and for any increases in Real Property taxes and any increases in Hazard/Liability Insurance premiums payable by the Landlord. Said increases shall be adjusted annually for the three-year renewal term. Tenant must provide Landlord written notice of its intent to renew this lease no later than ninety (90) days prior to the expiration of this lease.

## 2. Rental.

A. Tenant shall pay to Landlord during the Initial Term of this Lease, rental payments of **Forty Five Thousand Dollars (\$45,000.00) per year**. Said rent shall be paid in monthly installments of **Three Thousand Seven Hundred Fifty Dollars (\$3,750.00)** due on the first day of each month. Landlord may increase the rental amount for the second and third years of this lease for any increase in Real Estate Taxes and/or any increased insurance expense that results from the intended use of this building. Each rental installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord with payments made in the name of **IL/RM Golden Properties, LLC and or assigns** at:

**IL/RM Golden Properties, LLC  
P.O. Box 1043  
Niwot, CO 80544**

or at such other place designated by written notice from Landlord.

Tenant shall also pay to Landlord a **"Security Deposit"** in the amount of **Three Thousand Seven Hundred Fifty and no/100s dollars (\$3,750.00) upon signing this lease. The first and last month rental payment along with the security deposit will be due upon signing this lease for a total of \$11,250.00.**

### **3. Use**

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant may not reside in this unit or use it in a residential manner in any form. The Tenant's intended use is a Medical Marijuana Retail Dispensary. As such Tenant must comply with the Cole Memorandum which is Amendment A of this lease. Tenant must also comply with all other State of Colorado Laws and Regulations and all local law and municipal code regulating the cultivation and sale of Medical Marijuana.

### **4. Sublease and Assignment.**

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent.

### **5. Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy subject to the obligations of the parties otherwise set forth in this Lease.

### **6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Landlord shall bear no expense in the tenant improvement of this building.

### **7. Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises – Lessee shall pay to Landlord any increased Real Property Taxes in excess of the amount due and payable April 30, 2017. Said payment will be due in a single payment due and payable no later than April 30, 2018 and April 30, 2019.

### **8. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

#### **9. Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, and trash. Tenant shall pay any other utilities including telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

#### **10. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Landlord, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant. Cost of signs shall be paid by Tenant.

#### **11. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

#### **12. Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

#### **13. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity, including enforcement of this lease by a private attorney at the rate of \$285.00 per hour. Landlord shall use reasonable efforts to mitigate its damages.

#### **14. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

#### **15. Condemnation.**

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

#### **16. Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

#### **17. Security Deposit.**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, and there are no

damages to the Leased Premises above and beyond normal wear and tear, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

**18. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

*If to Landlord to:*

IL/RM Golden Properties,  
Attn: Robin Golden, Manager  
P.O. Box 1043  
Niwot, CO 80544

*If to Tenant to:*

\_\_Melissa Van Diest\_\_  
[Tenant]  
\_\_5744South Datura Str.\_\_\_\_  
\_\_Littleton, CO 80120 \_\_  
[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**19. Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

**20. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**21. Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

**22. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**23. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**24. Compliance with Law.**

Tenant shall comply with State laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises. ***Should the City Of Littleton, State of Colorado, or the Attorney General of the United States, or any other local or Federal law enforcement authority, determine that the sale of Medical Marijuana shall be prohibited and that said premises can no longer be used for the sale of Medical Marijuana, Lessor and Lessee agree to vacate this lease with no further rent due once premises have been vacated. This lease shall also be vacated if any of the above mentioned Government Entities issues formal written notice to the Landlord or to the Tenant to cease and desist in the sale of Medical Marijuana, engage in any seizure or forfeiture action of leased premises, engage in any raids or file criminal charges against Tenant or Landlord, or provide notice of Federal intervention or a change in the enforcement policy of Federal Law. Should Tenant fail to comply with State of Colorado Laws and Regulation or local and municipal laws and codes regarding the cultivation and sale of marijuana, and such actions result in the suspension of the Tenant's license to sell Medical Marijuana, Landlord may cancel this lease and take possession of these premises. Tenant must also comply with all provisions of the Cole Memorandum (Amendment A of this lease). Any failure to comply with the Cole Memorandum that shall result in Federal Law enforcement action against the Tenant shall also give the Landlord the right to cancel this lease and assume possession of these premises.***

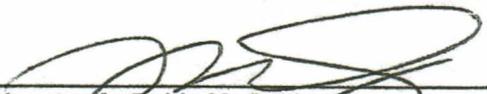
**25. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified by a further writing that is duly executed by both parties.

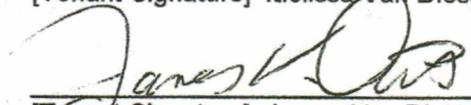
**26. Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.

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

  
\_\_\_\_\_  
[Landlord Signature] Robin M. Golden  
Manager, IL/RM Golden Properties, LLC  
Manager, 57 Datura, LLC

  
\_\_\_\_\_  
[Tenant Signature] Melissa Van Diest

  
\_\_\_\_\_  
[Tenant Signature] James Van Diest

  
\_\_\_\_\_  
[Tenant Signature] Melissa Van Diest  
Member/ Manager Metro Denver Telluride Health Center,  
d/b/a The Hemp Center

AMENDMENT A

Attached to and made Part of this lease is the Cole Memorandum issued by the U.S. Department of Justice on August 29, 2013.



U.S. Department of Justice

Office of the Deputy Attorney General

The Deputy Attorney General

Washington, D.C. 20530

August 29, 2013

MEMORANDUM FOR ALL UNITED STATES ATTORNEYS

FROM: James M. Cole   
Deputy Attorney General

SUBJECT: Guidance Regarding Marijuana Enforcement

In October 2009 and June 2011, the Department issued guidance to federal prosecutors concerning marijuana enforcement under the Controlled Substances Act (CSA). This memorandum updates that guidance in light of state ballot initiatives that legalize under state law the possession of small amounts of marijuana and provide for the regulation of marijuana production, processing, and sale. The guidance set forth herein applies to all federal enforcement activity, including civil enforcement and criminal investigations and prosecutions, concerning marijuana in all states.

As the Department noted in its previous guidance, Congress has determined that marijuana is a dangerous drug and that the illegal distribution and sale of marijuana is a serious crime that provides a significant source of revenue to large-scale criminal enterprises, gangs, and cartels. The Department of Justice is committed to enforcement of the CSA consistent with those determinations. The Department is also committed to using its limited investigative and prosecutorial resources to address the most significant threats in the most effective, consistent, and rational way. In furtherance of those objectives, as several states enacted laws relating to the use of marijuana for medical purposes, the Department in recent years has focused its efforts on certain enforcement priorities that are particularly important to the federal government:

- Preventing the distribution of marijuana to minors;
- Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
- Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;
- Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;

- Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
- Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
- Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and
- Preventing marijuana possession or use on federal property.

These priorities will continue to guide the Department's enforcement of the CSA against marijuana-related conduct. Thus, this memorandum serves as guidance to Department attorneys and law enforcement to focus their enforcement resources and efforts, including prosecution, on persons or organizations whose conduct interferes with any one or more of these priorities, regardless of state law.<sup>1</sup>

Outside of these enforcement priorities, the federal government has traditionally relied on states and local law enforcement agencies to address marijuana activity through enforcement of their own narcotics laws. For example, the Department of Justice has not historically devoted resources to prosecuting individuals whose conduct is limited to possession of small amounts of marijuana for personal use on private property. Instead, the Department has left such lower-level or localized activity to state and local authorities and has stepped in to enforce the CSA only when the use, possession, cultivation, or distribution of marijuana has threatened to cause one of the harms identified above.

The enactment of state laws that endeavor to authorize marijuana production, distribution, and possession by establishing a regulatory scheme for these purposes affects this traditional joint federal-state approach to narcotics enforcement. The Department's guidance in this memorandum rests on its expectation that states and local governments that have enacted laws authorizing marijuana-related conduct will implement strong and effective regulatory and enforcement systems that will address the threat those state laws could pose to public safety, public health, and other law enforcement interests. A system adequate to that task must not only contain robust controls and procedures on paper; it must also be effective in practice. Jurisdictions that have implemented systems that provide for regulation of marijuana activity

---

<sup>1</sup> These enforcement priorities are listed in general terms; each encompasses a variety of conduct that may merit civil or criminal enforcement of the CSA. By way of example only, the Department's interest in preventing the distribution of marijuana to minors would call for enforcement not just when an individual or entity sells or transfers marijuana to a minor, but also when marijuana trafficking takes place near an area associated with minors; when marijuana or marijuana-infused products are marketed in a manner to appeal to minors; or when marijuana is being diverted, directly or indirectly, and purposefully or otherwise, to minors.

must provide the necessary resources and demonstrate the willingness to enforce their laws and regulations in a manner that ensures they do not undermine federal enforcement priorities.

In jurisdictions that have enacted laws legalizing marijuana in some form and that have also implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale, and possession of marijuana, conduct in compliance with those laws and regulations is less likely to threaten the federal priorities set forth above. Indeed, a robust system may affirmatively address those priorities by, for example, implementing effective measures to prevent diversion of marijuana outside of the regulated system and to other states, prohibiting access to marijuana by minors, and replacing an illicit marijuana trade that funds criminal enterprises with a tightly regulated market in which revenues are tracked and accounted for. In those circumstances, consistent with the traditional allocation of federal-state efforts in this area, enforcement of state law by state and local law enforcement and regulatory bodies should remain the primary means of addressing marijuana-related activity. If state enforcement efforts are not sufficiently robust to protect against the harms set forth above, the federal government may seek to challenge the regulatory structure itself in addition to continuing to bring individual enforcement actions, including criminal prosecutions, focused on those harms.

The Department's previous memoranda specifically addressed the exercise of prosecutorial discretion in states with laws authorizing marijuana cultivation and distribution for medical use. In those contexts, the Department advised that it likely was not an efficient use of federal resources to focus enforcement efforts on seriously ill individuals, or on their individual caregivers. In doing so, the previous guidance drew a distinction between the seriously ill and their caregivers, on the one hand, and large-scale, for-profit commercial enterprises, on the other, and advised that the latter continued to be appropriate targets for federal enforcement and prosecution. In drawing this distinction, the Department relied on the common-sense judgment that the size of a marijuana operation was a reasonable proxy for assessing whether marijuana trafficking implicates the federal enforcement priorities set forth above.

As explained above, however, both the existence of a strong and effective state regulatory system, and an operation's compliance with such a system, may allay the threat that an operation's size poses to federal enforcement interests. Accordingly, in exercising prosecutorial discretion, prosecutors should not consider the size or commercial nature of a marijuana operation alone as a proxy for assessing whether marijuana trafficking implicates the Department's enforcement priorities listed above. Rather, prosecutors should continue to review marijuana cases on a case-by-case basis and weigh all available information and evidence, including, but not limited to, whether the operation is demonstrably in compliance with a strong and effective state regulatory system. A marijuana operation's large scale or for-profit nature may be a relevant consideration for assessing the extent to which it undermines a particular federal enforcement priority. The primary question in all cases – and in all jurisdictions – should be whether the conduct at issue implicates one or more of the enforcement priorities listed above.

As with the Department's previous statements on this subject, this memorandum is intended solely as a guide to the exercise of investigative and prosecutorial discretion. This memorandum does not alter in any way the Department's authority to enforce federal law, including federal laws relating to marijuana, regardless of state law. Neither the guidance herein nor any state or local law provides a legal defense to a violation of federal law, including any civil or criminal violation of the CSA. Even in jurisdictions with strong and effective regulatory systems, evidence that particular conduct threatens federal priorities will subject that person or entity to federal enforcement action, based on the circumstances. This memorandum is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any party in any matter civil or criminal. It applies prospectively to the exercise of prosecutorial discretion in future cases and does not provide defendants or subjects of enforcement action with a basis for reconsideration of any pending civil action or criminal prosecution. Finally, nothing herein precludes investigation or prosecution, even in the absence of any one of the factors listed above, in particular circumstances where investigation and prosecution otherwise serves an important federal interest.

cc: Mythili Raman  
Acting Assistant Attorney General, Criminal Division

Loretta E. Lynch  
United States Attorney  
Eastern District of New York  
Chair, Attorney General's Advisory Committee

Michele M. Leonhart  
Administrator  
Drug Enforcement Administration

H. Marshall Jarrett  
Director  
Executive Office for United States Attorneys

Ronald T. Hosko  
Assistant Director  
Criminal Investigative Division  
Federal Bureau of Investigation

# The Hemp Center Operating Plan

---

## Storage Plan

- Cannabis Flower will be stored in a safe bolted to the floor in the employee work area
  - Edibles and Concentrates will be stored in steal locking cages (bolted to the ground) inside of locking cabinets located in the employee work area.
  - All records will be stored in locking filing cabinets located in the employee work area
- 

## Security Plan

- The entire premises will be under 24hr surveillance, see attached camera locations
  - There are 4 panic buttons on location for any situation that arises
  - The singular parking spot on the north side of the lot will be designated for deliveries
- 

## Lighting Plan

- There are 4 motion activated lights on all sides of the facility
  - There are no cultivation activities in this location
- 

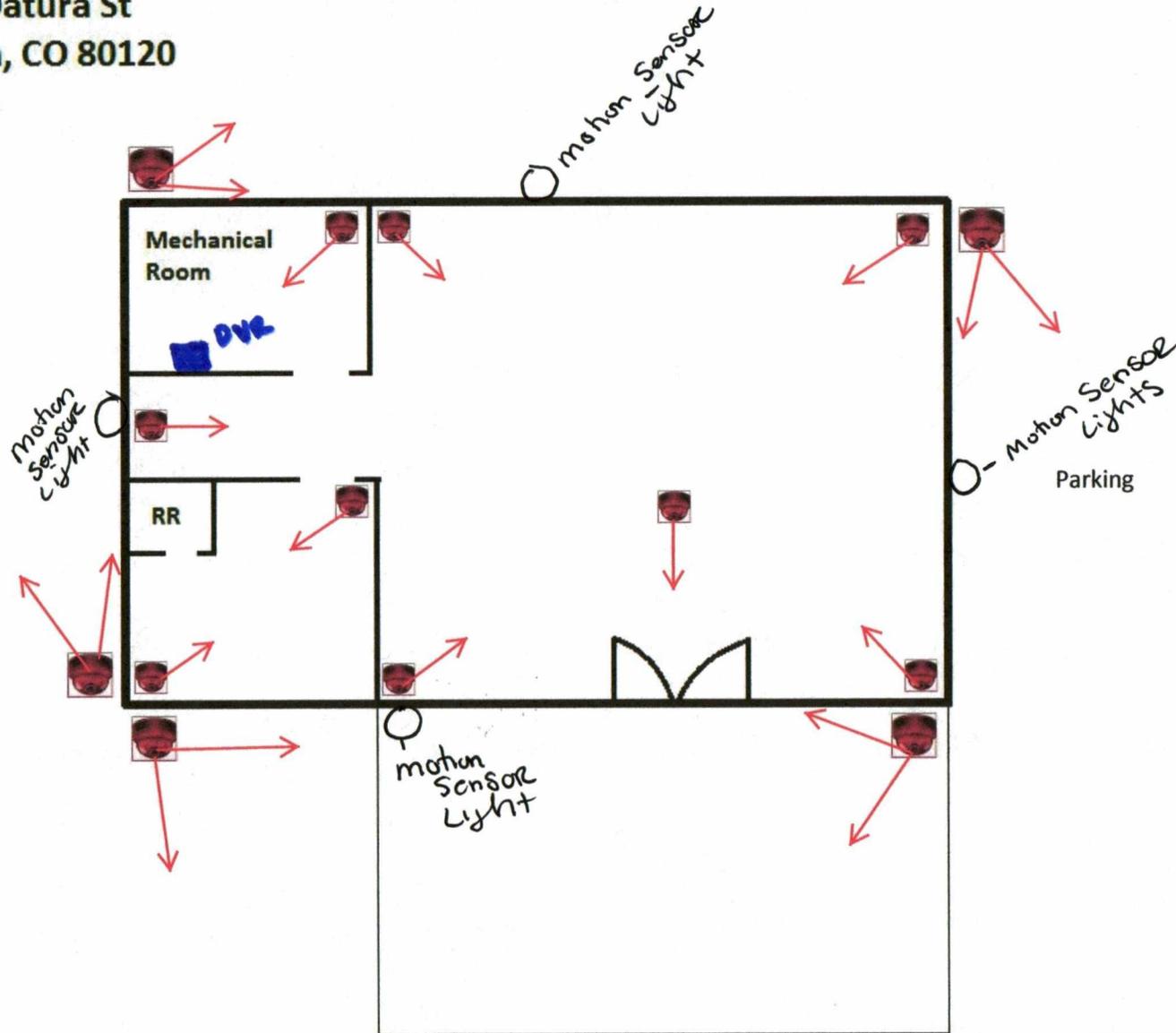
## Odor Control Plan

- Carbon Filters will be used to control odors
- 

## Products and Services

- Cannabis flower, concentrates and edibles
- Smoking accessories
- Hemp, health and body care products
- Consulting

**The Hemp Center**  
**5744 S Datura St**  
**Littleton, CO 80120**

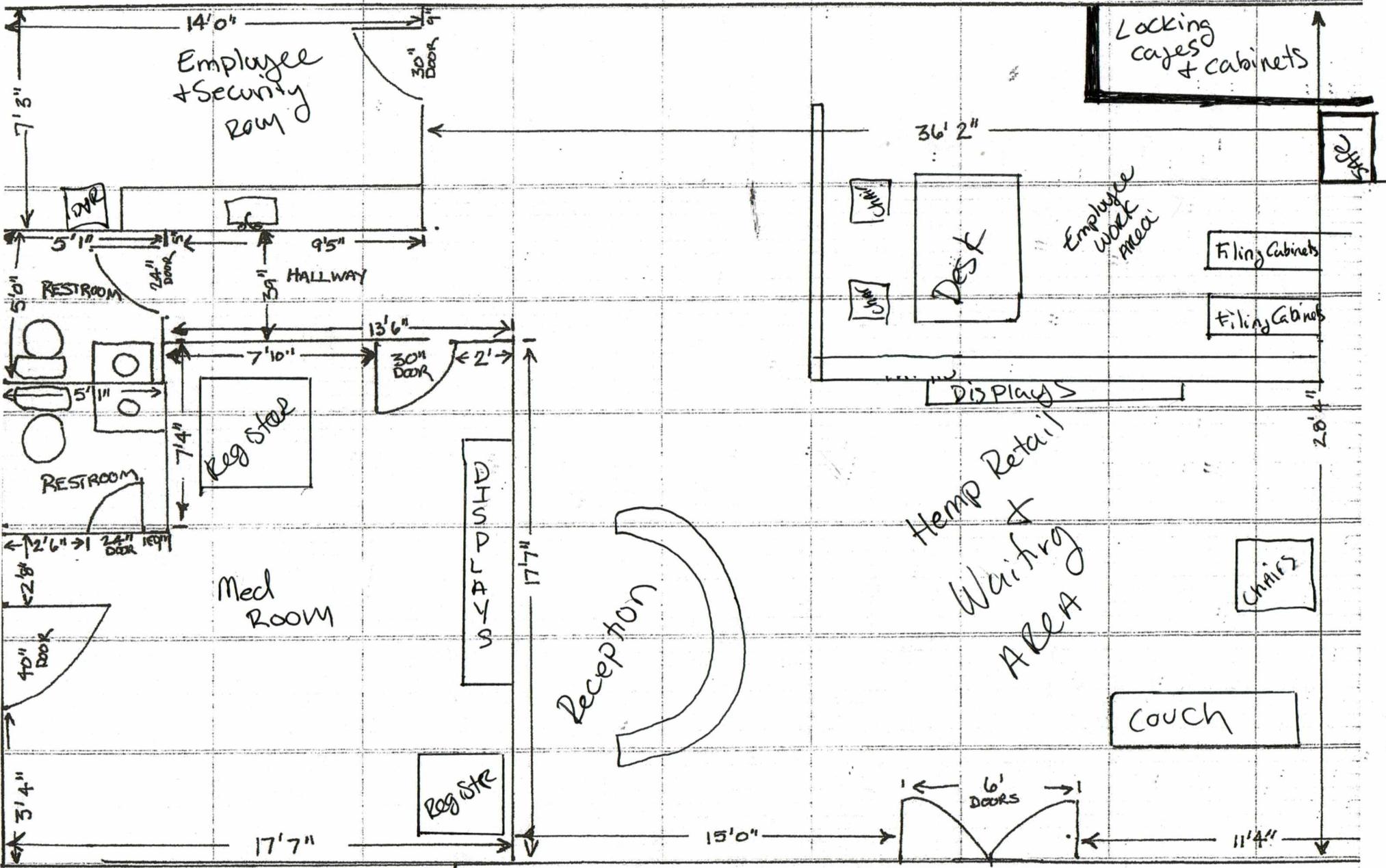
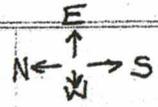


Presented By:



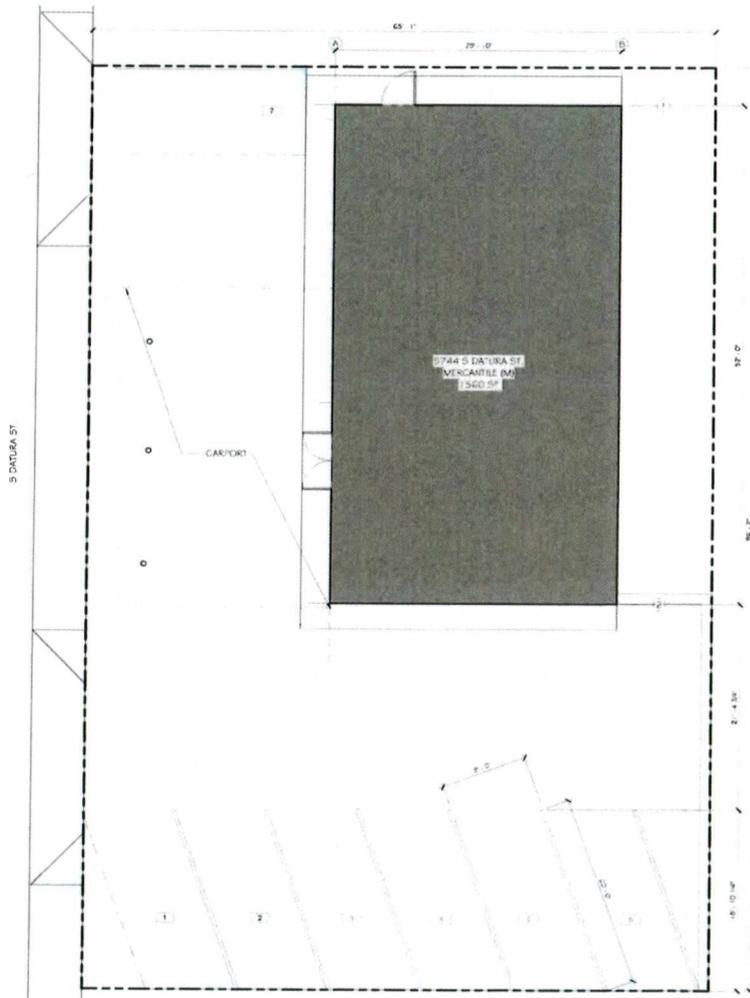
Secure All Solutions  
(303) 663-3524

5744 So DATURA



CARPORT





**SITE MAP**  
SCALE: 3/16" = 1'-0"



| SHEET INDEX  |                  |
|--------------|------------------|
| SHEET NUMBER | SHEET NAME       |
| ARC-RECTURAL | PROJECT DATA     |
| NO. 0        | FIRST FLOOR PLAN |
| STRUCTURAL   | (NOT INCLUDED)   |

**PROJECT DATA**

**PROPERTY OWNER:** MELISSA & JIM VAN DIEST  
**PROPERTY ADDRESS:** 5744 S DATURA ST LITTLETON, CO 80120  
**LEGAL DESCRIPTION:** 75 FT OF W 60 FT OF LOT G BLK. 3 WINDERMERE PARKS & 1/2 VAC ST ADJ  
**PROJECT SUMMARY:** EXISTING SPACE IS 100% EXISTING AND NO NEW CONSTRUCTION ANTICIPATED AT THIS TIME. THESE DOCUMENTS ARE INTENDED TO VERIFY THE EXISTING CONDITIONS AND TO VERIFY THE CODE COMPLIANCE WITH EXISTING CODE NOTES.  
**ATTILABLE CODES:** FOR CITY OF LITTLETON  
 2012 IBC INTERNATIONAL BUILDING CODE  
 2012 IRC RESIDENTIAL BUILDING CODE  
 2012 IECC ENERGY CONSERVATION  
 2012 IFGC FUEL GAS  
 2012 IPC PLUMBING  
 2012 IMC MECHANICAL  
 2014 IFCAFFA (CODE 72) FIRE CODE  
 2014 NEC ELECTRICAL  
**TYPE OF CONSTRUCTION:** TYPE II-B, NON-COMBUSTIBLE

| APPLICABLE ZONING CODE:           | B-2                             |
|-----------------------------------|---------------------------------|
| LITTLETON ZONING CODE             | 5,217 SF                        |
| PROPERTY SIZE                     | 1,560 SF                        |
| TOTAL BUILDING COVERAGE FOOTPRINT | 4,657 SF / 74.9% (20% REQUIRED) |
| OPEN SPACE                        |                                 |
| BUILDING DATA:                    |                                 |
| NO. OF STORIES                    | N/A                             |
| BUILDING HEIGHT                   | N/A                             |
| FRONT SETBACK                     | N/A                             |
| SIDE INTERIOR SETBACK             | N/A                             |
| SIDE STREET SETBACK               | N/A                             |
| REAR SETBACK                      | N/A                             |

| ALLOWED               | EXISTING |
|-----------------------|----------|
| NO. OF STORIES        | 1        |
| BUILDING HEIGHT       | 12.8'    |
| FRONT SETBACK         | N/A      |
| SIDE INTERIOR SETBACK | N/A      |
| SIDE STREET SETBACK   | N/A      |
| REAR SETBACK          | N/A      |

| ALLOWABLE BUILDING HEIGHT, STORIES, AND AREA PER CONSTRUCTION TYPE OF THE MOST RESTRICTIVE TYPE OF OCCUPANCY (CHAP. 5) | ALLOWABLE AREA | AREA  | ALLOWABLE STORIES | STORIES | ALLOWABLE HT. | HEIGHT |
|--|----------------|-------|-------------------|---------|---------------|--------|
| MERCANTILE GROUP (M) STORAGE (S-2)   | 12,500 SF      | 1,650 | 2                 | 1       | 55 FT         | 12.6'  |

| TOTAL OCCUPANCY CALCULATIONS | AREAS | OCCUP. LOAD  | MAX OCCUP. |
|------------------------------|-------|--------------|------------|
| 1) MERCANTILE                | 1,560 | 160 GROSS SF | 26         |

| FIRE PROTECTION SYSTEM (CHAP. 9)       | REQUIRED | EXISTING |
|--|----------|----------|
| NO AUTOMATIC SPRINKLER SYSTEM PROVIDED | 1        | 2        |
| MEANS OF EGRESS FOR 5 OCC. (CHAP. 10)  | 200 FT   | 63 FT    |

| PLUMBING REQUIREMENTS (CHAP. 42)     | PER GENDER, REQUIRED | PROVIDED |
|--------------------------------------|----------------------|----------|
| M OCCUPANCY 26 (13 MALE / 13 FEMALE) | FEMALE: 1            | 1        |
| WATER CLOSET = 1/25 OCCUPANTS        | MALE: 1              | 1        |
| LAVATORY = 1/40 OCCUPANTS            | FEMALE: 1            | 1        |
|                                      | MALE: 1              | 1        |

| PARKING REQUIREMENTS | REQUIRED | PROVIDED |
|----------------------|----------|----------|
| 1 SPACE/200 G/A      | 5        | 5        |
| 7 SPACES             |          |          |



**HEMP CENTER  
CHANGE OF OCCUPANT  
5477 S DATURA ST. LITTLETON, CO 80120**



**REVISIONS:**

| No. | Date | Description |
|-----|------|-------------|
|     |      |             |

SHEET ISSUE DATE: DATE  
 PROJ. NO. 17053  
 © ARCWEST ARCHITECTS  
 SHEET TITLE:  
**PROJECT DATA**

SHEET NUMBER:  
**A0.0**

