

COLORADO
Division of Water Resources
Department of Natural Resources

WELL PERMIT NUMBER 84749-F
RECEIPT NUMBER 10005648

ORIGINAL PERMIT APPLICANT(S)

LFUSION, LLC (ASAY, DARIN D.)

APPROVED WELL LOCATION

Water Division: 3 Water District: 20
Designated Basin: N/A
Management District: N/A
County: ALAMOSA
Parcel Name: N/A
Physical Address: N/A

SW 1/4 SW 1/4 Section 6 Township 39.0 N Range 11.0 E New Mexico P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 427827.0 Northing: 4167289.0

PERMIT TO CONSTRUCT A NEW WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) on the condition that this well is operated in accordance with the San Luis Valley Water Conservancy District Augmentation Plan, Certificate no. 914, approved by the Division 3 Water Court in case nos. 84CW16, 94CW62, 03CW41, 05CW13, 07CW63, 09CW34, and 14CW3011. If this well is not operated in accordance with the terms of said certificate and decrees, it will be subject to administration including orders to cease diverting water.
- 4) The use of ground water from this well under the San Luis Valley Water Conservancy District Augmentation Plan (Certificate no. 914) is limited to use on the SW 1/4 of Section 6, Twp 39N, Rng 11E, NMPM in Alamosa County for a total of 0.634 acre-feet of consumptive use of which 0.0067 acre-feet of consumptive use (0.067 acre-feet of pumping if discharged through a non-evaporative wastewater system) is allocated for employee drinking/sanitary use and 0.6273 acre-feet of consumptive use (0.6273 acre-feet of pumping) is allocated for year-round irrigation within greenhouses.
- 5) The maximum annual amount of water to be appropriated by this well shall not exceed 0.6943 acre-feet and the maximum annual amount of consumptive use of ground water from this well shall not exceed 0.6340 acre-feet.
- 6) The pumping rate of this well shall not exceed 50 GPM.
- 7) Ground water production is limited to the unconfined aquifer. This depth of this well shall not exceed 80 feet or the top of the confining clay series, whichever comes first.
- 8) A sealable opening of at least one inch diameter to allow access for depth measurement must be provided for in the completed structure.
- 9) This well shall be located more than 600 feet from any existing well, completed in the same aquifer, that is not owned by the applicant.
- 10) All water diverted under this permit must be metered in a method that is satisfactory to the Division Engineer and in compliance with the requirements of Case No. 05CW12, SEO Measurement Rules. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer annually by December 1.
- 11) This well is subject to administration by the Division Engineer in accordance with applicable decrees, statutes, rules, and regulations.

NOTE: This permit will expire on the expiration date unless the well is constructed and a pump is installed by that date. A Well Construction and Yield Estimate Report (GWS-31) and Pump Installation and Production Equipment Test Report (GWS-32) must be submitted to the Division of Water Resources to verify the well has been constructed and the pump has been installed. A one-time extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: <http://Colorado.gov/water>

WELL PERMIT NUMBER 84749-F

RECEIPT NUMBER 10005648

NOTE: The well WDID is 2014568.

NOTICE: This permit has been approved with a change to the permit application as submitted by the applicant. You are hereby notified that you have the right to appeal the issuance of this permit, by filing a written request with this office within sixty (60) days of the date of issuance, pursuant to the State Administrative Procedures Act. (See Section 24-4-104 through 106, C.R.S.)



Issued By CRAIG COTTEN

Date Issued: 9/29/2020

Expiration Date: 9/29/2021

COLORADO DIVISION OF WATER RESOURCES DEPARTMENT OF NATURAL RESOURCES 1313 SHERMAN ST, RM 821, DENVER, CO 80203 Main: (303) 866-3581	Office Use Only RECEIVED SEP 01 2020 WATER RESOURCES STATE ENGINEER ALAMOSA Form GWS-45 (07/2013)								
GENERAL PURPOSE Water Well Permit Application Review instructions on reverse side prior to completing form. The form must be computer generated, typed or in black or blue ink.									
1. Applicant Information Name of applicant Darin D Asay Mailing address 5066 County Road 112 City Mosca State CO Zip code 81146 Telephone # (area code & number) 623-523-3921 E-mail (online filing required) darin@leafusion.com									
2. Type Of Application (check applicable boxes) <table style="width: 100%;"> <tr> <td>☒ Construct new well</td> <td>☐ Use existing well</td> </tr> <tr> <td>☐ Replace existing well</td> <td>☐ Change or increase use</td> </tr> <tr> <td>☐ Change source (aquifer)</td> <td>☐ Reapplication (expired permit)</td> </tr> <tr> <td>☐ COGCC Well</td> <td>☐ Other:</td> </tr> </table>		☒ Construct new well	☐ Use existing well	☐ Replace existing well	☐ Change or increase use	☐ Change source (aquifer)	☐ Reapplication (expired permit)	☐ COGCC Well	☐ Other:
☒ Construct new well	☐ Use existing well								
☐ Replace existing well	☐ Change or increase use								
☐ Change source (aquifer)	☐ Reapplication (expired permit)								
☐ COGCC Well	☐ Other:								
3. Refer To (if applicable) Well permit # <u>SWW100 cat. #914</u> Water Court case # <u>84CW16, 94CW82 et al</u> Designated Basin Determination # _____ Well name or # _____									
4. Location Of Proposed Well County Alamosa <table style="width: 100%;"> <tr> <td>Section 6</td> <td>Township 39</td> <td>N or S <u>N</u></td> <td>Range 11</td> <td>E or W <u>E</u></td> <td>Principal Meridian N.M.P.M</td> </tr> </table> Distance of well from section lines (section lines are typically not property lines) 465 ft. from <u>N x S 340</u> direction <u>E x W</u> For replacement wells only - distance and direction from old well to new well feet _____ direction _____ Well location address (include City, State, Zip) ☐ Check if well address is same as in item 1. 5066 County Road 112, Mosca, CO 81146 Optional: GPS well location information in UTM format. You must check GPS unit for required settings as follows: Format must be UTM Zone 12 or 13 Units must be Meters Datum must be NAD83 Unit must be set to true north Was GPS unit checked for above? ☒ YES Remember to set Datum to NAD83		Section 6	Township 39	N or S <u>N</u>	Range 11	E or W <u>E</u>	Principal Meridian N.M.P.M		
Section 6	Township 39	N or S <u>N</u>	Range 11	E or W <u>E</u>	Principal Meridian N.M.P.M				
5. Parcel On Which Well Will Be Located (PLEASE ATTACH A CURRENT DEED FOR THE SUBJECT PARCEL) A. Legal Description (may be provided as an attachment): SW4 6-39-11 160A EXC ALL M/RTS B. # of acres in parcel 160 C. Owner Lfusion LLC D. Will this be the only well on this parcel? ☐ YES ☒ NO (if no list other wells) Well permit no. 100189-A and Well permit no. 21405-F E. State Parcel ID# (optional):									
6. Use Of Well (check applicable boxes) Attach a detailed description of uses applied for. <table style="width: 100%;"> <tr> <td>☐ Industrial</td> <td>☐ Dewatering System</td> </tr> <tr> <td>☐ Municipal</td> <td>☐ Geothermal (production or reinjection)</td> </tr> <tr> <td>☐ Irrigation</td> <td>☐ Other (describe):</td> </tr> <tr> <td>☒ Commercial</td> <td></td> </tr> </table>		☐ Industrial	☐ Dewatering System	☐ Municipal	☐ Geothermal (production or reinjection)	☐ Irrigation	☐ Other (describe):	☒ Commercial	
☐ Industrial	☐ Dewatering System								
☐ Municipal	☐ Geothermal (production or reinjection)								
☐ Irrigation	☐ Other (describe):								
☒ Commercial									
7. Well Data (proposed) <table style="width: 100%;"> <tr> <td>Maximum pumping rate <u>50</u> gpm</td> <td>Annual amount to be withdrawn <u>1.0069</u> acre-feet</td> </tr> <tr> <td>Total depth <u>80</u> feet</td> <td>Aquifer <u>Unconfined</u></td> </tr> </table>		Maximum pumping rate <u>50</u> gpm	Annual amount to be withdrawn <u>1.0069</u> acre-feet	Total depth <u>80</u> feet	Aquifer <u>Unconfined</u>				
Maximum pumping rate <u>50</u> gpm	Annual amount to be withdrawn <u>1.0069</u> acre-feet								
Total depth <u>80</u> feet	Aquifer <u>Unconfined</u>								
8. Land On Which Ground Water Will Be Used Legal Description of Land (may be provided as an attachment): <u>Same</u> (If used for crop irrigation, attach a scaled map that shows irrigated area.) A. # Acres _____ B. Owner _____ C. List any other wells or water rights used on this land:									
9. Proposed Well Driller License #(optional):									
10. Sign or Entered Name Of Applicant(s) Or Authorized Agent The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge. Sign or enter name(s) of person(s) submitting application. Date (mm/dd/yyyy) <u>08/31/2020</u> <u>DARIN D ASAY</u> MANAGER									

WARRANTY DEED

THIS DEED, made as of April 24, 2020, between

Hemp or Die, LLC,
a Colorado limited liability company
successor to
GL Enterprise LLC,
a Colorado limited liability company

whose address is 3369 C Road, Palisade, CO 81526, Grantor (whether one or more), and

LFusion LLC,
a Utah limited liability company

whose legal address is 13894 S. Bangerter Parkway #200, Draper, UT 84020, Grantee (whether one or more).

WITNESS, that the grantor, for and in consideration of the sum of \$450,000.00, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his/her heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Alamosa and State of Colorado described as follows:

The SW¼ of Section 6, Township 39 North, Range 11 East, N.M.P.M.

Street Address: 5066 N Rd 112, Mosca, CO 81146

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, his/her heirs and assigns forever. And the grantor, for himself/herself, his/her heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his/her heirs and assigns, that at the time of the enrolling and delivery of these presents, he/she is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever; except those specific exceptions described by reference to recorded documents as reflected in the title documents accepted by grantee in accordance with the title review; distribution utility easements; those specifically described rights of third parties not shown by the public records of which grantee has actual knowledge and which were accepted by grantee; inclusion of the above described real property within any special taxing district; and the 2020 and subsequent taxes.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his/her heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Hemp or Die, LLC,
a Colorado limited liability company,
successor to GL Enterprise LLC,
a Colorado limited liability company

By: Parker Graham
Parker Graham, Managing Member

By: Destinee Graham
Destinee Graham, Member

STATE OF COLORADO)
County of Mesa) ss.

The foregoing instrument was acknowledged before me on April 24, 2020 by Parker Graham, as Managing Member and Destinee Graham, as Member of Hemp or Die, LLC, a Colorado limited liability company, successor to GL Enterprise LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires:

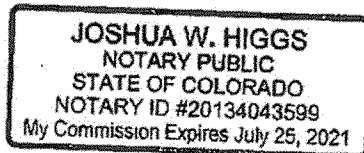
July 25 2021

Notary Public

648 Irish Walk

Grand Junction CO 81504

Order No. 18768



**SAN LUIS VALLEY WATER CONSERVANCY DISTRICT
AGREEMENT AND AUGMENTATION CERTIFICATE**

Certificate No: **914**

Amount of Water Dedicated: **1.0069** acre-feet per year

THIS AGREEMENT AND AUGMENTATION CERTIFICATE (hereinafter "Certificate") is hereby entered into between the San Luis Valley Water Conservancy District (hereinafter "District"), whose address is 623 Fourth Street, Alamosa, Colorado 81101 and telephone number is (719) 589-2230, and the following identified party (hereinafter "Participants"):

Names: Leafusion, LLC
c/o Darin Asay, CEO

Property Address: 5066 North County Road 112
Mosca, CO 81146

Telephone Number: 623-523-3921

Property Description: SW/4, of Section 6, Township 39 North, Range 11 East,
N.M.P.M., Alamosa County, Colorado.

Type of Structure: Unconfined Aquifer Well Permit #84749-F.

TERMS AND CONDITIONS OF CERTIFICATE

1. Effective Date. The District's obligation to deliver augmentation water pursuant to this Certificate shall be effective on the date of Approval by the Division Engineer, Water Division 3, Colorado Division of Water Resources. The District is not responsible for and makes no commitment or assurances that the Division Engineer will approve the augmentation of, or issue a well permit for the Augmented Structure identified herein.
2. No Ownership of Augmentation Water. The augmentation water delivered by the District for the Participant's benefit, as well as all water rights from which the District's augmentation water is derived, remains solely and completely subject to the District's ownership and control and the Participants hold no legal or equitable interest in the District's water or water rights.
3. Augmented Structures. The structure for which augmentation water is provided by the District under this Certificate is a new well, Well Permit #84749-F, which includes the uses covered by this Agreement and Augmentation Certificate #914.
4. Amount of Water, Purposes and Delivery Location. The District agrees to deliver for the Participants' benefit 1.0069 acre-feet of augmentation water annually, in compliance with the terms and conditions of the District's Decrees and in coordination with the Division Engineer. The delivery shall replace river and out-of-priority depletions caused by the Participants' use water of water through the Participants' Augmented Structure, as described in this Certificate.

4.1. 1.0069 acre-feet will be released from the District's augmentation water supply in Rio Grande Reservoir or delivered from other sources available to the District under its decrees, in coordination with the Division Engineer;

4.2. Of the amount set forth above in paragraph 4.1, 0.1510 acre-feet represent an assessment of a fifteen percent (15%) of the reservoir release for river conveyance loss;

4.3. Of the amount set forth above in paragraph 4.1, 0.2219 acre-feet represent an assessment of thirty five percent (35%) of the amount to be recharged for ditch conveyance loss in the Prairie Ditch;

4.4. Of the amount set forth above in paragraph 4.1, a total of 0.634 acre-feet will be available to replace out-of-priority depletions; 0.0067 acre-feet for sanitary use for four employees and 0.6273 acre-feet for 28,000 square feet of indoor hemp irrigation. The waste water system is a septic tank and leach field. The augmentation water will be recharged in a pit located in the NW/4, NW/4, Section 12, Township 39 North, Range 10 East, N.M.P.M., Alamosa County, Colorado.

5. Sources of Augmentation Water. The District may utilize any source of augmentation water available pursuant to and in accordance with the terms and conditions of the District's Decrees issued by the Water Court, Water Division No. 3, and the approval of the Division Engineer. The District has decreed augmentation supplies that are legally sufficient to cover both its existing augmentation obligations and its obligations under this Certificate.

6. Proof of Ownership. The Participants have provided the District with proof of ownership or the right to use the Augmented Structure.

7. Fees and Charges. The Participants shall pay to the District at the time of execution of this document:

7.1. A one-time Processing Fee in the amount of one thousand dollars (\$1,000.00).

7.2. The cost of the augmentation water in the amount of 1.0069 acre-feet (1.0069 acre-feet X \$20,000.00 per acre-foot) is twenty thousand, one hundred, and thirty-eight dollars (\$20,138.00).

7.3. A 2020 Annual Assessment of five hundred and fifty-two dollars (\$552), see paragraph 7.7 below.

7.4. The 2020 Prairie Ditch's Annual Conveyance Fee of one hundred dollars (\$100), which is the annual fee charged by the Ditch Company to convey the augmentation water.

7.5. The 2020 Recharge Fee of five hundred dollars (\$500), which is the fee charged by the Recharge Pit owner to recharge the augmentation water.

7.6. The total amount the Participants shall pay on execution of this document is twenty-two thousand, two hundred, and ninety dollars (\$22,290.00).

7.7. The Participants acknowledge and agree to pay the District's Annual Assessment for operations requiring greater than 1 acre-foot in 2021 at the prevailing rate of five hundred and fifty-two dollars (\$552) which is calculated using the following equation:

Assessment = $(300 + (250 \times AF))$, the Prairie Ditch's Annual Fee of one hundred dollars (\$100), and the Recharge Pit Fee of five hundred dollars (\$500). The Annual Assessment is based upon the number of acre-feet available to the Participants regardless of whether the Participants' uses the entire amount in a given year. The Annual Assessment is subject to change in accordance with the District's Rules and Regulations.

8. Termination of Certificate. The District shall impose the following penalties at any time the Participants are delinquent in making any payment due under this Certificate, including the Annual Operating Assessment, for a period of two (2) years from the date the payment was due:

8.1. As provided in Colorado Revised Statute § 37-45-134(1)(b), "withhold the delivery of water" for augmentation of the out-of-priority depletions caused by the withdrawal or diversion of water through the Augmented Structure;

8.2. As provided in Colorado Revised Statute § 37-45-134(1)(c) "provide for and declare forfeitures of rights to the use of [augmentation] water upon default or failure to comply with any order, contract, or agreement for the purchase, lease, or use of [augmentation] water:"

8.3. Upon imposition of the penalties set forth in sections 8.1 and 8.2 above, the District shall notify the Division Engineer that it will no longer provide augmentation water to replace the out-of-priority depletions caused by the withdrawal or diversion of water through the Augmented Structure and that this Certificate has been forfeited;

8.4. All fees or charges previously paid under this Certificate are non-refundable; and

8.5. The District will not issue a new Agreement and Augmentation Certificate for any structure on the real property described above until all past due payments, including interest, are paid in full.

9. Required Documents. Not applicable.

10. Measurements. A Totalizing Flow Meter shall be installed on the well, Well Permit #84749-F. Water pumped from the well will be metered and reported on an annual basis as of October 31, to the Division Engineer, Division 3, Colorado Division of Water Resources, and the District.

11. Right to Inspect. The District has the right to enter the property and inspect that the Participants are in compliance with the terms and conditions of this Agreement and Augmentation Certificate.

12. Limitations on Augmentation Supply. The Participants acknowledge that the yields derived from the District's water rights are inherently variable and the availability of water to those water rights is subject to natural forces and Colorado law. The Participants acknowledge that in periods of extreme drought, in emergency events, or at other times of shortage of supply, the District may be required to impose rationing or otherwise limit deliveries of its augmentation water on a pro-rata basis among all participants in the District's Augmentation Program.

13. Quantity of Water. The District assumes no obligation to provide augmentation water other than the amount expressly set forth in this Certificate. The amount of augmentation water necessary to cover the depletions from the Augmented Structure is subject to the standards and determination of the Colorado Division of Water Resources. If there is an increase in the amount of water consumed by the Participants, or a change in the amount of augmentation water necessary to replace Participants' out-of-priority depletions, then the Participants shall purchase the right to use additional augmentation water from the District (if the District can physically and lawfully provide such augmentation water). The Participants shall pay the District the then prevailing rate for the use of additional augmentation water, or provide such other compensation as the District and the Participants may agree.

14. Water Quality. The District does not warrant and makes no representations regarding the quality of its augmentation water for any type of human, animal or plant consumption. Nor does the District warrant or make any representations regarding the quality of the water withdrawn or diverted through the Augmented Structure for the beneficial purposes for which the water is used.

15. Use for Other Purposes Prohibited. The District's delivery of augmentation water to augment the out-of-priority depletions caused by the withdrawal or diversion of water through the Augmented Structure, Well Permit #84749-F, shall only be made pursuant to the terms of this Certificate, the District's Augmentation Program and/or any substitute water supply plans, or replacement plans held by the District, and may not be used, included within or used as part of any other augmentation plans, substitute water supply plans, replacement plans, or any other plans, decrees or judgments or administrative approvals.

16. Not a Public Water System. By providing its augmentation water through its Augmentation Program and pursuant to this Certificate, the District is neither operating a "public water system," a community water system," or a "non-community water system" as those terms are defined in the Safe Drinking Water Act, 42 U.S.C. §§ 300f – 300j-26, that the District is not a provider of drinking water within the meaning of the Safe Water Drinking Act, and that the District has no responsibilities to the Participants, their heirs, successors or assigns under the Safe Water Drinking Act. The District has no obligation to the Participants, their heirs, successors or assigns under the Colorado Drinking Water Quality statute, C.R.S. § 25-1-107(x), or under the Colorado Primary Drinking Water Regulations, 5 CCR 1003-1.

17. Attachment to Property. This Agreement and Augmentation Certificate shall encumber, attach to, and run with the real property described above.

18. Binding Effect. This Agreement and Augmentation Certificate shall bind and benefit the Participants' heirs, beneficiaries, executors, administrators, successors, and assigns.

19. Assignment. This Agreement and Augmentation Certificate may be assigned, and the District shall approve the assignment, only upon completion of the following terms and conditions:

19.1. The Participants shall submit to the District an "Assignment and Acceptance of Assignment," provided by the District and executed by the Participants and the Assignee;

19.2. The Participants must be in compliance with all terms and conditions of this Agreement and Augmentation Certificate;

- 19.3. All outstanding fees and assessments have been paid in full;
- 19.4. Payment of a Processing Fee to the District for its review and approval of any requested assignment;
- 19.5. Any transfer or assignment of this Agreement and Augmentation Certificate without the District's express written consent is void and the named assignee shall not have any rights or benefits derived from the Certificate; and
- 19.6. Until the assignment is approved by the District, the Participants shall remain liable for all fees and assessments that accrue under this Agreement and Augmentation Certificate.
20. Recording. The District may record this Agreement and Augmentation Certificate in the county in which the real property described above is located.
21. District Rules and Regulations. This Agreement and Augmentation Certificate is subject to all rules and regulations that may be adopted from time to time by the District concerning its Augmentation Program and the ownership, management, control, delivery, use, and distribution of its augmentation water. The District's current Rules and Regulations are incorporated herein and are made a part of this Agreement and Augmentation Certificate by reference. A copy of the District's Rules and Regulations are available for review and copying at the District's office located at the address set forth at the beginning of this Agreement and Augmentation Certificate.
22. Strict Observation of Terms. The failure of either the District or Participants to insist in one or more cases upon the strict observation of any of the terms of this Agreement and Augmentation Certificate shall not be considered as a waiver or relinquishment in the future of any of the terms and conditions of this Agreement and Augmentation Certificate.
23. Unenforceable Provisions. If any provision of this Agreement and Augmentation Certificate is determined to be unenforceable or invalid, the remainder of this Agreement and Augmentation Certificate shall remain in full force and effect to the extent practicable, unless the District and Participants agree otherwise in writing.
24. Captions. The captions of this Agreement and Augmentation Certificate are for convenience of reference only, are not part of this Agreement and Augmentation Certificate, and do not define or limit any of the terms of this Certificate. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa.
25. Entire Agreement. No representations, warranties, or agreements have been made by the District or the Participants to one another with respect to this Agreement and Augmentation Certificate except those contained herein.
26. Governing Law. This Agreement and Augmentation Certificate is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue for any action arising out of this Agreement and Augmentation Certificate is proper only in the District Court of Alamosa County, State of Colorado.

PARTICIPANT: Leafusion, LLC

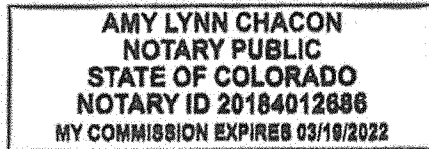
By: [Signature]
Darin Asay, CEO

STATE OF Colorado)
COUNTY OF Alamosa) ss.

The foregoing instrument was acknowledged before me this 11 Day of August, 2020,
by Darin Asay.

Witness my hand and official seal.

My commission expires: 3/19/2022



[Signature]
Notary Public

**SAN LUIS VALLEY WATER
CONSERVANCY DISTRICT**

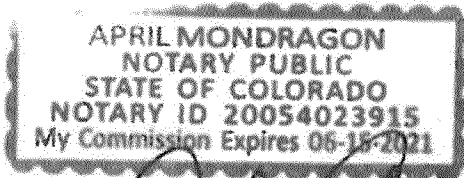
By: Heather R. Dutton
Heather R. Dutton, Manager

STATE OF COLORADO)
) ss.
COUNTY OF ALAMOSA)

The foregoing instrument was acknowledged before me this 20th Day of August, 2020,
by Heather R. Dutton, Manager, San Luis Valley Water Conservancy District.

Witness my hand and official seal.

My commission expires: 6-15-21



April Mondragon
Notary Public

Reviewed by: [Signature]
Board Member

Date: 8/17, 2020

Division Engineer's Approval

The Water Division 3 hereby approves this Agreement and Augmentation Certificate and states that as of the date of entry of the Agreement and Augmentation Certificate, the amount of augmentation water provided for by this Agreement and Augmentation Certificate is sufficient to augment the out-of-priority diversions of the Participants. The augmentation of the Participants' uses is subject to the foregoing additional conditions:

Not applicable: _____.

Additional Conditions: _____

By: Craig W. Cotten
Craig Cotten
Division Engineer
Colorado Water Division 3

Date: October 8, 2020

San Luis Valley Water Conservancy District									
Augmentation Water Calculation Worksheet									
Unconfined Aquifer									
Instructions: Please fill in only grey-colored boxes.									
Date: 8/10/20					Worksheet completed by: HRD				
Certificate No.: 914									
Company: LeaFusion									
Care of: Dann Asay									
Legal 1/40:		1/4160: SW		Section: 6		Township: 39N		Range: 11E	
Additional Legal: Unconfined Well: Recharge in Curtis Pit									
¹ Consumptive Use figures are increased to account for ditch transportation losses of: 35% ² Consumptive Use figures are increased to account for river transportation losses of: 15%									
Bathroom:									
Employee Use		4 people		multiply by		0.017 ac.ft./year		=	
						0.067 af/yr		0.0067 af/yr	
*Assume 15 gallon per person per day year-round									
Greenhouses:									
Greenhouse:		28000 # square feet		=		1120 plants		ac.ft./year	
								=	
						0.6273 af/yr		0.6273 af/yr	
*Assume 1 plant per 25 square feet and 0.5 ga/plant/day									
Total Use:						0.6945 af/yr		0.6340 af/yr	
						Total:		0.6340 af/yr	
						Ditch Loss ¹ :		0.2219 af/yr	
						River Loss ² :		0.1510 af/yr	
						Total:		1.0069 af/yr	
Cost									
Total Consumptive Use:						1.0069 af/yr		multiply by	
						20,000 \$/af		=	
								\$20,138	
						Water Cost:		\$20,138	
						One Time Processing Fee:		\$1,000	
						Annual Prairie Ditch Conveyance Fee:		\$100	
						SLVWCD Annual Maintenance Fee:		\$152	
						Recharge Pit Fee:		\$500	
						Total One Time Cost:		\$22,290	
						Annual Cost (starting 2021):		\$1,152	
*The processing fee is \$1,000 for commercial operations that require the use of a recharge facility and the transportation of the District's augmentation water by third parties. The Annual Maintenance Fee for certificates greater than 1 AF = 300+(250*AF)									