

**AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN
ARTIC FOX, LLC v CITY OF MADISON HEIGHTS**

The Parties to the litigation Settlement Agreement dated January 22, 2024 (hereafter "Agreement") between the City of Madison Heights (hereafter "City"), a Michigan Municipal Corporation, whose address is 300 West Thirteen Mile Road, Madison Heights, MI 48071 and Artic Fox, LLC d/b/a JARS Cannabis (hereafter "JARS"), a Michigan-registered Limited Liability Corporation, whose address is 33 Bloomfield Hills Parkway #100, Bloomfield Hills, MI 48304 mutually agree to the following amendments to the terms and conditions of such Agreement:

1. The original text of Section 4(g) shall be deleted in its entirety and replaced as follows:

Per an Amendment to this Agreement executed by the Parties on September 15, 2026, JARS shall make an annual contribution to City of \$5,000.00 that will be dedicated to the police department budget to support public safety within the community. The first \$5,000.00 contribution will be paid to City by JARS before October 30, 2026. Thereafter the above noted public safety contribution payment of \$5,000.00 beginning in 2027 will continue annually through the life of this Agreement payable by JARS to the City on the same date as JARS annual licensing fees are due to City.

2. The changes to the Agreement listed above shall take effect September 15, 2026.
3. This Amendment does not materially alter any of the content or requirements of the Agreement beyond the specific alterations reflected in Section 1 of this Amendment. If the content of Section 4(g) conflicts with other sections of this Agreement, the intent of this Amendment supersedes. Otherwise, all of the original terms and conditions of the original Agreement remain in full effect binding upon both parties.
4. Both Parties have had the opportunity for legal counsel to review this Amendment and mutually agree to such alterations to the original Agreements terms and conditions without threat or coercion.

ADDITIONAL PAGE TO FOLLOW WITH EXECUTING SIGNATURES

IN WITNESS WHEREOF, the Parties execute this Agreement effective September 15, 2026.

CITY OF MADISON HEIGHTS

/s/ _____

BY: Melissa Marsh

ITS: City Manager

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County,
Michigan this _____ day of _____, 2026 by

, Notary Public
State of Michigan, County of _____
My commission expires:

JARS

/s/ _____

BY: *Hani Kassar*

ITS: *member*

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me in Oakland County,
Michigan this 8th day of September, 2026 by

Marwa Fatohi

, Notary Public
State of Michigan, County of *Oakland*
My commission expires: *Feb 27 2030*

