

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (this “**Amendment**”) is made and entered into as of 01/31/2024 (the “**Effective Date**”) by and between the following parties (each, a “**party**”, and collectively, the “**parties**”):

Seller:

Buyer:

REDACTED

WHEREAS, the Seller and the Buyer are parties to that certain ‘Asset Purchase Agreement’ executed by and between Buyer and Seller on **REDACTED** as amended (the “**Purchase Agreement**”) relating to the sale of certain business assets of Seller’s business to Buyer (as more specifically set forth therein and herein, the “**Business**”); and

WHEREAS, the closing of the aforesaid transaction is occurring simultaneously herewith (the “**Closing**”); and

WHEREAS, the parties desire to modify the terms of the Purchase Agreement, as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals; Definitions.** The above definitions, representations, and recitals are true and correct, and are hereby incorporated herein by reference throughout the remainder of this Amendment below. Capitalized terms not expressly defined herein shall have the meanings given to them in the Purchase Agreement.

2. **Document Controlling.** This Amendment shall operate to modify certain provisions of the Purchase Agreement as specifically set forth herein. In the event of a conflict or inconsistency between the provisions of this Amendment and those of the Purchase Agreement, the provisions of this Amendment shall control and govern. All provisions of the Purchase Agreement which are not expressly modified herein shall remain in full force and effect.

3. **Effective Date.** The effective date of the Purchase Agreement is stipulated to be **REDACTED**

4. **Assets.** Section 1.02 of the Purchase Agreement is deleted in its entirety and replaced with the following text:

*“1.02. Purchase and Sale of Assets. On the Closing Date (as defined in Section 2.02(a)), Seller shall sell to Buyer, and Buyer shall purchase from Seller, free and clear of any and all liens, claims, leases (including without limitation equipment leases) and encumbrances of any nature whatsoever (collectively, the “**Liens**”), all of Seller’s right, title, and interest in and to the following assets (the “**Assets**”):*

(a) All items set forth on Exhibit “A”, attached hereto and incorporated herein.

- (b) All Seller's right, title, and interest in the Assumed Contracts, as later defined and described in Section 1.06; and
- (c) All Seller's right, title, and interest in the accounts receivable as prorated pursuant to Section (3.01(g) hereinbelow.

5. **Asset List.** Exhibit "A" as attached to this Amendment shall be considered incorporated into and attached to the Purchase Agreement as an Exhibit "A" thereto, as if originally set forth at length therein.

6. **Removal of Schedules.** All the following schedules which are attached, or were purported to be attached to the Purchase Agreement, as well as any reference therein made to such schedules in the Purchase Agreement, are hereby deleted:

- a. Schedule 1.02(a)
- b. Schedule 1.02(b)
- c. Schedule 1.02(c)
- d. Schedule 1.03
- e. Schedule 1.05

7. **Form of Seller's Service Contracts.** Reference in the Purchase Agreement to the "Forms", as well as "Schedule 1.06", shall refer to and mean, exclusively, the form contract attached hereto and incorporated into this Amendment as Exhibit "B", and such exhibit shall be considered incorporated into and attached to the Purchase Agreement as an Exhibit "B" thereto, as if originally set forth at length therein.

8. **Assumed Contracts.** Section 1.06 of the Purchase Agreement is deleted in its entirety and replaced with the following text:

*"1.06. **Assumed and Excluded Liabilities.** On the Closing Date, Buyer shall assume, become liable for and discharge in accordance with their terms all of the obligations and liabilities under the Assumed Contracts, as later defined, and which by the terms and conditions thereof first arise and are to be paid, discharged, or performed after the Closing Date. All such liabilities are collectively referred to as the "Assumed Liabilities." All other liabilities of Seller continue to be liabilities of Seller and shall be collectively referred to as "Excluded Liabilities." Buyer shall assume all the liabilities that relate to Assumed Contracts as of the date of Closing. The term "Assumed Contracts" shall mean all customer contracts referenced in Exhibit "A"."*

9. **Excluded Assets and Excluded Liabilities.** The parties acknowledge and agree that there are no Excluded Assets or Excluded Liabilities.

10. **Termination.** The paragraph at section 9.15(a)(iv) regarding termination if the Closing does not occur on REDACTED is hereby deleted in its entirety from the Purchase Agreement.

11. **No Default.** The parties acknowledge and agree that neither party is in default under the Purchase Agreement and, if either party has been in default under the Purchase Agreement prior to the execution of this Amendment, such default is hereby expressly and

irrevocably waived.

12. **Counterparts.** This Amendment may be executed in counterparts, including electronic signature copies, each of which shall constitute an original, but when taken together, shall constitute one and the same agreement.

13. **Further Instruments.** Both parties expressly agree that, in the event it is determined that any additional instruments, documents, or agreements are necessary or beneficial in order to carry out the intent of this Amendment, they shall fully and completely cooperate with one another to execute and deliver the same.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Amendment to be executed by their respective duly authorized officers as of the day and year first above written.

SELLER – **REDACTED**

BUYER – **REDACTEDREDACTED**
REDACTED

Signed: **REDACTED** _____

Signed: **REDACTED** _____

Date: **REDACTED** _____

Date: **REDACTED** _____