

## AMENDMENT TO ASSET PURCHASE AGREEMENT

This AMENDMENT (this "**Agreement**") by and between CITY OF DICKINSON, a political subdivision, and STARK COUNTY, a political subdivision, (collectively the "**Buyer**"), and DICKINSON AREA AMBULANCE SERVICE, INC., a North Dakota corporation; (the "**Seller**"), BARRET WICKLUND, (the "**Seller's Shareholder**"), takes effect on June \_\_\_\_\_, 2025 (the "**Effective Date**"). Buyer, Seller, and Seller's Shareholder are referred to collectively as the "**Parties**."

### RECITALS

- A. That the Parties executed an Asset Purchase Agreement ("Agreement") on September 17, 2024.
- B. That Schedule 1(a)(ii) of the Agreement provided the following specific assets would be transferred to Buyer at Closing:
- 2022 Ford-Horton (52K miles) (remount) \$175,000.00
  - 2021 Ford-Horton (92k miles) (remount) \$130,000.00
  - 2019 Ford-Horton (133k miles) \$80,000.00
  - 2014 Ford-AEV (195k miles) \$28,000.00
  - 2008 GMC Yukon K1500 1 \$12,000.00
- C. That the 2019 Ford E450 Horton #Unit 6343 (VIN #1FDEX4FSXKDC46920) (hereinafter referred to as "the Damaged Ambulance") was damaged prior to Closing, and Buyer sent the asset to a local body repair shop to have the asset repaired prior to Closing.
- D. That as of Closing, the repairs to the Damaged Ambulance have not been completed.
- E. That the Agreement has the following provisions:

"**Material Adverse Effect**" means a material adverse change in the business, financial condition or prospects of the Acquired Assets, the Fixed Assets or the Business, taken as a whole.

4.12 **Changes.** As of the date of this Agreement and as of the Closing Date, there have not been and will not be:

- (a) Any adverse material change or threatened material adverse change in the financial condition, results of operations, business, business organization or personnel of the Company or in the relationships of the Company with suppliers, customers, or others, other than changes occurring in the ordinary course of business;
- (b) Any sale or other disposition of any asset owned by Seller after the Effective Date outside of the ordinary course of business;
- (c) Any material damage, material destruction, material loss or other material change (whether or not insured) materially and adversely affecting the

property, assets (including the Acquired Assets), business, prospects, operations, liabilities, earnings or condition (financial or otherwise) of the Business;

- (d) Any bonus or increase in the compensation, outside the normal course of business, payable or to become payable by Seller to any Business Employee;
- (e) Any distribution of any assets of Seller to Seller's Shareholder outside the ordinary course of business; or
- (f) To Seller's knowledge, any other event or condition of any character that has a Material Adverse Effect on the financial condition, results of operations or business assets or prospects of the Business.

4.15 **Absence of Changes.** As of the Closing Date, there will not have been (i) any material adverse change in the financial condition, assets, liabilities, business or properties of Seller, (ii) any material damage to, material destruction of or material loss of property, whether or not covered by insurance, adversely affecting the Business or the Acquired Assets, (iii) any transaction not in the ordinary course of business, or (v) any amendment or termination of any contracts which adversely affects the Business or the Acquired Assets.

4.16 **Conduct of the Business.** For the period commencing on the date hereof and ending on the Closing Date, the Seller shall, except as expressly required or expressly provided for hereby and except as otherwise consented to in advance in writing by Buyer:

- (a) conduct the Business only in the ordinary course of business, consistent with the Seller's past practices (the "Ordinary Course"), and not engage in any new line of business or enter into any agreement, transaction or activity, except those in the Ordinary Course and not otherwise prohibited under this Agreement;
- (b) use its commercially reasonable efforts to preserve intact Seller's goodwill and business organization, preserve Seller's relationships and goodwill with customers, distributors, suppliers, employees and other Persons having business relations with it, in each case in the Ordinary Course;
- (c) maintain in existing condition and repair all equipment and other tangible personal property;
- (d) except in the Ordinary Course, not (i) sell or transfer any material asset of Seller, (ii) create, incur or assume any indebtedness secured by any asset of Seller, (iii) grant, create, incur or suffer to exist any encumbrance on any asset of Seller, (iv) incur any Liability (including the guaranty of a Liability or obligation of any other Person), (v) write-down the value of any asset or investment on the books or records of Seller, except for depreciation and amortization, (vi) enter into any material contract;

- (e) maintain supplies at levels that are in the Ordinary Course;
- (f) perform in all material respects all of its obligations under, and not default or suffer to exist any event or condition that with notice or lapse of time or both could constitute a default under, and not enter into, assume or amend any contract; and
- (g) maintain in full force and effect and in the same amounts policies of insurance comparable in amount and scope of coverage to that now maintained by or on behalf of Seller.

D. That Parties desire to amend the Agreement to address the damage to the Damaged Ambulance that occurred prior to Closing.

### AGREEMENT

In consideration of the above recitals and the promises set forth in this Amendment, the Parties agree to amend the Asset Purchase Agreement as follows:

1. Seller shall be responsible for all costs associated with the repair of the Damaged Ambulance. The estimated cost of repair is \$17,760.19. It is expressly understood between the Parties that should the repair costs exceed this initial estimate, Seller shall be responsible for any additional repair costs.

2. Seller shall ensure that payment for the repairs costs are promptly remitted to the repair shop within thirty (30) days of invoicing.

3. All the remaining terms and conditions of the Agreement are herein ratified and remain in full force and effect.

The Parties have executed this Agreement as of the date first above written.

**BUYER:**

CITY OF DICKINSON

By \_\_\_\_\_  
Scott Decker  
Its President of Board of City  
Commissioners

STARK COUNTY

By  \_\_\_\_\_  
Neal Messer  
Its President of Board of County  
Commissioners

**SELLER:**

DICKINSON AMBULANCE SERVICE,  
INC.

By Barret J. Wicklund  
Barret J. Wicklund  
Its President

**SELLER'S SHAREHOLDER:**

Barret J. Wicklund  
Barret J. Wicklund