

**FOURTH AMENDMENT TO  
MASTER PROFESSIONAL SERVICES AGREEMENT**

This Fourth Amendment to the Master Professional Services Agreement (this “**Fourth Amendment**”), is made effective as of this September 30, 2020 (“**Fourth Amendment Effective Date**”), by and between V Group, Inc. located at 379 Princeton Hightstown Road, Building 3, Suite 2A, Cranbury, New Jersey 08512 (“Consultant”), and J. Knipper and Company, Inc., located at One Healthcare Way, Lakewood, New Jersey 08701 (“Knipper”).

**RECITALS**

**WHEREAS**, Consultant and Knipper have entered into that certain Master Professional Services Agreement dated October 3, 2016; as amended by the First Amendment dated October 2, 2017, by the Second Amendment dated October 2, 2018, and by the Third Amendment dated October 2, 2019 (collectively the “**Agreement**”), pursuant to which Consultant has been providing professional services to Knipper subject to the terms and conditions therein; and

**WHEREAS**, Consultant and Knipper desire to further amend the Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth below, the parties agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. For clarity, the term “Agreement” as used in the Agreement and herein shall mean the Agreement as amended hereby.
2. The Agreement is hereby amended as follows:
  - 5.1 Term. This section is hereby amended to extend the term of the Agreement to October 2, 2021.
3. No Other Variation. Except as expressly provided in this Amendment, all the terms, conditions and provisions of the Agreement (including the rights, duties, liabilities and obligations of the parties thereunder) remain in full force and effect, and shall apply to the construction of this Amendment.
4. Governing Law. New Jersey
5. Entire Agreement. This Amendment and the Agreement, including their respective Attachments, constitute the entire agreement between the parties relating to the subject matter hereof and thereof, and may not be varied except in writing signed by a duly authorized representative of each party.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties have caused their respective duly authorized representatives to execute this Agreement effective as of the Effective Date.

**J. KNIPPER AND COMPANY, INC.**

**V GROUP, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_