FIRST AMENDED GOOD NEIGHBOR AGREEMENT1 RE COLORADO IVORY CANNABIS COMPANY, 2LLC3, dba IVORY MEDICAL DISPENSARY4, CONCERNING AN APPLICATION FOR A RETAIL MARIJUANA STORE LICENSE5 LOCATED AT 1100 N. TREMONT STREET, DENVER, COLORADO6

THIS FIRST AMENDED AGREEMENT7 is entered into by and between the Meridian Neighborhood Association (MNA)8 a registered neighborhood association in the City and County of Denver, to be known as Registered Neighborhood Organization (RNO)9, and Colorado Ivory Cannabis Company, LLC, dba Ivory Medical Dispensary, located at 1100 N. Tremont Street, Denver, Colorado 8020910, hereinafter referred to as the “Applicant.” Applicant and the RNO are collectively referred to herein as the “Parties.” This First Amended Good Neighbor Agreement is intended to be substituted for the Good Neighbor Agreement identified as Applicant’s Exhibit A-2 at the hearing conducted by the Excise and Licenses Department on February 20, 2017, as well as incorporate newly revised Paragraph 3, and identify the First Amended Good Neighbor Agreement as Applicant’s Exhibit A-3.12

RECITALS

A. RNO is a registered neighborhood organization in Denver, Colorado, whose neighborhood boundaries include the premises at 1100 N. Tremont Street, Denver, Colorado.13 The RNO has been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 1100 N. Tremont Street and the Parties want to continue to protect and improve the safety, health, welfare, morals and quality of life in the neighborhood.

---

1 If Agreement is not an amended agreement the caption would be Good Neighbor Agreement.
2 Legal name of entity (must match name on file with Colorado Secretary of State).
3 How it is organized to do business in Colorado, i.e., corporation, limited liability, partnership or other.
4 Trade name (business name commonly referred to, i.e., dba – doing business as).
5 Type of license applied for: Retail Marijuana Store (are the premises to be licensed within 1,000 feet of any school, pre-school, child care establishment, retail marijuana store, medical marijuana center, alcohol or drug treatment facilities?); Retail Marijuana Cultivation Facility (are the premises to be licensed within 1,000 feet of any school or residential zone district? Is cold water extraction performed?); Retail Marijuana Infused Products Manufacturer (type(s) of extraction performed, i.e., butane, isopropanol, propane, acetone, carbon dioxide, heptanes, ethanol, other, or none) or Retail Marijuana Testing Facility.
6 Location, including suite or office number.
7 Agreement, first Amended Agreement or number of amended Agreement (second, third, etc.)
8 Name of Registered Neighborhood Organization.
9 Reference to RNO throughout Agreement.
10 Location of Applicant.
11 Parties refers to both the RNO and the Applicant.
12 Identify the Exhibit Number referred to in the Excise and License files and how it was identified at E&L hearing.
13 Applicant’s business is within RNO’s boundaries.
B. The Applicant has applied for a co-terminus retail marijuana license, which application indicates there will be no physical separation/dividing wall between the medical and retail operations, with the City and County of Denver Department of Excise and Licenses for the premises located at 1100 N. Tremont Street, Denver, Colorado. The Applicant currently has a Medical Marijuana License for the premises at 1100 N. Tremont Street, and has been licensed by the State of Colorado and the City and County of Denver since February 5, 2010, as a Medical Marijuana establishment in good standing. Applicant is scheduled to have a hearing on said application on February 20, 2017 at 9:00 A.M. (the “Hearing”) before the Denver Department of Excise and Licenses in Department 206 of the Wellington Webb Building.

C. Applicant wants RNO to refrain from opposing its pending application for the license.

NOW THEREFORE, in consideration of the mutual agreements herein, the Parties agree as follows:

1. Applicant agrees that it will open its retail marijuana store no earlier than 8:00 A.M. and close no later than 10:00 P.M. Monday through Sunday. Applicant agrees to no change, not required by law, to its operating hours unless agreed to by RNO.

2. Applicant agrees to furnish RNO with a copy of the lease (or deed) between Applicant and (the owner of the property) which reflect the written consent from the owner of the property for the operation of the retail marijuana operations.

3. Before a transfer of this License, Ivory Medical Dispensary shall provide notice to the proposed transferee of the existence of the First Amended Good Neighbor Agreement with the Meridian Neighborhood Association, including the agreement with Ivory Medical Dispensary that the Association meet and the transferee adopt the GNA in full. Absent such adoption by the transferee, it is agreed that RNO may request a hearing before Excise and Licenses.

4. Applicant agrees to furnish RNO with a copy of the floor plan stamped by the Zoning Department, showing the layout of the establishment and the principal uses of the floor area, including where its operations and services are to occur on the licensed premises.

---

14 Co-terminus (Retail & Medical (shared areas), or Co-located (Retail & Medical (separate entrances) or Conversion (Retail Only)).
15 Request the applicant to provide this information (it should correspond with Colorado Secretary of State documents).
16 The date and time of the hearing will be shown on the letter from E&L transmitting the application.
17 Hours of operation.
18 Lease if space is rented; deed if applicant owns the property.
19 The floor plan will be provided to RNOs with the application letter. If you do not receive the floor plan, you should request a copy of the floor plan from E&L. You should not be required to pay for a copy. Copies of documents which are not provided with the application letter are .25 cents for each page. If you are seeking copies of documents from another file in preparation for a hearing, you should request copies pursuant to the Open Records Act.
5. Applicant agrees to furnish to RNO a description of the products and services which are to be provided and agrees to advise RNO, in writing, if it intends to change, add or modify any the products and/or services provided subsequent to the execution of this Agreement.

6. Applicant agrees that at all times it is licensed to do business as a retail marijuana store it will maintain in full force and effect a security plan relating to monitoring and securing the licensed premises as the maintenance of a security plan affects the safety and welfare of the surrounding neighborhood.

7. Applicant agrees to provide RNO with the name and telephone number of the manager and owner of the retail marijuana store and to advise RNO of any changes in the names or telephone number so that contact may be made by the RNO.

8. Applicant agrees that it will not dispose of any of its products, including but not limited to edibles or equipment, in bins which are accessible to passersby or which can be accessed by adults or children. Any products which are not usable or which cannot be sold will be disposed of in locked containers and properly disposed of by the owners, operators, managers or employees of the marijuana store.

9. Applicant agrees to keep any and all doors leading to the rear of the property closed at all times and that no customers will be admitted to the store through any doors which are not visible from the front of the building.

10. Applicant agrees to provide RNO fifteen business days notice prior to filing any application for modification(s), alterations, expansions or changes to the licensed area. The notice will include diagram(s) of any proposed modification, alteration or changes to the licensed area.

11. Applicant agrees that it will remove any graffiti on the exterior of the premises within 24 hours of notice or discovery.

12. Applicant agrees that it will not place any sign, leaflets, posters or flier on vehicles parked in its parking lot, if any, or vehicles parked on the street in the area adjacent to the applicant’s establishment and where the applicant is doing business. Applicant agrees that it will not hand out any signs, leaflets or fliers to passersby and will promptly remove any signs, leaflets, posters or fliers distributed by individuals or businesses who may believe they have the right to do so as such conduct is specifically prohibited by Denver ordinances.

13. RNO agree to promptly report any noise, disturbance or problems encountered by residents or businesses in the surrounding designated area to Applicant or manager and, when appropriate, to owner of the property. Applicant agrees to meet with RNO to resolve issues that may arise as a result of the report.

14. Applicant acknowledges that its Premises are adjacent and surrounded by residential apartments, condominium buildings, commercial businesses and establishments. In recognition
of its business in such an area, Applicant agrees to post in a location visible to passersby three (3) signs outside the premises that read:

"THESE PREMISES ARE FOR CUSTOMERS ONLY. PLEASE BE RESPECTFUL OF SURROUNDING BUSINESSES AND RESIDENTIAL PROPERTIES AND PROMPTLY LEAVE THE PREMISES AND SURROUNDING PROPERTY ONCE YOUR BUSINESS INSIDE IS CONCLUDED."

NO TRESPASSING, PURSUANT TO D.R.M.C. SECTION 38-115

PURSUANT TO STATE AND LOCAL LAW, THE CONSUMPTION OF MARIJUANA ON PREMISES OR IN PUBLIC IS PROHIBITED."

All signs must be at least 12 inches by 16 inches in size with lettering that is at least one inch in height. All signage must fully comply with city ordinances and regulations.20

15. Applicant shall verbally advise customers and provide written information about marijuana consumption on hotel/motel properties, including information that marijuana consumption is prohibited in “No Smoking” rooms and on any properties that prohibit the consumption of marijuana. All signs must be at least 12 inches by 16 inches in size with letters that are at least one in height.21

16. Applicant will maintain its premises in a clean and orderly manner and will regularly monitor the grounds to remove unwanted trespassers and to clean up any litter, including glass, located on the grounds and adjacent areas.

17. Applicant shall notify law enforcement when Applicant suspects that criminal or public nuisance acts are occurring on the premises. Persons committing these acts shall be removed and barred from the premises.

18. If Applicant receives any state or local disciplinary actions resulting from its operation of the premises, Applicant will promptly notify the RNO and the appropriate Denver City Council person(s) prior to the annual renewal of the license.

19. Applicant agrees to submit a Community Engagement Plan to the Denver Excise and Licenses Department, with a copy to RNO, which include each and every requirement included in the template developed by Excise and Licenses that is intended to create positive impacts in the surrounding neighborhoods.22

---

20 Some marijuana establishments were licensed prior to the construction of residential properties. The establishment would be eligible for grandfathering provisions.

21 It is recommended that this provision be included in the Agreement if the establishment is near or in proximity to a hotel, motel or bed and breakfast.

22 Community Engagement Plans are required by Denver ordinance. These plans are not to be confused with Good Neighbor Agreements. Good Neighbor Agreements are binding and the provision of such an Agreement should not be included in a Community Engagement Plan. Please note that while a Good Neighbor Agreement is binding it is not enforced the City of Denver. The remedy is to file an action in Denver District Court. Therefore, a provision relating to mediation may be preferable. Restrictions on the face of the license may be enforced by the
20. Should any party believe that any other party is in default or violation of this Agreement, any party not in breach shall notify the other(s) in writing of the alleged event constituting breach of this Agreement. Upon receipt of such notice, the receiving party(ies) shall have fifteen (15) business days within which to effect a cure of the alleged breach, or such longer time as may be reasonably required in the circumstances, not to exceed in any event (30) days, provided that the party(ies) having received notice of an alleged breach has made reasonable, continuous efforts to cure such alleged breach. If a cure does not occur, such issues shall be referred to mediation through the City of Denver.

21. Applicant agrees that it will abide by all laws and regulations pertaining to the sale of marijuana on the Premises and agrees to abide by all laws and regulations adopted by the City and County of Denver, Excise and Licenses and Zoning Departments relating to retail marijuana licenses for the premises located at 1100 N. Tremont Street, Denver, Colorado.

17. RNO agrees not to oppose Applicant’s application for a retail marijuana store at 1100 N. Tremont Street.

23. Miscellaneous
   a. This Agreement is the entire agreement between the parties. This Agreement may be executed in separate counterparts (or upon separate signature pages bound together into one of more counterparts), each of which, when so executed and delivered, shall be an original but all such counterparts shall together, constitute one and the same instrument. Facsimile or electronic signature pages shall be treated as originals for all purposes.

   b. No provision of this Agreement may be released, discharged, abandoned, supplemented, amended, changed, or modified in any manner, orally or otherwise, without the written consent of the Parties. Side Agreements may be entered into by the Parties provided the Applicant has demonstrated a reliable and on-going relationship with the RNO, as well as its adjacent and surrounding neighbors, Nor shall any waiver of any of the provisions be valid or enforceable unless in writing and signed by a duly authorized officer or representatives of each of the Parties.

24. Conditions to be placed on the face of the license:
   a. Both the Applicant and the RNO request that the Excise and Licenses Department include on the face of the License, paragraphs 1, 3, 12, 14, 15 and 18 above; that the application for a retail marijuana store be conditioned on the terms of this Agreement and this Agreement be added to the Applicant’s file.

---

Department of Excise and Licenses and when appropriate by the City Attorney.

23 Identify which conditions in this paragraph which should be included on the face of the license. The conditions/restrictions shown herein are examples. Note, with the exception of paragraph 13 and 20, paragraphs 1-12 and 14-21 are restrictions for consideration on the face of the license. The RNO may have other restrictions which are preferable.
25. Each person signing below represents that he/she has the authority to execute and deliver this Agreement.

EXECUTED AND EFFECTIVE ON THE LATEST DATE SET FORTH BELOW.

Colorado Cannabis Company, LLC
dba Pure Medical Dispensary

Signed: ____________________________________  Date: _______________________
             President

Meridian Neighborhood Association (MNA)
A Denver Registered Neighborhood Association

Signed: ____________________________________  Date: _______________________
             President