

FIRST AMENDMENT TO THE TOW MANAGEMENT SERVICES AND SOFTWARE-AS-A- INTEGRATION AND RECONCILIATION AGREEMENT

This First Amendment to the Tow Management Services and Software-as-a-Service Integration and Reconciliation Agreement (this “**First Amendment**”) is entered into by and between **John W. Mina, in his official capacity as Sheriff of Orange County, Florida (“SHERIFF” or “OCSO”)**, and **Rotazio, Inc., d/b/a TowPro, (“TowPro” or “VENDOR”)** (each a “**Party**” and collectively the “**Parties**”).

RECITALS

The Parties entered into that certain Tow Management Services and Software-as-a-Service Integration and Reconciliation Agreement, effective as of September 4, 2026, the date of execution by the last signing Party (the “Existing Agreement”).

Section 5.1 (Administrative Fee) of the Existing Agreement currently states an Administrative Fee of \$27.50 shall be charged to the Provider for each vehicle towed.

The Administrative Fee set forth in the Existing Agreement does not reflect the fee to which the Parties truly agreed, which, as captured in VENDOR’s response to Orange County Sheriff’s Office Request for Solicitation (RFP) #219-25 — a document incorporated into the Existing Agreement under Sections 1.1 and 1.3 — is \$15.00 charged to the Provider for each vehicle towed.

The Parties desire to amend Section 5.1 of the Existing Agreement to correct the stated Administrative Fee from \$27.50 to \$15.00 so that it reflects the true agreement of the Parties.

Pursuant to Sections 1.4 and 24.4 of the Existing Agreement, no change or modification to the Existing Agreement has any force or effect unless reduced to writing, dated, made part of the Existing Agreement, and executed in the same manner as the Existing Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and the mutual covenants set forth in the Existing Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendment to Section 5.1 (Administrative Fee)

As of the Effective Date (defined below), Section 5.1 of the Existing Agreement is hereby amended by deleting the amount “\$27.50” where it appears in the first sentence and substituting in lieu thereof the amount “\$15.00,” so that the first sentence of Section 5.1 reads in its entirety as follows:

5.1 Administrative Fee. VENDOR shall receive payment based upon an Administrative Fee of \$15.00 charged to the Provider for each vehicle towed, unless the vehicle is otherwise exempted under Section 5.2. OCSO shall support all reasonable efforts by VENDOR to ensure that Providers shall remit the Administrative Fee properly charged to VENDOR within the first ten (10) days of each month, through the Automated Clearinghouse (ACH) system.

3. Date of Effectiveness; Limited Effect

This Amendment is effective as of September 4, 2026, the Effective Date of the Existing Agreement (the "Effective Date"). The Parties intend this Amendment to correct the Administrative Fee stated in Section 5.1 to reflect the fee to which they agreed as of the Effective Date of the Existing Agreement.

Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import shall mean and be a reference to the Existing Agreement as amended by this First Amendment.

4. Miscellaneous

This First Amendment is governed by, and construed in accordance with, the laws of the State of Florida, without regard to conflicts-of-laws principles, and is subject to the venue and dispute-resolution provisions of Section 22 of the Existing Agreement.

This First Amendment shall inure to the benefit of and be binding upon each of the Parties and their respective permitted successors and permitted assigns.

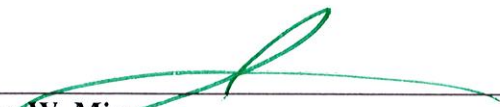
The headings in this First Amendment are for reference only and do not affect its interpretation.

This First Amendment may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. Delivery of an executed counterpart of this First Amendment electronically is effective as delivery of an original executed counterpart.

The undersigned Parties agree to the terms and conditions set forth above.

*[BALANCE OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW]*

SHERIFF'S OFFICE OF ORANGE
COUNTY, FLORIDA


John W. Mina
as Sheriff of Orange County, Florida

10-15-26
Date

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY,
FLORIDA.

APPROVED AS TO FORM AND
LEGALITY

THIS 15th DAY OF October
2026.


Assistant or General Counsel
Orange County Sheriff's Office

ROTAZIO, INC., D/B/A TOWPRO


Julie Edwards
Owner

Date