

**CONSENT TO ASSIGNMENT OF CONTRACT  
AND ASSIGNMENT OF CONTRACT**

WHEREFORE, **Dunbar Armored, Inc.**, the current registered vendor for Contract # 18/068MR-03 ("the Contract") with Harris County Department of Education ("HCDE"), has requested permission to assign the Contract to **Brink's, Incorporated**.

The Assignment provision under the Contract's current Terms and Conditions states: "No assignment of contract may be made without the prior written approval of HCDE." Contract # 18/068MR-03 , General Terms and Conditions.

In accordance with the Assignment provision under the Contract's current Terms and Conditions, HCDE hereby provides its written consent to request **Dunbar Armored, Inc.** to assign to **Brink's, Incorporated** its rights and obligations under the Contract. Upon execution of this Assignment, **Dunbar Armored, Inc.** shall no longer be the named Vendor in the Contract, and **Brink's, Incorporated** shall, in all respects, be the name Vendor under the Contract. HCDE's consent is conditioned upon **Dunbar Armored, Inc's** agreement to guaranty **Brink's, Incorporated's** obligations under the Contract.

NOW THEREFORE, **HCDE** and **Brink's, Incorporated** agree as follows:

1. **HCDE** and **Dunbar Armored, Inc** hereby agree that **Dunbar Armored, Inc.** hereby assigns all of its rights, title, and interest and delegates all of its obligations, responsibilities, and duties, in and to the Contract, to **Brink's, Incorporated**.
2. **Brink's, Incorporated** hereby accepts the assignment of all of **Dunbar Armored, Inc's** obligations, responsibilities, and duties under the Contract and all of **Dunbar Armored, Inc.'s** rights, title, and interest in and to the Contract.
3. Notwithstanding the foregoing, **Dunbar Armored, Inc.** hereby unconditionally guarantees the performance of **Brink's, Incorporated** under the Contract, and unconditionally guarantees any and all obligations of **Brink's Incorporated** under the Contract, and **Dunbar Armored, Inc.** hereby agrees to defend and indemnify HCDE and/or any member of HCDE's Purchasing program who purchases goods and/or services under the Contract from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from **Brink's, Incorporated** and/or **Dunbar Armored, Inc's** performance prior to this Assignment and resulting from **Brink's, Incorporated's** performance after this Assignment.
4. **Dunbar Armored, Inc.** agrees to indemnify HCDE and/or any member of the HCDE Purchasing program who purchases goods and/or services under the Contract from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorney's fees and other costs of defense and damages, resulting from **Brink's, Incorporated's** performance of the Contract.

5. HCDE, in executing its consent to this Assignment, does not release **Dunbar Armored, Inc's.** from any claims or remedies it and/or any member of HCDE Purchasing program who purchases goods and/or services under the Contract may have against **Dunbar Armored, Inc** under the Contract.
6. HCDE's consent of this Assignment does not constitute and shall not be construed as any consent or approval for any other or further assignment of the Contract.
7. HCDE's consent of the Assignment and Dunbar Armored, Inc's assignment to Brink's, Incorporated not change the Terms and Conditions of the Contract, all of which shall remain in full force and effect except that upon execution of this Assignment, the term "Vendor" in the Contract shall be defined as, and refer to the assignee, **Brink's, Incorporated.**

IN WITNESS WHEREOF, the parties set their hands on this 9<sup>th</sup> date of September, 20 19 by their duly authorized representatives.

Dunbar Armored, Inc.  
Seth McElroy  
 Signature

SETH MCELROY  
 Print Name

SVP Administration  
 Title : Marketing

Brink's, Incorporated  
Seth McElroy  
 Signature

SETH MCELROY  
 Print Name

Senior Director Administration  
 Title : Marketing

Approved: Harris County Department of Education

[Signature]  
 Jesus Amezcua, Ph.D., CPA, RTSBA  
 Assistant Superintendent for Business Services