

received
7-25-23

OPC



**Archuleta County
Local Licensing Authority**
398 Lewis Street
P.O. Box 1507
Pagosa Springs, CO 81147
(970) 264-8401

APPLICATION FOR MARIJUANA BUSINESS

- NEW LICENSE
- MODIFICATION

- LICENSE RENEWAL

A SEPARATE LICENSE APPLICATION IS REQUIRED FOR EACH LICENSE TYPE

<input type="checkbox"/>	Medical Center License
<input type="checkbox"/>	Medical Center and Cultivation License
<input type="checkbox"/>	Medical Marijuana-Infused Product Manufacturer
<input type="checkbox"/>	

<input type="checkbox"/>	Retail Center License
<input checked="" type="checkbox"/>	Retail Optional Premises Cultivation License
<input type="checkbox"/>	Retail Store and Cultivation License
<input type="checkbox"/>	Retail Marijuana-Infused Product Manufacturer

Applicant is applying as:

Documents to be submitted by type of entity:

<input type="checkbox"/>	Corporation*	<input type="checkbox"/> Certificate of Incorporation
<input type="checkbox"/>	Partnership*	<input type="checkbox"/> Partnership agreement <input type="checkbox"/> Husband and Wife Partnership (no written agreement)
<input checked="" type="checkbox"/>	Limited Liability Company*	<input type="checkbox"/> Articles of Organization <input type="checkbox"/> Operating Agreement
<input type="checkbox"/>	Sole Proprietorship**	
<input type="checkbox"/>	Other:	Attach copy of agreements creating association or relationship between the parties.

*Certificate of Good Standing or Statement of Trade Named filed with the Colorado Secretary of State

**Sole Proprietorship (Individual) requires Verification of Lawful Presence per State Law (Signed Affidavit and Photo ID)

BUSINESS INFORMATION			
Applicant's Legal Business Name/Trade Name (DBA) HGS, LLC DBA HIGH GRADE SPECIALISTS		12 Digit Parcel ID Number	Zone District
Street Address of Business 600 CLOMAN BLVD #3,4,5,6,7,8 PAGOSA SPRINGS, CO 81147		Business Phone Number (970) 731-3202	
Mailing Address PO BOX 2340	City PAGOSA SPRINGS	State CO	Zip 81147
PRIMARY CONTACT PERSON			
Primary Contact Person for Business NATHAN ADAMS	Primary Contact Phone Number (402) 429-2300	Primary Contact Cell Number 	
Primary Contact Email Address NADAMS402@GMAIL.COM			
Primary Contact Address 	City PAGOSA SPRINGS	State CO	Zip 81147
STATE MARIJUANA LICENSE NUMBERS			
Medical Marijuana Center Number: _____			
Retail Marijuana Center Number: _____			
Medical Optional Premises Cultivation Number: <u>403R-00328</u>			
Retail Optional Premises Cultivation Number: _____			
Medical Infused Products Number: _____			
Retail Infused Products			
Number: _____			

Does the Applicant, as listed on Page 1 of this application, have legal possession of the premises for at least 1 year from the date that this license will be issued by virtue of ownership, lease or other arrangement?		Yes X	No
<input type="checkbox"/> Own	<input checked="" type="checkbox"/> Lease	<input type="checkbox"/> Other	
If leased, list the name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease			
Landlord USS Pave Cloman LLC		Tenant HGS, LLC	Expires 2/1/2025
Does the Applicant propose to have food for retail sale at this location?		Yes X	No
If yes, describe the items: CANNABIS INFUSED GUMMIES, CHOCOLATES, AND DRINKS PRODUCED BY LICENSED COLORADO COMPANIES			

For the Retail Marijuana Optional Premises Cultivation facilities, do you perform cold water extractions?	Yes X	No
For the Retail Marijuana Infused Product Manufacturer facilities, what type(s) of extraction do you perform?		
<input type="checkbox"/> Butane <input type="checkbox"/> Propane <input type="checkbox"/> Carbon Dioxide <input type="checkbox"/> Ethanol <input type="checkbox"/> None <input type="checkbox"/> Isopropanol <input type="checkbox"/> Acetone <input type="checkbox"/> Heptane <input type="checkbox"/> Other: _____		

CHANGE TRADE NAME OR CORPORATE NAME/STRUCTURE

<input type="checkbox"/> Change of Trade Name / DBA only (attach the following supporting documents) <ol style="list-style-type: none"> Statement of Trade Name filed with the Secretary of State. 	
<input type="checkbox"/> Corporate Name/Structure Change (attach the following supporting documents) <ol style="list-style-type: none"> Certificate of Amendment filed with the Secretary of State, or Statement of Change filed with the Secretary of State, Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement, <u>and</u> Operating Agreement. 	
Old Trade Name	New Trade Name

MODIFICATION OF PREMISES

Note: Licensees may not modify or add to their licensed premises until approved by State and Local Authority

Describe change proposed:

N/A

Is the proposed change in compliance with local building codes and zoning regulations?	Yes	No
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Attach the following supporting documents:

- A floor plan of the current licensed premises, drawn to scale on 8-1/2 x 14" or 11x17" paper, showing the layout of the dispensary and the principal uses of the floor area including a depiction of where any services other than the dispensing of marijuana are proposed to occur on the licensed premises. The plan must also indicate separation of those areas open to non-patrons, and the location of the steel or solid wood door and any safes as well as any doors or windows.
- Lease that is revised due to the modification.
- Planning/Zone Confirmation Form
- Building Code Confirmation Form
- Fire Code Confirmation Form
- San Juan Basin Health Department Approval

All Applicants for a Retail and/or Medical Marijuana Business Establishment in Archuleta County are responsible for understanding Archuleta County Ordinance Numbers 11-2013 and 13-2015, enabling the operation of certain operations pursuant to and consistent with Article XVII, Section 14 of the Colorado Constitution and all other applicable State laws.

I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, are true, correct and complete.

Applicant Signature 	Applicant Title OWNER	Date 7/12/23
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Received By 	Title Exec Assistant	Date 7/25/23
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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

HGS, LLC

is a

Limited Liability Company

formed or registered on 08/09/2020 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 20201690001 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/21/2023 that have been posted, and by documents delivered to this office electronically through 07/26/2023 @ 11:53:28 .

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 07/26/2023 @ 11:53:28 in accordance with applicable law. This certificate is assigned Confirmation Number 15179376 .

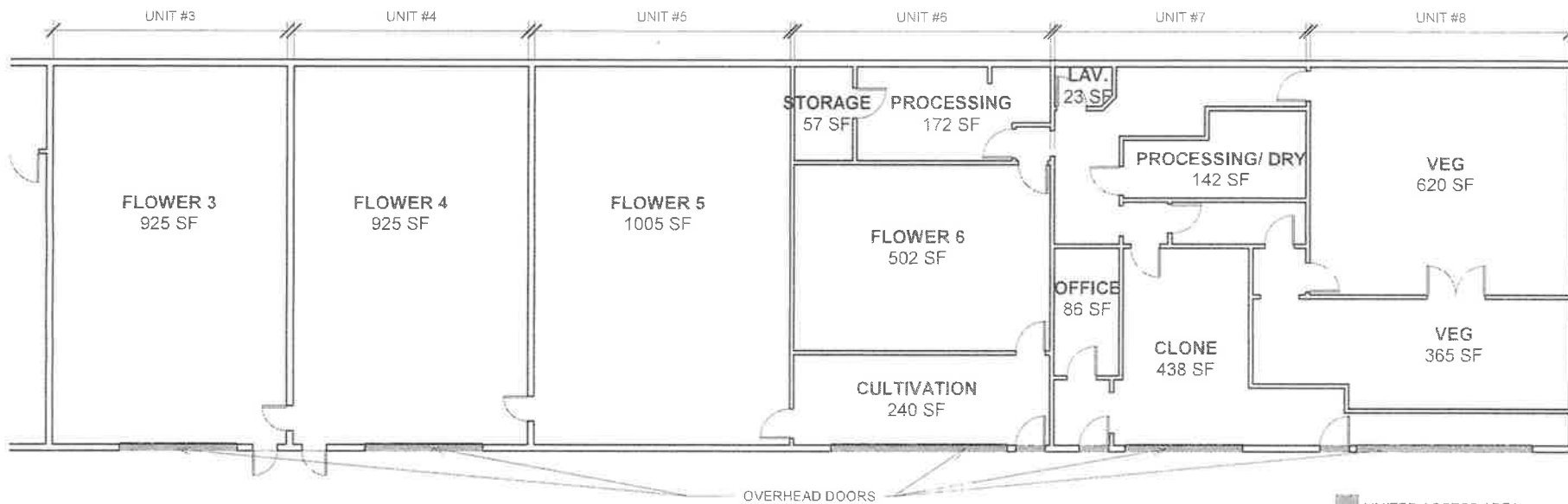


A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

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



① MAIN LEVEL PLAN - NORTH
3/32" = 1'-0"

■ LIMITED ACCESS AREA
*NOTE UNITS #3 - #8 ALL LAA

600 CLOMAN BLVD.
UNITS #3, #4, #5, #6, #7 & #8
PAGOSA SPRINGS, CO 81147

A-2.1

HGS, LLC
MAIN LEVEL PLAN UNITS #3 - #8
LICENSE #403R-00328



LANE MARIE DESIGN, LLC
lane@lanemariadesign.com
(970) 987-3705

LEASE AGREEMENT

THIS LEASE Dated July 24th 2022 is between USS PAVE CLOMAN LLC , The landlord, and HGS LLC, The tenant. The Landlord , for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the tenant, does hereby lease to the tenant, the premises situated in Archuleta County of the state of Colorado, Described as follows:

600 Cloman Blvd Units #1, #2, #3, #4, #5, #6, #7, #8 Pagosa Springs , Co, 81147

Said premises with the appurtenances, are to be leased to the tenant from **February 1, 2023** until **February 1st 2025** Payable in monthly installments of [REDACTED] er month. Said rent is to be paid on or before the 10th day of each and every month during the term of this lease. The Tenant further covenants with the Landlord that Tenant has received said premises in good order and condition and at the expiration of the term of this lease will yield up said premises to the landlord in as good order and condition as when the same were entered upon by the Tenant, Loss by fire, inevitable accident and ordinary wear expected, and will keep said premises in good repair during said term at tenants own expense.

IT IS FURTHER AGREED by the Tenant that no part of the premises will be sublet, nor will this lease be assigned without the written consent of the landlord being first obtained. Tenant will not use or permit the premises to be used for any purposes prohibited by the laws of the United States or of the state of Colorado or in the ordinances of the county of town in which the premises is located.

IT IS MUTALLY AGREED that if, after the expiration of this lease, the Tenant shall remain in possession of said premises and continue to pay rent with a written agreement as to such possession, then that Tenant shall be regarded as a tenant from month to month at a monthly rental payable in advance equivalent to the last month's rent hereunder, and subject to, to all terms and provision of this lease.

IT IS FURTHER MUTUALLY AGREED that in case said premises are left vacant and any part of the rent herein reserved be unpaid, the Landlord may, without in wise being obligated to do so and without terminating this lease, re-take possession of said premises and rent the same for such rent and upon conditions as the landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changed and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

IT IS AGREED that if the tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the tenant which default be uncorrected for a period of three (3) days after Landlord has given written notice pursuant to applicable law, Landlord may, at Landlords option, undertake any of the following remedies without limitation: (a) declare the term of the

lease ended; (b) terminate the Tenants right to possessions of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statue; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlords lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all available remedies in law or equity. In the event possession is terminated by a 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 Landlords duty to mitigate such damages. Pursuant to applicable law (13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S) which is incorporated by this reference, in the event repeated or substantial defaults) under the lease occur, the Landlord may terminate the tenant's possession upon written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have the available any and all of the above-listed remedies.

This lease shall be subordinate to all existing and future security interest on the premises. All notices shall be in writing and be personally delivered or sent by first class mail unless otherwise provided by law, to the respective parties at the Address immediately below their signature. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall be binding on the parties, their personal representatives, successors and assigns. The singular shall be deemed to include the plural.

ADDITIONAL PROVISIONS:

If any regulation should change making this operation illegal, tenant has option to Void lease.

Not to ever be considered real property will be the tenants installed security system equipment and DVR, grow lights, motions detectors, and any other security related equipment tenant might install.

Tenant shall be responsible for all snow removal.

Landlord.

USS PAVE CLOMAN LLC
Teddy Mohlman , Manager



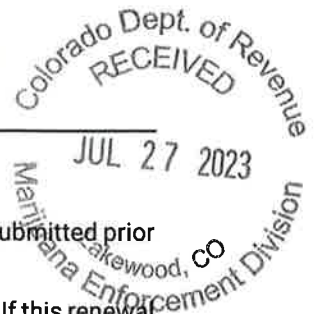
Tenant
HGS, LLC
Nathan Adams



7/24/22

Renewal Application Information

LOCAL AUTHORITY COPY



Renewal Application Instructions and Checklist

Answer every question. If a question doesn't apply, indicate with an N/A. All renewals should be submitted prior to expiration.

The disclosure requirements and the main application must be completed in full by all applicants. If this renewal includes a PTC, QPF, QII, or Mobile Hospitality, the appropriate addendum must also be completed.

NOTE: There is no longer a grace period for the renewal of RMB licenses. If your license expires, you will need to cease operations and reapply for a new RMB license and pay all required fees.

See fee table on website: www.colorado.gov/revenue/med

All Forms Signed & Attached

Each of the following forms must be completed and signed by a CBO of the RMB and included with the application:

- Affirmation & Consent
- Tax Check Authorization
- Investigation Authorization/Authorization to Release Information
- Applicant's Request to Release Information
- Affirmation of Reasonable Care
- Upon request by the Division, an Applicant must provide additional information or documents required to process and investigate the application, within seven (7) days of the request. Please note: This deadline may be extended for a period of time commensurate with the scope of the request.

Please go [here](#) for the affidavits and release packet each owner will need to fill out and sign (only use this if more than one owner.)

Business Information

Applicant's Legal Business Name : HGS LLC

License Number : 403R-00328

License Type : Retail Marijuana Cultivation Facility

License Expiration Date : 08/21/2023

Choose the type of grow if renewing a cultivation.

Indoor, Outdoor or Mixed : Indoor

If renewing a hospitality business, choose additional type below, (if applicable).

Mobile, etc. :

List all Registered Trade names here. If you do not have a trade name, please put N/A.

Trade Name(s) (DBA) : High Grade Specialists

Federal Taxpayer ID (FEIN) : 852452058

Colorado Sales Tax License # : 94592820-0001

Name of Registered Agent : Colorado Registered Agent

Ownership Type : LLC

Physical Address

Street Address of Marijuana Business : 600 Cloman Boulevard Units 5, 6, 7, & 8

City : Pagosa Springs

County : Archuleta

State : Colorado - CO

ZIP : 81147

Country : United States

Phone Number : 9707313202

Business Email : highgradespecialists@gmail.com

Mailing Address

Mailing Address (include suite or apt. #) : P.O.Box 2340

City : Pagosa Springs

County : Archuleta

State : Colorado - CO

Zip : 81147

Country : United States

Primary Contact Person

Primary Contact Person for Business (Full name) : Nathan Adams

Phone Number :

Email :

Questions

Is the licensee (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) under the age of twenty-one years?

Yes/No : No

Has the applicant or any business entity owned by the applicant, ever owned or applied for a Marijuana license in this or any other jurisdiction, foreign or domestic?

Yes/No : No

Do you have legal possession of the licensed premises?

Yes/No : Yes

In the past year, has the licensee (including all parent or subsidiary companies, if any) had a tax lien filed against it, or become delinquent in the payment or fling of any judgments, taxes, interest or penalties owed to the State of Colorado.

Yes/No : No

In the past year, has the licensee (including all parent or subsidiary companies, if any), been indicted, served with a criminal summons, charged with or convicted of ANY crime or offense in any manner? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty.

Yes/No : No

Within the last 12 months, has there been a change in ownership or ownership allocation, a transfer of stock, a change in the incorporation or in the corporate by-laws, or any other change affecting ownership or organizational structure of the licensee or its subsidiaries/affiliates?

Yes/No : No

Ownership Structure

List Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, managers and any other individual that Controls the RMB.

Corporate Owners:

Is the Owner a Natural Person? : Yes

If the owner is a Person, enter the name below.

First Name : Nathan

Middle Name : John

Last Name : Adams

Business Associated With : HGS, LLC

Ownership Percentage in Controlling Entity/Parent Company :

Ownership Percentage in Applicant : 8.3333

Is the Owner a Natural Person? : Yes

If the owner is a Person, enter the name below.

First Name : Dillon

Middle Name : Thomas

Last Name : Christlieb

Business Associated With : HGS, LLC

Ownership Percentage in Controlling Entity/Parent Company :

Ownership Percentage in Applicant : 8.3333

Is the Owner a Natural Person? : Yes

If the owner is a Person, enter the name below.

First Name : Carter

Middle Name : Lorenz

Last Name : Isberg

Business Associated With : HGS, LLC

Ownership Percentage in Controlling Entity/Parent Company :

Ownership Percentage in Applicant : 13.9583

Is the Owner a Natural Person? : Yes

If the owner is a Person, enter the name below.

First Name : Vicente

Middle Name :

Last Name : Cajiga Villar

Business Associated With : Tegridy Farms LLC

Ownership Percentage in Controlling Entity/Parent Company : 30.00

Ownership Percentage in Applicant :

Is the Owner a Natural Person? : Yes

If the owner is a Person, enter the name below.

First Name : Teddy

Middle Name : Robert

Last Name : Mohlman Palomo

Business Associated With : USS Pagosa LLC

Ownership Percentage in Controlling Entity/Parent Company : 64.444

Ownership Percentage in Applicant :

Is the Owner a Natural Person? : No

If the owner is an Entity, enter the Legal Name and FEIN below.

Legal Name of Owner Entity : USS Pagosa LLC

Owner Entity FEIN : 85-2421502

Business Associated With : HGS, LLC

Ownership Percentage in Controlling Entity/Parent Company :

Ownership Percentage in Applicant : 25.3125

Is the Owner a Natural Person? : No

If the owner is an Entity, enter the Legal Name and FEIN below.

Legal Name of Owner Entity : Tegridy Farms LLC

Owner Entity FEIN : 85-2696760

Business Associated With : HGS, LLC

Ownership Percentage in Controlling Entity/Parent Company :

Ownership Percentage in Applicant : 39.375

Upload affirmation and release packet(s) here for at least one Controlling Beneficial Owner, affirmationpacket:

2023 signed Affirmation and Release Packet for ML1_0.pdf

Are there any outstanding options, warrants or contracts, that may be exercised into an Owner's Interest in the RMB within the next 60 days that would constitute a CBO?

Yes/No : No

Are there any other Persons, other than those listed in the Ownership Structure, that can control the RMB?

Yes/No : No

Are any owners renewing their Owners Licenses with this application?

Yes/No : Yes

 Reminder!

Each owner must submit an Owner Renewal Application.

Has the applicant exercised reasonable care to confirm that its CBO's, PBO's (that are Non-Objecting PBO's), Qualified Institutional Investors and Indirect Financial Interest Holders are NOT Person(s) prohibited under Section C.R.S. 44-10-307? (Publicly Traded Companies excluded)

Yes/No : Yes

Have any CBO's been removed or moved to PBO ownership status since the prior application?

Yes/No : No

List all Indirect Financial Interest Holders (if applicable).

Interest Holder:

Local Licensing Authority

Local Licensing Authority : Archuleta County

Local Licensing Authority Contact Name (if known) : Mary Helminski

Contact Phone Number (if known) : (970) 264-8308

Contact Email (if known) : mHelminski@archuletacounty.org

Current License Status with Local Authority

Status : Application submitted 7/25/23, Pending Approval

Local License Expiration

Date of Expiration : 08/18/2023