

BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement (this “*Agreement*”) is made and entered into as of February 23, 2022, by and between SCA of CA, LLC, a Delaware limited liability company (“*Buyer*”), and Contract Sweeping Services, LLC, a California limited liability company (“*Asset Seller*”).

WHEREAS, Buyer, Asset Seller, and West Sweeping Services Holdings, LLC, a Delaware limited liability company, are parties to that certain Asset Purchase and Sale Agreement, dated February 23, 2022 (the “*Purchase Agreement*”), pursuant to which Buyer is purchasing substantially all of the assets of Asset Seller used or held for use in, developed for use in, or necessary for the conduct of the Business; and

WHEREAS, pursuant to the Purchase Agreement, Asset Seller has agreed to assign certain rights and agreements to Buyer, and Buyer has agreed to assume certain obligations of Asset Seller, as set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.
2. Sale and Transfer of Purchased Assets. Effective as of the Closing, Asset Seller hereby sells, assigns, transfers and delivers (the “*Sale*”) to Buyer all of Asset Seller’s right, title and interest in and to all of the Purchased Assets, and only the Purchased Assets, as defined and set forth in the Purchase Agreement, and Buyer hereby accepts such assignment.
3. Assignment and Assumption. Effective as of the Closing, Asset Seller hereby assigns (the “*Assignment*”) to Buyer the Assumed Liabilities, and only the Assumed Liabilities. Buyer hereby accepts such Assignment and assumes and agrees to discharge the Assumed Liabilities, and only the Assumed Liabilities. Buyer assumes no other Liabilities of Asset Seller whatsoever, and the parties hereto agree that Excluded Liabilities shall remain the sole responsibility of Asset Seller.
4. Further Actions. Each of the parties hereto covenants and agrees to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the Sale and the Assignment.
5. Terms of the Purchase Agreement. The scope, nature and extent of the Purchased Assets and Assumed Liabilities are expressly set forth in the Purchase Agreement, including, but not limited to, the parties’ representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and the Assumed Liabilities. Nothing contained herein will itself change, amend, or alter (nor should it be deemed or construed as changing, amending, or altering)

the terms or conditions of the Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. No Third-Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person other than the Parties and their respective successors and assigns, any rights, remedies, liabilities or obligations under or by reason of this Agreement.

7. Applicable Law. All matters relating to or arising out of this Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware (including such Laws related to statutes of limitations), without reference to the choice of law or conflicts of law principles thereof.

8. Jurisdiction; Venue; Service of Process. SUBJECT TO *SECTION 4.8* OF THE PURCHASE AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS AND SUBMITS TO BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF THE STATE OF CALIFORNIA LOCATED IN SANTA CLARA COUNTY (OR, IF SUCH COURTS DECLINE TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY FEDERAL OR STATE COURTS LOCATED IN THE STATE OF CALIFORNIA) FOR ITSELF AND IN RESPECT OF ITS PROPERTY, AND HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO ASSERT THE LACK OF PERSONAL OR SUBJECT MATTER JURISDICTION OR IMPROPER VENUE OR INCONVENIENT FORUM IN CONNECTION WITH ANY SUCH PROCEEDING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE PURCHASE AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY PERSON MAY BRING AN ACTION (A) TO ENFORCE A JUDGMENT OR ORDER FROM A STATE OR FEDERAL COURT SPECIFIED IN THE FIRST SENTENCE OF THIS *SECTION 8* IN ANY COURT WITH JURISDICTION OVER THE PERSON AGAINST WHOM SUCH JUDGMENT OR ORDER IS BEING ENFORCED AND (B) FOR SPECIFIC PERFORMANCE OR INJUNCTIVE RELIEF IN ANY COURT WITH JURISDICTION OVER THE PERSON AGAINST WHOM SUCH EQUITABLE RELIEF IS SOUGHT.

9. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO JURY TRIAL OF ANY PROCEEDING (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE (INCLUDING, FOR THE AVOIDANCE OF DOUBT, IN ANY PROCEEDING SEEKING EQUITABLE RELIEF). EACH OF THE PARTIES HEREBY AGREES AND

CONSENTS THAT ANY SUCH PROCEEDING SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10. Counterparts. This Agreement may be executed and delivered by Electronic Delivery.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment Agreement as of the date first written above.

ASSET SELLER:

CONTRACT SWEEPING SERVICES, LLC, a California limited liability company

By: Manvendra S Saxena
Name: Manvendra S. Saxena
Title: President/Chief Executive Officer

BUYER:

SCA OF CA, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment Agreement as of the date first written above.


ASSET SELLER:

CONTRACT SWEEPING SERVICES, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

BUYER:

SCA OF CA, LLC, a Delaware limited liability company

By:  _____
Name: Christopher M. Valerian
Title: President