3. Modification of Premises - Local Licensing conditional approval must be provided prior to MED approval. Per Rule 2-260

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

A. Describe change proposal in detail. NOTE: "Complete remodel" or "See floor plans" will not be accepted.

- Main level: 1. The unlabeled room in the top left corner will be a Veg Room; 2. We will add a new framed wall and sliding door between the Veg Room and the hallway; 3. We will add new double doors to the hallway leading from the Veg Room; 4. We are adding windows to the exterior of the building (top left corner) for aesthetic purposes only; 5. The unlabeled room in the top right corner will be an Electrical Room; 6. The room currently designated as Packaging will be changed to Dry / Cure #1; 7. The room currently designated as Trim will be changed to Dry / Cure #2; 8. The Dry Room will be changed to Mother Plants / Propagation Room; 9. The unlabeled room in the bottom right corner will be labeled Office; 10. The small room to the left of the Office will be labeled Security. 11. We will add a walk-in freezer to the Vault / Storage Room in the bottom left corner.

- Upper Level: 1. The small room within the Veg Room will be designated as a Quarantine Room; 2. Both larger rooms will be designated as Flower Rooms.

- Lower Level: No changes.

- We will also replace and add cameras to the surveillance system, as shown on the attached security plans.

B. Will the proposed change result in the licensed premises now being located within 1000 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ Yes ☒ No

(If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance)

C. Attach a diagram of the current licensed premises and a **separate diagram of the proposed changes** for the licensed premises including security equipment locations. See attached.

D. Attach REVISED lease, only if it was revised due to the modification. N/A

E. Attach proof of Landlord consent for modification (This may be the revised lease). See attached.

F. For changes to Mobile Premises, attach the completed Mobile Hospitality Business Addendum D from the Marijuana Hospitality Business License application (Form DR 8565). N/A

MOP - Oath of Applicant

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

Printed Last Name of Owner/Principal	First Name	Full Middle Name
Pastemack	Jacob	Brett

Title	Date
Owner	1/3/2023

Signature of Owner/Principal: DocuSigned by: REQUIRED

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Article 10, C.R.S., as amended. **Therefore, this application is approved. (Provide local stamp/seal on this page for proof of approval with signature).**

Printed Name of Local Licensing Rep: David Torgler

Local Licensing Authority (City or County)	Date Filed With Local Authority
Town of Oak Creek	1/10/2023

Title	Date
Town Manager	

Signature of Local Licensing Representative: REQUIRED

Proposed licensed premises diagram

KP LLC RMCF 403R-00544
228 Arthur Ave., Oak Creek, CO 80467
*Entire premises is LAA

A-6 PROPOSED MAIN LEVEL FLOOR PLAN
SCALE 1/4" = 1'-0"
3850 SQ.FT.

KP LLC

KP LLC RMCF 403R-00544
228 Arthur Ave., Oak Creek, CO 80467
*Entire premises is LAA

Proposed security diagram - main level

KEY

- Licensed Premises Boundary
  Entire premises is Limited Access Area
- DVR
- Camera Location / View

Proposed licensed premises diagram

KP LLC RMCF 403R-00544
228 Arthur Ave., Oak Creek, CO 80467
*Entire premises is LAA

Proposed licensed premises diagram

KP LLC RMCF 403R-00544
228 Arthur Ave., Oak Creek, CO 80467
*Entire premises is LAA

KP LLC RMCF 403R-00544
228 Arthur Ave., Oak Creek, CO 80467
*Entire premises is LAA

Proposed security diagram - second floor

KEY

- Licensed Premises Boundary
  Entire premises is Limited Access Area
- DVR — DVR
- Camera Location / View

CONSENT TO MODIFICATION OF LEASED PREMISES

This Consent to Modification of Leased Premises (this "**Agreement**") is made and entered into as of November 9, 2022 (the "**Effective Date**"), by and between China Cat, LLC, a Colorado limited liability company ("**Landlord**"), and KP, LLC, a Colorado limited liability company ("**Tenant**").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement (the "**Lease**"), dated March 8, 2016, whereby Landlord leases to Tenant approximately 13,000 square feet of space commonly known as 228 Arthur Avenue, Oak Creek, CO 80467 (the "**Premises**").

B. Tenant desires to make the Alterations to the Premises as set forth on Exhibit A, attached hereto and incorporated herein by reference (the "**Modification**").

C. Section 11(a) of the Lease provides that Tenant shall make no Alterations without the prior written consent of Landlord.

D. Tenant requests the consent of Landlord to the Modification, subject to the terms and conditions herein.

AGREEMENT

In consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. All capitalized terms used but not defined in this Agreement will have the meanings set forth for such terms in the Lease.

2. **Consent**. Subject to the terms and conditions contained in this Agreement, Landlord hereby consents to the Modification. The consent contained herein shall not waive any rights of Landlord as to any subsequent Alteration.

3. **Representations**. Tenant hereby represents and warrants that Tenant has full power and authority to enter into this Agreement.

4. **Binding Effect; Governing Law**. This Agreement shall be binding upon Landlord, Tenant and their respective successors and assigns. This Agreement shall be governed by the laws of the State of Colorado.

5. **Amendment; Entire Agreement**. This Agreement shall not be amended or modified except by an instrument in writing signed by all the parties hereto, and this Agreement contains all of the agreements, understandings, representations and warranties of the parties with respect to the subject matter hereof.

6. **Execution**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. Facsimiles of executed copies hereof may be delivered by telecopy, email, DocuSign, or other electronic means and upon receipt, such facsimile copies will be deemed originals and binding upon the parties hereto. Without limiting or otherwise affecting the validity of facsimile executed copies hereof that have been delivered by telecopy, email or other

DocuSign Envelope ID: A9365E5F-9516-4864-8A3D-B13A3360ED72

IN WITNESS WHEREOF, Landlord and Tenant each caused this Agreement to be executed and delivered by its duly authorized representative to be effective as of the Effective Date.

LANDLORD:

CHINA CAT, LLC,
a Colorado limited liability company

DocuSigned by:
By: D6AEFDA3324F4F9...
Name: Jake Pasternack
Title: Manager

TENANT:

KP, LLC,
a Colorado limited liability company

DocuSigned by:
By: D6AEFDA3324F4F9...
Name: Jake Pasternack
Title: Manager

[Signature Page to Consent to Modification of Leased Premises]

DocuSign Envelope ID: A9365E5F-9516-4864-8A3D-B13A3360ED72

electronic means, each party will endeavor to deliver originals to the other party as promptly as possible after execution.

[*Signature Page Follows*]

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EXHIBIT A

Proposed Modification of Premises

(attached)