

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): February 12, 2021

**DATA STORAGE CORPORATION**

(Exact name of registrant as specified in its charter)

(Former Name of Registrant)

**Nevada**

(State or Other Jurisdiction  
of Incorporation)

**00135384**

(Commission File Number)

**98-0530147**

(IRS Employer  
Identification Number)

**48 South Service Road  
Melville, New York 11747**

(Address of principal executive offices) (zip code)

**212-564-4922**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act: None

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01 Entry into a Material Definitive Agreement**

On February 12, 2021, Data Storage Corporation (the "Company") entered into an Amendment (the "Amendment") to that certain Agreement and Plan of Merger ("Merger Agreement") by and among the Company, the Company's wholly-owned subsidiary Data Storage FL, LLC, Flagship Solutions, LLC ("Flagship") and the owners of the issued and outstanding equity interests in Flagship to clarify that in the event that Flagship's valuation, as calculated based on its 2020 Audit, is less than \$10,500,000, the Company will pay the Flagship equity holders, in shares of the Company's common stock, the amount by which Flagship's valuation as calculated based on its 2019, 2020 and 2021 Audit (subject to a maximum valuation of \$10,500,000), exceeds the sum of \$5,550,000 and the shares of merger consideration to be paid to the equity holders at the closing of the merger.

The foregoing description of the terms of the Merger Agreement, as amended, is qualified in its entirety by reference to the provisions of such Merger Agreement and Amendment, which are attached hereto as Exhibits 10.1 and 10.2, and incorporated herein by reference.

Exhibit No. Description of Exhibit

10.1	<a href="#">Agreement and Plan of Merger by and between Data Storage Corporation, Data Storage FL, LLC, Flagship Solutions, LLC, and the owners of Equity Interests (as defined therein) dated February 4, 2021 (Incorporated herein by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K as filed with the Securities and Exchange Commission on February 10, 2021 (File Number 001-35384))</a>
10.2	<a href="#">Amendment, dated February 12, 2021, to the Agreement and Plan of Merger by and between Data Storage Corporation, Data Storage FL, LLC, Flagship Solutions, LLC, and the owners of Equity Interests (as defined therein) dated February 4, 2021</a>

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 16, 2021

**DATA STORAGE CORPORATION**

By: /s/ Charles M. Piluso  
Charles M. Piluso  
Chief Executive Officer

**AMENDMENT TO  
AGREEMENT AND PLAN OF MERGER**

This **AMENDMENT** (the "**Amendment**") is made and entered into as of the 12<sup>th</sup> day of February, 2021, to the Agreement and Plan of Merger, dated as of February 4, 2021 (the "**Merger Agreement**"), by and among Data Storage Corporation, a Nevada corporation (the "**Purchaser**"), Data Storage FL, LLC, a Florida limited liability company ("**Merger Sub**"), Flagship Solutions, LLC, a Florida limited liability company (the "**Company**"), and the members of the Company listed on Schedule A thereto (the "**Equityholders**"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Agreement.

**WHEREAS**, Section 1.6(b) of the Merger Agreement provides that the Company Valuation shall be calculated based on Schedule C to the Merger Agreement; and

**WHEREAS**, the parties desire to amend Section 1.6(b) of the Merger Agreement to include therein the specific language of said Schedule C;

**NOW, THEREFORE**, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The first sentence of Section 1.6(b) of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

"In the event that the Company Valuation, calculated based on the 2020 Audit, Schedules B and C hereto and the other provisions of this Agreement, is less than ten million five hundred thousand dollars (\$10,500,000), then, within fifteen (15) days after completion of the audit of the Company's financial statements for its 2019, 2020 and 2021 fiscal years (the "2021 Audit"), the Purchaser shall pay to the Equityholders in additional shares of Purchaser Stock, the amount by which the Company Valuation, calculated based on: (1) the 2021 Audit, (2) Schedules B and C hereto, and (3) the other provisions of this Agreement (up to a maximum of \$10,500,000), exceeds the sum of: (i) five million five hundred fifty thousand dollars (\$5,550,000); plus (ii) the amount of Closing Shares Merger Consideration paid to the Equityholders pursuant to Section 1.6(a)(ii) (the "Post-Closing Shares Merger Consideration"). Notwithstanding anything to the contrary in the foregoing, if the Post-Closing Shares Merger Consideration is disputed by the parties as provided in Section 1.6(d), then the Post-Closing Shares Merger Consideration shall be paid by the Purchaser to the Equityholders within fifteen (15) days after determination of the Final Post-Closing Shares Merger Consideration pursuant to Section 1.6(d)."

2. The Merger Agreement, as amended by this Amendment, contains the entire agreement between the parties hereto and there are no agreements, warranties or representations which are not set forth therein or herein. This Amendment may not be modified or amended except by an instrument in writing duly signed by or on behalf of the parties hereto.
3. This Amendment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the day and year first above written.

**THE PURCHASER:**

**DATA STORAGE CORPORATION**

By: /s/ Charles M. Piluso  
Name: Charles M. Piluso  
Title: Chief Executive Officer

**THE COMPANY:**

**FLAGSHIP SOLUTIONS, LLC**

By: /s/ Mark Wyllie  
Name: Mark Wyllie  
Title: Chief Executive Officer

**MERGER SUB:**

**DATA STORAGE FL, LLC**

By: /s/ Charles M. Piluso  
Name: Charles M. Piluso  
Title: Chief Executive Officer

**THE EQUITYHOLDERS:**

/s/ Mark Wyllie  
Mark Wyllie

/s/ Edwin Janeczek  
Edwin Janeczek

/s/ Douglas Paton  
Douglas Paton

/s/ Edgard Lopez  
Edgard Lopez

/s/ Thomas Mitchell  
Thomas Mitchell