

BILL OF SALE

THIS BILL OF SALE is made by Pinnacle Security, Inc., a Louisiana corporation (“**PSI**”), and Pinnacle Security, Inc., a Georgia corporation, formerly known as Paradigm Security Services, Inc. (“**PSS**”) (PSI and PSS collectively, “**Seller**”), in favor of Universal Protection Service, LLC, a Delaware limited liability company, d/b/a “**AlliedUniversal**” (together with its successors and assigns, “**Buyer**”), as of January 10, 2025. Seller and Buyer are collectively referenced herein as the “**Parties**”.

WHEREAS, Seller, Buyer and Chad Perez, being the owner of all of the issued and outstanding capital stock of PSI, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Buyer is purchasing the Assets from Seller; and

WHEREAS, the execution and delivery by Seller of this Bill of Sale is required by Section 2.07(a)(ii) of the Purchase Agreement.

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. Definitions. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. Sale and Transfer of Assets. Effective as of the Effective Time, Seller hereby sells, conveys, assigns, transfers, grants and delivers to Buyer, to have and to hold forever, and Buyer hereby accepts from Seller, all of Seller’s right, title and interest in and to all of the Assets, including, without limitation, the Books and Records. Notwithstanding the foregoing, the Excluded Assets will remain the property of Seller after the Effective Date.

3. Terms of the Purchase Agreement. Notwithstanding anything to the contrary herein, the terms of this Bill of Sale are subject to the terms, conditions and limitations set forth in the Purchase Agreement, and nothing contained in this Bill of Sale will be deemed to supersede, modify, limit or amend any of the rights, duties or obligations of Buyer, Seller or any other Person under the Purchase Agreement. This Bill of Sale is intended only to further effect the transfer of the Assets to Purchaser, as contemplated by the terms of the Purchase Agreement. 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.

4. Governing Law. This Bill of Sale shall be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to its conflicts or choice of Law principles. Subject to Section 8.04 of the Purchase Agreement, each Party hereby irrevocably consents and submits to the jurisdiction of any Delaware Chancery or federal court located in the State of Delaware, regarding any legal action, equitable suit or other proceeding arising out of or related to this Bill of Sale or the relationship between the Parties created hereby or thereby.

5. Amendment. This Bill of Sale shall not be amended or modified except with the express written consent of the Parties hereto.

6. Successors and Assigns. Except as otherwise provided in this Bill of Sale, the rights and obligations of the Parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and Representatives.

7. Third-Party Beneficiaries. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to create any third-party beneficiaries.

8. Further Assurances. Seller hereby covenants and agrees to cooperate and cause its affiliates to cooperate with Buyer from time to time on or after the date of this Bill of Sale, upon written request of Buyer, without further consideration, to take all actions and to execute and deliver all other documents and instruments reasonably necessary or appropriate to fully evidence, vest, perfect and confirm, document, record and carry out the contribution, sale, assignment, transfer and delivery of the Assets contemplated by the Purchase Agreement and this Bill of Sale and Buyer's ownership of all rights, title and interests therein, and any costs or expenses resulting from the foregoing shall be paid equally by Buyer and Seller.

9. Facsimile or Scanned Signature. This Bill of Sale may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the date first written above.

PINNACLE SECURITY, INC.,
a Louisiana corporation

By: 
Name: Chad Perez
Its: President and CEO

PINNACLE SECURITY, INC.,
a Georgia corporation

By: 
Name: Chad Perez
Its: President and CEO