

CONSENT TO ASSIGNMENT OF CONTRACT

This is a **CONSENT TO ASSIGNMENT OF CONTRACT** for Security Guard Services, entered into on _____, 2016, among:

CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida ("**City**")

and

NAVARRO SECURITY GROUP, INC.,
a Florida corporation ("**Assignor**")

and

RAVEN PROTECTION SERVICES INC.,
a Florida corporation ("**Assignee**")

WHEREAS, the City of Fort Lauderdale, ("**City**"), and Navarro Security Group, Inc. ("**Assignor**") entered into an agreement for Security Guard Services, Contract No. 565-11664, dated January 5th, 2016, ("**Contract**") attached hereto and incorporated herein; and

WHEREAS, Raven Protection Services Inc., a Florida corporation, ("**Assignee**"), has purchased the Navarro Security Group, Inc. via a purchase acquisition of same; and

WHEREAS, Assignor wishes to assign their contract for City Security Guard Services to Assignee;

NOW THEREFORE, In consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this Consent to Assignment of Contract.
2. City does hereby consent to an Assignment of the Contract from Assignor to Assignee.
3. Assignor and Assignee acknowledge and agree that the Contract shall control, and Assignee assumes and agrees to perform all of the Assignor's duties, obligations, and responsibilities under the Contract despite any provision which is or may appear to be contrary in the assignment between Assignor and Assignee.
4. By the consent and approval contained in this document, City relies upon the representations of Assignor and Assignee that no other person, natural, corporate or otherwise, will be adversely affected by the consent and approval contained in this document. In the event of a claim by any such third person that City's Consent to Assignment of Contract adversely

affects any such person, Assignee agrees to indemnify and hold harmless City completely from any such claim and shall provide City a complete legal defense for any such claim, at no cost or expense whatsoever to City.

5. The Assignor understands and agrees that its obligations under the Contract continue and do not expire or terminate as a result of this Consent.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

THE CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida

By: _____
Lee R. Feldman, City Manager

(CORPORATE SEAL)

ATTEST:

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM

Assistant City Attorney

[Signatures continue on following page]

ASSIGNOR:

WITNESSES:

NAVARRO SECURITY GROUP, INC., a Florida corporation

Witness
Print Name:_____

By: _____
Joseph M. Dibbs, CEO

Witness
Print Name:_____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Joseph A. Dibbs as CEO of Navarro Security Group, Inc., a Florida corporation. He () is personally known to me or () produced _____ as identification.

(SEAL)

NOTARY PUBLIC, State of Florida

Print Name
My Commission expires:_____
Serial No.:_____

[Signatures continue on following page]

ASSIGNEE:

WITNESSES:

RAVEN PROTECTION SERVICES INC.,
a Florida corporation

Witness
Print Name: _____

By: _____
Lori-Ann A. Rhone, Director

Witness
Print Name: _____

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Lori-Ann A. Rhone as Director for Raven Protection Services Inc., a Florida corporation. She () is personally known to me or () produced _____ as identification.

NOTARY PUBLIC, State of Florida

Print Name
My Commission expires: _____
Serial No.: _____

(SEAL)