

CONTRACT MODIFICATION

1. CONTRACT NO: 200839	2. CONTRACT MODIFICATION NO: 15	3. EFFECTIVE DATE OF C.M. See Block 9. below	4. CONTRACTOR NAME: 22nd Century Technologies, Inc.
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5. AGREEMENT TO MODIFY CONTRACT:

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6.AMOUNT OF THIS CONTRACT MODIFICATION:	\$ 2,779,064.00	INCREASE
PRIOR TOTAL PRICE:	NOT TO EXCEED	\$ 10,960,258.34
NEW TOTAL PRICE:	NOT TO EXCEED	\$ 13,739,322.34

7. TERM OR PERIOD OF PERFORMANCE:	12 MONTH	INCREASE
PRIOR TERM:	June 22, 2025	
NEW TERM:	June 22, 2026	

8.CONTRACTOR'S EXECUTION:

Name & Title: [CONTRACTOR IS NOT REQUIRED TO SIGN] Signature: _____ Date Executed: _____
(Print or type)

9.CONTRACTING OFFICER'S EXECUTION:

Name & Title: Anita Deibert, Procurement Manager

E-SIGNED by Anita Deibert
Signature: on 2025-06-20 15:02:16 CDT
Date Executed: June 20, 2025

10. DESCRIPTION OF CONTRACT MODIFICATION:

This contract modification is made in accordance with Exhibit E-Revised-1, Contractual Terms and Conditions, Section 4. OPTION TO EXTEND CONTRACT TERM, to be made part of hereof for all pertinent purposes. The changes are as follows:

1. This modification exercises Option Period 2 (Contract Year 4) at the pricing reflected in Exhibit-A-1-Revised-14, all items of Section 7.D.
2. The contract term is hereby extended to June 22, 2026.

For and in consideration of the amount stated above, which is the final contract modification amount agreed to by both parties, the receipt of and sufficiency of which is hereby acknowledged and confessed. The contractor has released, acquitted, and forever discharged and by the presents does for itself, its successors and assigns release, acquit and forever discharge Capital Metropolitan Transportation Authority (Capital Metro) from and against any claims, debts, demands, or cause of action which the contractor has or may have had a result of furnishing labor, supplies, or materials for the change orders stated above. This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.

END OF MODIFICATION