

ASSIGNMENT AND ASSUMPTION OF THE AGREEMENT
BY AND BETWEEN
SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
STROBES-R-US, INC.
AND
SPARTAN UPFIT SERVICES, INC.

This Assignment and Assumption of the Agreement is made and entered this ¹⁵ day of December, 2018, by and between **SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY** (hereinafter referred to as "**SHERIFF**"), **STROBES-R-US, INC.** a Florida Corporation, with a principal place of business located at 2681 Hammondville Road, Pompano Beach, Florida 33069 ("**ASSIGNOR**"), and **SPARTAN UPFIT SERVICES, INC.**, a foreign corporation authorized to do business in Florida with its principal place of business at 1541 Reynolds Road, Charlotte, MI 48813 ("**ASSIGNEE**").

WITNESSETH:

WHEREAS, on or about May 7, 2018, SHERIFF entered into an agreement with ASSIGNOR for installation and/or repair of Vehicle Emergency Equipment for Public Safety Vehicles ("Agreement");

WHEREAS, ASSIGNEE, has acquired and assumed, or will acquire and assume, the ASSIGNOR'S business interests, rights and responsibilities under the Agreement and/or otherwise accepted the assignment of the Agreement from ASSIGNOR;

WHEREAS, SHERIFF will consent to such assignment and assumption upon the terms and conditions herein;

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. ASSIGNOR hereby grants, bargains, sells, conveys, transfers, assigns, and sets over its entire rights, and delegates its entire obligations under the Agreement to ASSIGNEE.
3. ASSIGNEE hereby accepts the assignment and/or assumption of the Agreement from ASSIGNOR and acknowledges and represents to SHERIFF that it will abide by and assume each and every term, obligation and condition of the Agreement, including, but not limited to, each and every responsibility, duty and obligation of ASSIGNOR set forth in the Agreement, on or subsequent to the date of this assignment and assumption of the Agreement.
4. ASSIGNOR hereby directs SHERIFF to pay ASSIGNEE directly any currently unpaid consideration and all future consideration as identified in the Agreement and

ASSIGNOR waives its claims thereto. ASSIGNOR continually guarantees the full performance of the Agreement by ASSIGNEE during the duration of the Agreement.

5. Effective as of the full execution of this assignment and assumption of the Agreement, all Parties: (a) irrevocably consent to the assignment, delegation and transfer by the ASSIGNOR to the ASSIGNEE of all of its rights, duties and obligations arising; (b) hereby confirm that all the terms and provisions of the Agreement shall remain in full force and effect unmodified and all such terms and provisions are hereby ratified and confirmed in their entirety; and (c) represent and warrant that, as of the date hereof, there is no known breach, violation or default of the Agreement by any party thereto. Following the full execution of this assignment and assumption of the Agreement, all references in the Agreement to the ASSIGNOR shall be deemed to be references to the ASSIGNEE.
6. All parties acknowledge that the full execution of this assignment and assumption of the Agreement will not: (a) constitute a default, breach, termination event, or violation of any obligation under the Agreement, (b) result in the termination or rescission of the Agreement or the acceleration or release of any rights or obligations under the Agreement, or (c) cause any Party or any other person or entity to incur any liquidated, consequential, incidental, or other damages.
7. This assignment and assumption of the Agreement, and the SHERIFF'S consent to the same, shall be governed by the laws of the State of Florida and is contingent upon ASSIGNEE providing the proper evidence of insurance called for in SECTION XIV of the Agreement. The Parties agree that all Parties' and their respective affiliates, successors, and assigns, and any other third party may rely on this assignment and assumption of the Agreement and SHERIFF'S consent of the same for any lawful purpose. This assignment and assumption of the Agreement shall inure to the benefit of the Parties, and their respective affiliates, successors, and assigns.
8. All notices to ASSIGNEE as provided in SECTION XXXV of the Agreement shall be sent to ASSIGNEE at the following mailing address:

SPARTAN UPFIT SERVICES, INC.
1541 Reynolds Road
Charlotte, MI 48813
Attn: Ryan L. Roney
9. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this assignment and assumption of the Agreement, the terms of this assignment and assumption of the Agreement shall govern.
10. The individuals executing this assignment and assumption of the Agreement on behalf of ASSIGNOR, the ASSIGNEE and SHERIFF represent that they have full authority to execute this document on behalf of the entity for which they represent.

11. The Parties agree for purposes of this assignment and assumption of the Agreement, it may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this document as to the Parties and may be used in lieu of the original signatures for all purposes. Signatures of the Parties transmitted by facsimile or e-signatures shall be deemed to be their original signatures for all purposes.

ASSIGNMENT AND ASSUMPTION OF THE AGREEMENT BY AND BETWEEN SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY STROBES-R-US, INC. AND SPARTAN UPFIT SERVICES, INC.

IN WITNESS WHEREOF, the Parties execute this assignment and assumption of the Agreement on the date(s) set forth below:

STROBES-R-US, INC. (ASSIGNOR)
FEI# 20-2790506

By: Tomer R Hanina
Title: President

Date: 12-12-18

Signature: [Signature]

SPARTAN UPFIT SERVICES, INC. (ASSIGNEE)
FEI # 35-2646349

By: Ryan L. Roney
Title: Secretary

Date: 12-12-18

Signature: [Signature]

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY

By: [Signature]
Colonel Tom Harrington
Executive Director-Department of Administration

Date: 12/15/2018 | 10:56 AM EST

Approved as to form and legal sufficiency
subject to execution by the parties:

By: [Signature]
Ronald M. Gunzburger
General Counsel/Executive Director

Date: 12/15/2018 | 10:35 AM EST