

AMENDMENT TO ASSET PURCHASE AGREEMENT

This AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Amendment") is made and entered into effective as of September 10, 2020, by and among ____, a ("Seller"), (collectively, "Principals"), and ("Buyer").

RECITALS

WHEREAS, Buyer, Principals, and Seller entered into that certain Asset Purchase Agreement dated __ (the "Agreement").

WHEREAS, Buyer, Principals, and Seller desire to amend the terms of the Agreement as set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the covenants and premises contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Buyer, Principals, and Seller, Buyer, Principals, and Seller agree as follows:

AGREEMENTS

1. Defined Terms. All undefined capitalized terms in this Amendment shall have the same meanings as in the Agreement, unless otherwise defined herein.

2. Closing. Section ____ of the Agreement is hereby added and included in its entirety as follows: _____

(p) any Liabilities of the Seller or Principals associated with the Payroll Protection Program, including but not limited to any loans. Any Payroll Protection Program loan is and shall remain the exclusive obligation of Seller and Principals and is not being assumed by Buyer in this transaction.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronic (email) copies of the signature pages to this Amendment shall be deemed to be originals for all purposes of this Amendment.

4. Effect of Amendment. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement remain in full force and effect, and are hereby ratified and confirmed by Seller, Principals, and Buyer. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Agreement and this Amendment, the terms and provisions of this Amendment shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller, Principals, and Buyer have duly executed this Amendment as of the day and year first written above.

SELLER:.

By_____

Name:

Title: President

BUYER

By_____

Name:

Title: