SECOND AMENDMENT to Cloudberry Cannabis Partnership Agreement

The existing Partners of Cloudberry Cannabis (formerly Cloudberry Partners) do hereby agree to the addition of three additional (new) Partners to the Partnership, effective and conditioned upon approval of this change in ownership by AMCO, following which all partners shall be considered to have a 20% ownership interest in the Partnership:

Zachary McGuire
Jennifer Cardona
Luke Stokes

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If and when the change in ownership is approved by AMCO, the existing Partnership Agreement, including the Amendment thereto dated May 25, 2018, is hereby amended to include the following provisions, which shall supersede any provisions of the existing Partnership Agreement and the Amendment thereto:

A) The provisions of the Partnership Agreement relating to the withdrawal, voluntary or involuntary, of a Partner, are amended hereby to clearly reflect the intent of the Partners that the Partnership financial interests and business operations shall not be damaged or impeded by the departure of a Partner.

To that end, it is agreed that no partner may transfer, sell or otherwise convey or legally encumber his/her Partnership interest, to any person or entity, including other Partners. The Partnership will not be bound by any attempted conveyance by a Partner. The rights of a Partner to be compensated for withdrawal from the Partnership, whether voluntary or involuntary, are as set forth herein in the following Paragraph B and C.

B) Any Partner desiring to withdraw from the Partnership shall provide written notice of that intent at least 6 calendar months prior to the withdrawal date (unless the withdrawal is caused by the death or disability of a partner, in which case no notice need be given). If such withdrawal is voluntary or results from the death or (mental or physical) disability of the Partner, the remaining Partners will succeed to all ownership interests of the withdrawing Partner in proportion to their then-existing Partnership ownership interests. The withdrawing Partner shall be compensated for the termination of his/her Partnership interests and rights by payment of 11% of the estimated available earnings distributions from the partnership in each of the 12 calendar months following the notice of intent to withdraw (or death or disability of that partner). Payments owed but not paid timely will carry interest at the rate of 12% per annum until paid. Should more than one partner have his/her partnership terminated under this provision, the partnership shall not be required to commence payments to the second withdrawing partner until 30 days after the first withdrawing partner has been fully paid. Similarly, a third withdrawing partner would not be entitled to payments for termination until 30 days after completion of payments to the second withdrawing partner.

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C) In the event that a Partner is involuntarily terminated from the Partnership for good cause, consisting of 1) breach of fiduciary duty as a Partner, or 2) felony criminal conviction of any kind, the Partnership will pay the terminated Partner the sum of $30,000, payable starting 30 days after the effective date of the termination, in the amount of $2500 each month for 12 months. Payments which are owed but not paid timely will carry interest at the rate of 12% per annum until paid. The remaining Partners will accede to the interest of the terminated Partner in proportion to the their then-existing Partnership ownership interests. However, the right of an involuntarily-terminated partner to payments under this Paragraph are subservient to the rights of partners under Paragraph B: any payments owed to an involuntarily-terminated partners will not commence, or continue to be paid, until the rights of partners under Paragraph B have been fully satisfied.

D) Paragraph 5 of the Partnership Agreement is amended to designate 3307 Spenard Road, Anchorage, Alaska, as the principal office of the Partnership.

E) Paragraph 14 of the Partnership Agreement is hereby deleted and cancelled.

F) Paragraphs 31, 33, 34, 35, 36, 37, 39, 41, and 43 are hereby deleted and cancelled.

G) Paragraph 45 is hereby deleted and cancelled.

H) Paragraph 46(c) is hereby amended to read: " c) to the Partners by first paying to each Partner the amount of his/her Capital Account as shown on the most recent federal tax filing of the Partnership, and any amount remaining after paying such sums shall be divided among the Partners proportionate to their respective ownership interests.

I) Paragraphs 48 and 49 are hereby deleted and cancelled.

J). Paragraph 71 is hereby amended to delete the existing language of Paragraph 71 and to replace it with the following language:

" The partners intend that monthly distributions of estimated available earnings and/or surplus funds shall be made; such distributions shall reflect the time and value of services rendered by each partner to the partnership during that month, including such additional hours as may be credited to a partner for special tasks with the agreement of all partners. All partners are expected to devote such hours to the partnership as are scheduled for him/her to the best of his/her ability insofar as consistent with personal obligations and objectives.

The Partnership will endeavor to have federal income tax reporting reflect the share of taxable income reported on each partner's K-1 reflect the actual proportion of distributions of profits to each partner that were made for the affected year, relative to the total amount of all Partnership distributions. In the event that that is not possible for

that is not possible for any reason, the Partners agree that any Partner whose K-1 reflects a proportionate taxable income greater than the proportion of actual distributions made pursuant to this Paragraph shall be reimbursed by any Partner whose K-1 reflects a taxable income less than the proportion of actual distributions to that Partner pursuant to this Paragraph. In the event of a disagreement about the amount of any such reimbursement between the Partners or any of them, the disputed matter shall be decided by the Certified Public Accountant who prepared the federal income tax return and K-1's. If the Certified Public Accountant is unable or unwilling to act in this capacity, the disputed matter shall by decided by David Shimek, or his designee."

Dated this ____ day of _____, 2025

Lily A. Shimek

Joseph D. Shimek

Zachary McGuire

Jennifer Cardona

Luke Stokes

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THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing

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Department of Commerce, Community, and Economic Development
Division of Corporations, Business and Professional Licensing
Business Licensing Section
Street: 333 Willoughby Avenue, 9th Floor, Juneau, AK 99801
Mail: PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Website: *BusinessLicense.Alaska.Gov*

Business License: Request to Cancel or Inactivate

AS 43.70

This form is ONLY to request the Business Licensing Section to cancel or inactivate an Alaskan business license.

As a result of this filing the below business will cease to exist and will no longer have authority to engage in business activity under AS 43.70 in the State of Alaska.

Online filing is not available for this form. Submit this form by fax or mail. Do not email this form.

Processing Time: Standard processing time from March-September is 10-15 business days. During heavy business license filing seasons, October-February, the processing time will be delayed. Filings are reviewed in date order received. We do not offer expediting services.

No Fee:	☒ No fee is associated with this form.	**$0.00**

1. Business Name: (must match name on business license certificate)

Business License Name: Cloudberry Cannabis

Business License Number *(mandatory)*: 1087372

2. Contact Information: where the Commissioner may mail documents regarding this business.

Name: Lily Shimek

Mailing Address: 6601 Chevigny St

City: Anchorage State: AK Zip Code:

Phone: 907 350 8886

Email: kicker204@live.com

Business Name: (must match name in Item #1 on page 1)

Business Name: Cloudberry Cannabis

3. Reason for Cancellation or Inactivation:

Provide a brief reason why you are requesting cancellation or inactivation of this business prior to its expiration date, for example:

- Going out of business
- Never started business
- Sold business
  (per 12 AAC 12.050, a change in business ownership requires a new business license)
- Changing business name
  (per 12 AAC 12.050, a change in business name requires a new business license)

Reason for cancellation or inactivation: will need to re-license with new partners

4. Signature:

The request to cancel this business license must be signed by the owner of the business.

- If the business is a sole proprietor, then the sole individual owner must sign.
- If the business is a partnership, then one of the owning partners must sign.
- If the business is owned by an entity, then the signer must be on the record with this office as an authorized signer for the owning entity and identify their signing authority, such as: corporation President or LLC member. Example: John Doe, President of owning entity XYZ Incorporated.

By my signature below, I declare under the penalty of perjury that the information provided on the application is true and correct to the best of my knowledge:

Signature of Owner: [signature] **Date:** 4/7/2025

Printed Name of Owner: Lily A. Shimek

Title of Owner: partner

(Provide title based on the type of organization, such as; Sole Proprietor, Partner, or President of <owner entity name>, etc.)

IMPORTANT: Separate notification may be required to notify the Corporations Section and Professional Licensing Section of this Division. For more information, go to:

- www.Corporations.Alaska.Gov
- www.ProfessionalLicense.Alaska.Gov

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