

ASSIGNMENT AND ASSUMPTION CONTRACT

THIS ASSIGNMENT AND ASSUMPTION CONTRACT is dated this \_\_\_ day of \_\_\_\_\_, 2019 between Brock Solutions U.S. Inc., a corporation organized and existing under the laws of the State of Nevada and authorized to do business in the State of Florida (Assignor) and, Brock Solutions US Systems LLC, a limited liability corporation organized and existing under the laws of the State of Texas and authorized to do business in the State of Florida (Assignee).

W I T N E S S E T H:

WHEREAS, on May 2, 2016, the Hillsborough County Aviation Authority (Authority) and Assignor entered into a Contract for Maintenance for Baggage Systems Technical Support (Contract); and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Contract to Assignee, and Assignee desires to assume all of Assignor's rights and obligations under the Contract, on the terms and conditions hereinafter set forth; and

WHEREAS, the consent of Authority is required to effectuate this Assignment and Assumption Contract.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Contract, effective as of August 1, 2019 (the Effective Date).
2. Assignee, for the benefit of Assignor and Authority under the Contract, hereby assumes, and agrees to be bound by and to perform, all of the covenants, agreements, terms, obligations, responsibilities, provisions and conditions on the part of the Assignor under the Contract to be kept, performed and observed from and after the Effective Date.
3. This Assignment and Assumption Contract shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Contract as of the day and year first written above.

**Brock Solutions U.S. Inc.**  
Assignor

Signed in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

**Brock Solutions U.S. Inc.**  
Assignor

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ in the capacity of \_\_\_\_\_,  
(Individual's Name) (Individual's Title)

at \_\_\_\_\_ a \_\_\_\_\_  
(Name of organization or company, if any) (Corporation/Partnership/Sole  
Proprietor/Other)

on its behalf. \_\_\_\_\_ and has produced  
(He is/She is) (personally known to me / not personally known to me)

the following document of identification \_\_\_\_\_.

(Stamp or seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or Print Name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)

**Brock Solutions US Systems LLC**

Assignee

Signed in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

**Brock Solutions US Systems LLC**

Assignee

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ in the capacity of \_\_\_\_\_,  
(Individual's Name) (Individual's Title)

at \_\_\_\_\_ a (Corporation/Partnership/Sole Proprietor/Other), ON  
its behalf.

(Name of organization or company)

\_\_\_\_\_ and has produced the following

(He is/She is) (personally known to me / not personally known to me)

document of identification \_\_\_\_\_.

(Stamp or seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or Print Name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)

CONSENT TO ASSIGNMENT AND ASSUMPTION CONTRACT

The Hillsborough County Aviation Authority (Authority) hereby consents to the transaction as set forth in the Assignment and Assumption Contract and hereby agrees to release and discharge Assignor from any further obligation or liability under the Contract and to look solely to Assignee as the responsible party under the Contract for all liabilities or obligations arising from and after the Effective Date of the Assignment and Assumption Contract, as set forth therein. Assignor will not be released from any liability or obligation accruing prior to the Effective Date. This consent will not operate as a waiver of any prohibition against further assignment or subletting, as provided in the Contract.

IN WITNESS WHEREOF, the party hereto has set their hands and corporate seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST: \_\_\_\_\_  
Lesley "Les" Miller, Jr., Secretary

BY: \_\_\_\_\_  
Robert I. Watkins, Chairman

Address: PO Box 22287  
Tampa FL

Address: PO Box 22287  
Tampa FL

WITNESS: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Approved as to form for legal sufficiency:**

BY: \_\_\_\_\_  
Elita McMillon, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors, and Lesley "Les" Miller, Jr., in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or print name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)