

ASSIGNMENT, CONSENT AND AMENDMENT

This Assignment, Consent and Amendment (this "Consent") is entered into as of August 7th, 2018, by and among Metroplex Control Systems, Inc. and ISI Controls, Ltd. each a/k/a Argyle Security Group (collectively with its parent and subsidiaries, "Argyle"), and Corrections Technology Group, LLC. ("CTG"), and Nevada County Sheriff's Office ("Nevada County").

RECITALS

A. Nevada County and Argyle have entered into a Service Agreement authorized by Resolution 15-506 dated November 10, 2015 (the "Agreement"), pursuant to which Argyle agreed to provide maintenance and repair services at the County's detention facilities.

B. As result of Argyle being no longer able to fulfill its obligations under the Agreement, Argyle and CTG desire, in connection with the Agreement, to have Argyle assign to CTG all of Argyle's rights and obligations under the Agreement, and to have CTG assume such rights and obligations, and Nevada County wishes to consent to such assignment and assumption.

C. As part of such assignment and assumption, the parties wish to amend the Agreement under the terms and conditions hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **Continuation of Provisions.** Except as expressly set forth herein, all other terms and conditions of the Agreement will remain in full force and effect.
2. **Assignment and Assumption.**
 - a. **Assignment.** Argyle hereby assigns and transfers over to CTG all right, title, and interest in and to the Agreement and CTG hereby accepts such assignment and transfer.
 - b. **Assumption.** CTG hereby agrees to be bound by all the terms of, and to undertake and perform all the obligations of Argyle contained in, the Agreement that require performance after August 10th, 2018. Any changes to the scope of work under the Agreement shall be agreed to by CTG and Nevada County without the need to obtain consent from Argyle.

- c. Consent. Nevada County Sheriff's Office hereby consents and agrees to the assignment to CTG by Argyle of all of Argyle's rights and obligations under the Agreement and to the substitution of CTG for Argyle as a party to the Agreement. Nevada County Sheriff's Office specifically agrees that Argyle's assignment of its rights and obligations under the Agreement to CTG will not constitute a default under the Agreement or permit cancellation of the Agreement by Nevada County. Nevada County acknowledges and agrees that, as of the Effective Date, neither Nevada County nor Argyle is in default of any of its obligations under the Agreement and Nevada County is not aware of any fact or circumstance that is reasonably likely to give rise to a default by CTG under the Agreement.

3. **Amendment**. Notwithstanding anything contained in the Agreement to the contrary, all notices to Contractor shall be sent to:

Corrections Technology Group, LLC.
Attention: Bob Ellis, Managing Member
6455 W. Harbor Drive

Coeur d'Alene, ID 83814 (509) 991-2815

4. **General**.

- a. Effective Date. This Consent shall become effective immediately upon the signature of the document by all parties.
- b. Entire Agreement. The Agreement, as amended by this Consent, constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous proposals and understandings, oral and written, relating to the subject matter contained therein.
- c. Counterparts. The parties may execute this Consent in two or more counterparts (no one of which need contain the signatures of all parties), each of which will be an original and all of which together will constitute one and the same instrument. Facsimile, "pdf" and other electronic signatures shall be deemed to be and shall be treated for all purposes as original signature pages.

IN WITNESS WHEREOF, the parties have executed this Consent by their duly authorized representatives as of the date first written above.

Argyle Security Group

By: _____

Its: _____

Corrections Technology Group LLC

By: Robert A. Ellis

Its: General Manager

COUNTY OF NEVADA:

Honorable Edward C. Scofield
Chair, Board of Supervisors

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board