

{{Replace Section 3 of APA (Payment of Purchase Price) with the following }}

The purchase price (the “Purchase Price”) for the transaction contemplated herein shall be:

- a. **{{PURCHASE PRICE}}** payable as follows: Buyer shall pay Seller **{{ex: twenty}}** monthly installments in the amount of **{{MONTHLY AMOUNT}}**, commencing **{{30}}** days after Closing, with each subsequent installment to be made on the 1st of the month (the “Monthly Payments”); and
- b. Buyer shall issue and deliver to Seller **{{ex: one thousand}}** (**{{ex: 1,000}}**) shares of Buyer’s common stock, par value \$.001 (the “Stock Consideration”), at Closing, representing **{{XX}}**% of the outstanding stock of Buyer on a fully diluted basis post Closing.

In the event Buyer fails to make any Monthly Payment within **{{45}}** days after written notice from Seller that such payment is past due (a “*Payment Default*”), Seller may declare all of the Monthly Payments immediately due and payable upon written notice to Buyer. To secure Buyer’s timely payment of the Monthly Payments and Buyer’s other obligations in this agreement (collectively, the “*Secured Obligations*”), Buyer hereby grants to Seller a continuing first priority lien and security interest (the “*Security Interest*”) in all of Buyer’s right, title and interest in and to the Assets purchased by the Buyer pursuant to this Agreement, and all accessions to and proceeds of such assets (all such assets, collectively, the “*Collateral*”). If a Payment Default has occurred and is continuing or Buyer fails to perform any other Secured Obligation, Seller may exercise all rights and remedies of a secured party under the **{{STATE OF JURISDICTION, ex. “California”}}** Uniform Commercial Code with respect to the Collateral and the Secured Obligations. Until the Monthly Payments are paid in full, Buyer will not transfer the Collateral or create, incur or permit to exist any other lien or security interest on or in the Collateral without Seller’s prior written consent. Upon the written request of Seller, Buyer will promptly deliver such further instruments and documents and take such further action as Seller may reasonably request for the purpose of obtaining or preserving the full benefits of this paragraph and of the rights and powers herein granted, including, without limitation, filing any financing or continuation statements under the UCC with respect to the Security Interest created hereby. Until the Monthly Payments are paid in full, Buyer will provide Seller with at least 30 days’ prior written notice of any change in Buyer’s name, state of incorporation or organization, organizational identification number or place of business.