

Exhibit D

(Entity Documents – Limited Liability Company)

1. Articles of Organization for MMK Limited (not submitted)
2. Operating Agreement for MMK Limited

OPERATING AGREEMENT
OF
MMK Limited
A Colorado Limited Liability Company

This OPERATING AGREEMENT OF MMK LIMITED, ("MMK") a Colorado limited liability company (the "Agreement") is made and entered into effective as of May 6, 2014 by and among the members of MMK, for themselves, their respective successors, and assigns (sometimes referred to herein individually as a "Member" or jointly as the "Members") for the purpose of ensuring all Members agree and understand all rights, duties and obligations, pursuant to the Colorado Limited Liability Act C.R.S. §7-80 101 et seq.(the "Colorado Act") on all the terms and conditions set forth herein.

ARTICLE I
NAMES, ADDRESSES, AND
DEFINITIONS

1.1 Name. This member managed limited liability company shall be known as and shall operate under the name of MMK Limited, a Colorado limited liability company (hereinafter the "Company").

1.2 Principal Place of Business. The principal place of business of the Company shall be 10863 US HWY 34, Grand Lake, CO 80447, or such other locations, inside or outside the State of Colorado, as are necessary or desirable for the conduct of the Company's business as designated by the Members. In addition the initial record keeping office of the Company shall be located at the above address.

1.3 Registered Office and Registered Agent. The Company's registered office shall be at the office of its registered agent at 10863 US HWY 35, Grand Lake, CO 80447 and the name of its initial registered agent at such address shall be Kevin Speier. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Colorado Secretary of State pursuant to the Colorado Act. *

1.4 Addresses of the Members. The names and addresses of the Initial Members are set forth below:

Kevin Speier
[PO Box 773325, Steamboat Springs, CO 80477]

Matthew Brien
[PO Box 882325, Steamboat Springs, CO 80488]

A Member may change such address by written notice as provided herein to the Company.

1.5 Term. Except as provided herein, the Company shall continue from the date of the filing of the Articles of Organization with the Secretary of State of the State of Colorado

Members to dissolve the Company, (ii) the dissolution of the Company in accordance with either the provisions of this Operating Agreement or the Colorado Act, or (iii) the expiration of the duration, if any, set forth in the Articles of Organization for the Company.

1.6 Definitions. The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

a. "Articles of Organization" shall mean the Articles of Organization of MMK Limited, as filed with the Secretary of State of Colorado as the same may be amended from time to time.

b. "Capital Account" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article IV. "Deficit Capital Account" as of any given date shall mean the Capital Contributions necessary to bring a Member's Capital Account to zero.

c. "Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by a Member whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement. "Capital Contributions" shall mean and refer the Capital Contribution of the Member.

d. "Capital Interest" shall mean the proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances as may be adjusted from time to time.

e. "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

f. "Colorado Act" shall mean the Colorado Limited Liability Company Act at C.R.S. 7-80-101, et seq., as amended from time to time.

g. "Company" shall refer to MMK Limited, a Colorado limited liability company.

h. "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, or association or any foreign trust or foreign business organization, or any other entity through which business may be lawfully conducted.

i. "Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

j. "Gross Revenue" shall refer to all monies received by MMK Limited.

k. "Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members.

l. "Membership interest" shall mean a Member's entire interest in the Company and such other rights and privileges the Member may enjoy by virtue of being a Member.

m. "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions, and credits of the Company in the aggregate or separately stated, as appropriate, determined at the close of each Fiscal Year on the Company's information tax return filed for federal income tax purposes.

n. "Operating Agreement" and this "Agreement" shall mean this Operating Agreement of the MMK Limited, as originally executed and as amended from time to time.

o. "Person" shall mean any individual or Entity and the heirs, executors, administrators, legal representatives, successors, and assigns of the "Person" where the context so permits.

p. "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period, which shall be maintained in amounts deemed sufficient by a vote by the Members, determined by the majority interest member vote or by a tie-breaker decision as put forth in Section 13.11, if so required. . This amount is to be allocated for working capital and for the payment of taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business. The amount of Reserves necessary shall be determined by the Members, determined by the majority interest member vote or by a tie-breaker decision as put forth in Section 13.11, if so required, and all monies allocated to the Reserves are to be considered a portion of each Member's operating expenses and shall be put forth pursuant to Section 4.5.

q. "Selling Party" shall mean any Member who sells, assigns, pledges, hypothecates, or otherwise transfers all or any portion of its Membership Interest. Selling Party shall also have the meaning set forth in Article VIII and IX of this Operating Agreement.

r. "Treasury Regulations" and "Regulations" shall include proposed, temporary, and final regulations promulgated under the Code In effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE II PURPOSE OF THE COMPANY

2.1 Purpose. The Company is organized for the purpose of funding, operating, and obtaining licensing for the cultivation of medical and recreational marijuana, pursuant to C.R.S. §12-43.3-101, *et seq.*; C.R.S. §12-43.4-101, *et seq.*; and Colorado Department of Revenue, Marijuana Enforcement Division ("MED") regulations, and for conducting any lawful business or activity, which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets and to engage in all activities necessary, customary, convenient, or incident to the foregoing which may be legally exercised by limited

2.2 Operating Powers. The Company shall have and exercise all powers necessary or appropriate to do any and all other things necessary or desirable in the opinion of all Members to implement the purposes of the Company as would a natural person, subject to the limitations set forth in this Agreement or the Colorado Act.

ARTICLE III CAPITAL CONTRIBUTIONS

3.1 Additional Capital Contributions. The Members anticipate that, in addition to the Initial Capital Contributions made by the Members, the Company may require Additional Capital Contributions, in amounts to be determined by the Section 4.1. Each Member, by executing this Operating Agreement, acknowledges both its obligation to contribute its pro rata share of the required funds and its ability to make such Additional Capital Contributions. Provided that Additional Capital Contributions are required and approved pursuant to this Section 3.1, no Member may contest or challenge such requirement and approval.

(a) In the event that a Member fails to make its Additional Capital Contribution as required in this section 3.1(a), dilution of the defaulting Member's membership interest shall begin within five (5) days of said call for Additional Capital Contributions, and the defaulting Member's Membership interest shall be decreased accordingly. Each \$1,000.00 shall represent one percentage value of dilution in favor of the non-defaulting Member(s).

3.2 No Interest on Capital Contributions. No Member shall be entitled to receive interest on its Capital Contributions to the Company.

3.3 Return of Capital Contributions. Except as provided herein, none of the Members shall be entitled to the return of any monies or other property contributed to the capital of the Company until the full and complete winding up and liquidation of the business and affairs of the Company, and then only as provided herein. None of the Members shall have priority over the other Members as to the return of any Capital Contributions to the Company or to distributions from the Company except as otherwise agreed to by a vote by the Members, determined by the majority interest member vote or by a tie-breaker decision as put forth in Section 13.11, if so required.

(a) Members initial capital contributions, before or by July 1, 2014, shall be repaid to all Members. Each Member shall account for any all expenditures associated with the business by receipt. No vote shall be required for any Company expenditure put forth and provided by each Member, but each Member agrees and understands that if personal funds are utilized for purposes related to the business, said Member shall be required to provide any receipt if reimbursement is expected. After July 1, 2014, any and all business expenditures of \$500.00 shall require a majority vote or by a tie-breaker decision as put forth in Section 13.11, if so required.

(b) Further, until all Members receive full repayment of each Member's initial capital contribution, each Member shall receive a salary no less than \$2500.00/per month, post MED licensing.

3.4 Borrowings. In order to satisfy its financial needs, the Company, determined by

and may pledge Company property (as legally permissible) or the production of or other income there from to secure and provide for the repayment of such loans. The Company may also borrow funds from a Member on an unsecured basis upon the vote by the Members, determined by the majority interest member vote or by a tie-breaker decision as put forth in Section 13.11, if so required.

3.5 Voluntary Additional Capital Contributions. Nothing in this Section shall prohibit voluntary additional Capital Contributions of cash or property to the Company by a Member; provided, however, that such Additional Capital Contribution, unless made pursuant to Section 3.1, must be agreed to by a vote by the Members, determined by the majority interest member vote or by a tie-breaker decision as put forth in Section 13.11, if so required. The Membership Interest of a Member may not be decreased as a result of a voluntary additional Capital Contribution unless the owner of the impacted Membership Interest agrees in writing to such decrease or the reduction occurs pursuant to the terms of Section 3.1.

3.6 Liability for Contributions. Each Member understands that:

a. The Members shall not be personally liable for the return or payment of all or any portion of (i) the Capital Contributions of the Members (ii) the Membership Interests; it being understood that any such return or payment shall be solely from the Company's assets;

b. However, if a Member has received a return of part of its Capital Contribution in violation of the Operating Agreement or the Colorado Act, he is liable to the Company for a period of six (6) years thereafter for the amount of the Capital Contribution wrongfully returned.

ARTICLE IV OWNERSHIP, ALLOCATIONS AND DISTRIBUTION OF ITEMS OF COMPANY INCOME, GAIN, LOSS, DEDUCTION AND CREDIT

4.1 Percentage Membership Interests. The respective initial Membership Interests of the Members in and to the Company and all property of the Company, including but not limited to all real and personal tangible and intangible property of the Company, shall be as follows:

Kevin Speier: 50%

Matthew Brien: 50%

4.2 It is understood and agreed that Matthew Hoffer shall have the option of purchasing thirty-three percent (33%) of the Company (16.5% from each of the current members respectively) upon providing an initial payment of \$10,000 on or before October 31, 2014 and additional \$20,000 on or before December 31, 2014. Further, Mr. Hoffer is required to contribute time and effort in remodeling/constructing the business premises located at 10863 US HWY 34, Grand Lake, CO 80447 between September 4, 2014 and December 4, 2014 or until said construction is completed, which ever shall be later. If on January 1, 2015 Mr. Hoffer has not complied with these terms, said option to purchase this share shall be null and void.

- a. The Company may add additional members upon the unanimous consent of the Members. If the Company obtains further members prior to October 31, 2014, Matthew Hoffer's option to purchase thirty-three percent (33%) shall become void if and when the Members require the addition of another member.

4.3 Allocation of Tax Credits. Any investment tax credit and other tax credits with respect to the Company's property or operations shall be allocated among the Members in accordance with their respective Membership Interests. All recapture of investment tax credit resulting from the sale or other disposition of Company property shall be allocated to the Members to whom the credit giving rise to such recapture originally was allocated under this Section.

4.4 Overriding and Special Allocations to Capital Accounts. Upon the vote by the Members, determined by the majority interest member vote, or as required under the Code and/or Treasury Regulations, special allocations of loss, deduction and/or expenditures may be made in accordance with the Code and Treasury Regulations.

ARTICLE V ACCOUNTING

5.1 Books of Account. The Company shall maintain complete and accurate books of account of the Company's affairs at the principal office of the Company specified in Section 1.2 of this Agreement. Every Member shall have access at all reasonable times to the Company's books of account and may inspect and copy any of them. The Company's books of account shall be closed promptly after the end of each accounting and tax year. Copies of such financial statements shall be furnished to each Member. Within ninety (90) days after the end of each calendar year, the Company shall furnish to every Member who owned an interest in the Company during such year such tax information regarding the Company and its operations as shall be reasonably necessary for the preparation of each Member's federal, state and other tax returns.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

5.3 Accounting Methods Transfers During Year. Company Net Profits or Losses shall be determined using the accrual accounting method by the Company's accountant in accordance with generally accepted accounting principles or upon the accrual method of accounting (or any modification thereof).

5.4 Tax Elections and Returns. The Company may make any election under the Tax Code as determined by a unanimous vote of the Members.

ARTICLE VI RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 Limitation of Liability. Each Member's liability shall be limited as set forth in the Act, other applicable laws. The failure of the Company to observe the formalities or

itself, impose personal liability on the Members for the liabilities of the Company beyond that provided under the Colorado Act and this Agreement.

6.2 Company Debt Liability. A Member will not personally be liable for any debts or losses of the Company beyond its respective unreturned Capital Contributions, except as otherwise required by law or as to such debts and liabilities of the Company as are personally guaranteed by the Members.

6.3 Fiduciary Obligation of Member. The duties of a Member, as to all other Members of the Company related to the business and operation of the Company, are of a fiduciary nature. Each Member owes a duty of complete disclosure of all business transactions of the Company and of good faith in their dealings on behalf of and with the Company and its Members. The duties of a Member to the Company or another Member may not be delegated without the prior consent of the non-delegating Members.

6.4 Reimbursement. The Company shall reimburse each Member for such Member's actual and reasonable out-of-pocket expenditures made pursuant to the exercise of such Member's authority under this Agreement or reasonably made for the purpose of preserving the Company's business or property.

ARTICLE VII ADMISSION OF NEW MEMBERS

7.1 Consent Required. No Person, regardless of whether such Person is or is not a transferee of a Membership Interest in the Company, may become a Member of the Company without becoming a party to this Agreement with such amendments thereto, if any, as the then-existing Members may agree upon.

ARTICLE VIII TRANSFER OF INTEREST IN COMPANY

8.1 Restriction. No Member shall transfer or encumber its Membership Interest in the Company without the written consent of Members holding majority of ownership; provided, however, that this restriction shall not apply if the transfer or encumbrance is to a Member, or if the transfer or encumbrance is related to capital contribution dilution. Any such prohibited transfer or encumbrance shall be null and void and of no legal effect upon the Company. The Company will not be required to accept, recognize or be bound by such transfer or encumbrance.

ARTICLE IX BANKRUPTCY, DEATH, WITHDRAWAL OR RESIGNATION OF A MEMBER

9.1 Bankruptcy, Death, Dissolution, Withdrawal or Resignation of a Member. Upon the bankruptcy, death, dissolution, withdrawal or resignation of any Member, the Company shall

remaining Member shall have the option to purchase the interest of the bankrupt, deceased, dissolved, withdrawing or resigning Member ("Selling Party") in the Company for a sixty (60) day period after the filing of the bankruptcy petition, death, the date of dissolution or the date of the withdrawal or resignation, as applicable. The bankruptcy, death, dissolution, withdrawal or resignation of a Member shall not entitle the successor of the Member, to receive any distribution from the Company except in accordance with the terms of this Operating Agreement; specifically neither such Member nor the successors to such Member shall be entitled to receive the fair value of its Membership Interest until the dissolution and termination of the Company in accordance with Article X of this Agreement.

9.2 Purchase Price. Unless otherwise agreed, the purchase price to be determined for purposes of Section 9.1 herein shall be a Member's net investment. For purposes of this Agreement "net investment" shall be the greater of the following two (2) amounts:

- a. Capital contributions of a Member less any cash distributions made in retirement of said contributions; or
- b. The fair market value of the property of the Company shall be established by agreement of the Members or as determined in accordance with an appraisal of the assets of the Company, less any debts of the Company multiplied by the Membership Interest of the applicable Member. The appraisal shall be obtained by the Company within a reasonable period of time following the Company's notice of the triggering event.

9.3 Miscellaneous. Nothing in this Article IX shall prohibit the Members or the Company from structuring the retirement of a Selling Party's interest in the Company in a manner different from the one set forth herein, provided all the parties unanimously agree to such a modification.

9.4 Expulsion. A Member shall automatically be expelled, without compensation for said Member's membership interest, upon breaching a fiduciary duty, with fiduciary defined as "one who owes another the duties of good faith, trust, confidence, and candor"; or upon any violation of the Colorado Medical Marijuana Code (C.R.S. 12-43.3-101, *et seq.*); the Colorado Retail Marijuana Code (C.R.S. 12-43.4-101, *et seq.*); or any rule or regulation put forth by the MED.

ARTICLE X DISSOLUTION AND TERMINATION

10.1 Winding Up Upon Dissolution. In the event of dissolution of the Company, the Members shall immediately commence to liquidate the Company and its property and to convert the same to cash or cash equivalents and to wind up the Company's affairs. The Members, during liquidation and winding up, shall continue to share all Company income, gain, loss, deductions and credits and all items thereof in accordance with their respective Membership Interests as provided in Article 4.1 herein. The proceeds from liquidation of the Company property shall be applied in the following order of priority:

- a. To debts and liabilities of the Company, other than debts owed to Members

- b. To debts and liabilities of the Company which are owed to Members who are creditors of the Company (other than debts owed for distributions to Members with respect to their Membership Interests).
- c. To the reasonable debts and expenses of liquidating the Company and its property and winding up the Company's affairs, including any reasonable compensation to be paid to the Members who participate and assist in liquidating the Company and its property or winding up the Company's affairs.
- d. To be distributed to the Members in satisfaction and return of their Capital Contributions (less any deficiency and interest of a defaulting Member under Section 3.1 herein).
- e. To be divided among the Members in accordance with their respective Membership Interests.

ARTICLE XI MEETINGS OF MEMBERS

11.1 Regular Meetings. An annual meeting of the Members may be held (but is not required) with notice (unless waived) as provided under the Colorado Act on a date and at a place and time acceptable to all Members.

11.2 Special Meeting. Special meetings of the Members may be called by any one of the Members. Special meetings shall be held at the date and time specified in the notice.

11.3 Notice. Written notice of any regular and special meetings shall be given as required by the Colorado Act. If notice is given by mail, such notice shall be deemed to be delivered when deposited, in the United States first class mail, in a sealed envelope so addressed, with postage thereon prepaid. Any Member may waive notice of any meeting. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, The business to be transacted at, and the purpose of, any regular or special meeting of the Members shall be specified in the notice or waiver of notice of such meeting. Unless by unanimous consent, all special and regular meetings of the Members shall be at the principal offices of the Company.

11.4 Quorum. Members holding majority interest in the Company shall constitute a quorum for the transaction of business at any meeting of the Members. Unless otherwise required by this Operating Agreement or the Colorado Act, the majority interest member vote at the meeting at which a quorum is present shall be required to pass any matter for which a vote is taken.

11.5 Informal Action. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter

11.6 Proxies. A Member may be present at a meeting represented by a Person holding a written proxy from the Member so represented. The proxy holder may vote at such meeting in the same manner as the Member. Unless otherwise provided in the proxy, the proxy shall expire eleven (11) months after the date of the proxy.

ARTICLE XII BUY/SELL PROVISIONS

12.1 Right of First Refusal. In the event that a Member (the "Selling Member") desires to transfer to any third person all or a portion of its Membership Interest, the Selling Member may do so only in full and complete compliance with the procedures set forth below for each instance of transfer:

- a. The Selling Member shall give written notice (the "Notice") to each other Member ("Offeree(s)") setting forth, in substance the following:
 1. That the Selling Member has given to, or received from, a third party (the "Offeror") a good faith written offer (the "Offer") to transfer all or a part of its Membership Interest (the "Offered Interest"), and
 2. That the Selling Member thereby offers to transfer all Offered Interest to the Offeree(s), pro rata according to its or their respective Membership Interests, at a price and upon such terms and conditions as are set forth in the Offer, a true copy of which shall be attached to the Notice.
- b. Within thirty (30) days after receipt of the Notice (the "Transfer Offering Period"), the Offeree(s) may, at its or their option, elect to purchase all (but not less than all) of the Offered Interests by giving written notice of the intention to do so to the Selling Member. Any Offeree may assign its purchase rights hereunder to any Member owning a Membership Interest.
- c. In the event that no Offeree(s) agree to purchase all of the Offered Interests in accordance with subparagraph (2) above, the Selling Member shall provide Notice of such event to all Members. The Company shall then have the amount of time set forth in the Transfer Offering Period to determine, based on the Approval of the Members other than the Selling Member, whether it shall elect to purchase all (but not less than all) of the Offered Interests, by giving written notice of its intention to do so to the Selling Member. Failure of the Company to notify the Selling Member of its acceptance within the relevant Transfer Offering Period shall be deemed to be its refusal to acquire the Offered Interests.
- d. In the event that an offer to Transfer pursuant to this Section 12.1, is rejected, whether by expiration of the Transfer Offering Period or otherwise, and the Selling Member has complied with the requirements of this section, the Selling Member shall be permitted to Transfer the Offered Interests to the Offeror upon the terms and conditions as stated in the Offer; provided, however, that such Transfer may not be effected until the Offeror has executed and adopted this Agreement.

12.2 Closing Date. The closing of the sale of a Membership Interest pursuant to this Article XII shall be held at the principal place of business of the Company set forth in Section 1.2 on a date designated by the purchasing Member, which shall be no fewer than ten (10) nor more than thirty (30) days after the end of the Period.

12.3 No Covenant Not to Compete. In the event of a sale as described in this Article XIII, unless agreed to the contrary in writing between the purchasing Member and the Selling Party, nothing contained herein shall imply or infer any conditions of a "covenant not to compete" upon the Selling Party. This clause should not be construed to be in conflict with Section 6.5 regarding expansion.

12.4 Assignment. If the purchasing Member and the Selling Party are the only Members of the Company, then the purchasing Member shall have the right to assign its rights to purchase the Selling Party's Membership Interest to another Person; provided that the purchasing Member shall remain liable for the payment of the Purchase Price and for the indemnity obligations to the Selling Party.

ARTICLE XIII GENERAL PROVISIONS

13.1 Entire Agreement. This Operating Agreement contains the entire agreement among the Members concerning the Company and supersedes all prior negotiations, understandings or agreements in regard thereto.

13.2 Applicable Law. This Operating Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.

13.3. Successors and Assigns. Except as set forth herein, this Operating Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the Members.

13.4 Notices. All notices and other communications under this Operating Agreement shall be in writing and shall be sufficiently given if personally delivered to the addressee or, if mailed, postage prepaid, to the addressee at its address as follows:

Kevin Speier
[P.O. Box 773325, Steamboat
Springs, CO 80477]

Matthew Brien
[PO Box 882325, Steamboat
Springs, CO 80488]

The address of a Member may be changed in the manner required in this Section for the giving of notice.

13.5 Amendments. This Operating Agreement shall not be amended, modified, restated or extended except by the written agreement of all Members.

13.6 Severability. If any clause or provision of this Operating Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws effective during the term of this Operating Agreement, then and in that event, it is the intention of the Members that the remainder of this Operating Agreement shall not be affected thereby. It is also the intention of the Members that, in lieu of each clause or provision of this Operating Agreement that is so determined to be illegal, invalid or unenforceable, there be added as a part of this Operating Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and yet be legal, valid and enforceable.

13.7 Section Headings. The Section headings herein are for the convenience of reference and shall not be deemed to affect or alter any provision herein.

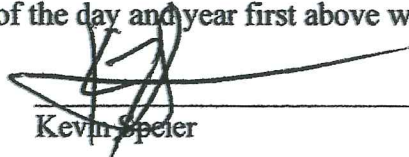
13.8 Pronouns, Singular. Any reference to his, her or it shall be a reference to each pronoun as the circumstance and context deem appropriate. Any reference to the singular or plural shall be a reference to the other as the circumstances and context deem appropriate.

13.9 Colorado Act. Except as otherwise provided herein, the terms of this Operating Agreement shall be governed by the Colorado Act and any items not addressed in this Operating Agreement will be governed by the Colorado Act as if written herein, except to the extent such provision of the Colorado Act is contrary to the express terms of this Operating Agreement.

13.10 Additional Business Interests. Each Member shall have the ability to enjoy and right to join other business ventures inside or outside the marijuana business arena. Said Additional Business Interests ventures shall not constitute any breach of fiduciary duty or any breach of loyalty.


13.11 Tie Breaker Clause. For any issue that requires a majority vote of the Members, and the Members cannot find resolution, a tie-breaker will be utilized to determine the issue. Said tie-breaker shall be Jean E. S. Gonnell, Esq., of Hoban & Feola, LLC. The designated tie-breaker can be modified, changed or amended upon unanimous vote of the Members.

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement effective as of the day and year first above written.



Kevin Speter

5/5/2015



Matthew Brien

5/5/2015