

ASSIGNMENT OF AGREEMENT NO. A-24-609

This Assignment of Agreement ("Assignment") is dated August 11, 2026, and is between The Act 1 Group, Inc., a California corporation ("Assignor"), End 2 End Public Safety, LLC, dba ATIMS, an Alabama limited liability company, ("Assignee"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On December 3, 2024, the County and the Assignor entered into County agreement number A-24-609 ("Agreement") for software licenses, installation, and maintenance of the ATIMS Jail Management System ("JMS") for the Fresno County Sheriff's Office.

B. On May 20, 2026, the Assignee gave notice via letter that, effective December 11, 2025, it had purchased substantially all assets comprising the ATIMS business of Assignor, including the JMS assets of the Assignor and the ATIMS trademark rights and existing service contracts, and wishes to assume all obligations and privileges of the Agreement.

C. Section 12.2 of the Agreement provides that the Agreement may only be assigned by one party upon the prior written consent of the other party.

D. Assignor wishes to assign, transfer, and delegate all of its rights, benefits, responsibilities, and obligations under the Agreement to the Assignee.

E. Assignee wishes to accept the assignment, transfer, and delegation of the Assignor's rights, benefits, responsibilities, and obligations under the Agreement.

F. The County, the Assignor, and the Assignee now desire to amend the Agreement to transfer and assign the Agreement by the Assignor to the Assignee.

The parties therefore agree as follows:

1. This Assignment shall be retroactively effective December 11, 2025 ("Effective Date").
2. The Assignor transfers and assigns all of its rights and interest in, and delegates all of its obligations and responsibilities under the Agreement to the Assignee.
3. The Assignee acknowledges that it has received and reviewed the Agreement, and accepts from the Assignor the assignment of the Agreement and agrees, as a direct obligation to the County, without qualification or reservation of right, to perform each and every one of the

1 Assignor's obligations and responsibilities under the Agreement, and to adhere to all terms of
2 the Agreement as though the Assignee were the signatory party of the Agreement, in lieu of the
3 Assignor. The Assignee agrees that its liability under the Agreement shall include liability
4 accruing as a result of the Assignor's, as well as Assignee's, performance or failure to perform
5 its obligations under the Agreement.

6 4. The County agrees to this assignment of the Agreement.

7 5. The Assignee agrees to each and every term and condition of the Agreement.

8 6. Section 12 – Notices of the Agreement is amended to read:

9 **For the County:**

10 Sheriff-Coroner-Public Administrator's Office, IT Division
11 County of Fresno
12 2200 Fresno Street
13 Fresno, CA 93721-1703
14 Sheriff.Payables@fresnosherriff.org
15 Phone: (559) 600-8100

16 **For the Contractor:**

17 End 2 End Public Safety, LLC, dba ATIMS
18 Michael Bryant, Chief Executive Officer
19 260 N. Joachim St.
20 Mobile, AL 36603
21 michael.bryant@arms.com

22 7. The Assignor and the Assignee represent that all prior payments up to the Effective Date
23 have been paid to the correct party, and that no further payments are owed by the County to the
24 Assignor.

25 8. When all parties have signed this Assignment, the Agreement and this Assignment
26 together constitute the Agreement.

27 9. The Assignee represents and warrants to the County that:

28 a. The Assignee is duly authorized and empowered to sign and perform its obligations
under this Assignment.

b. The individuals signing this Assignment on behalf of the Assignor and Assignee are
duly authorized to do so and his or her signature on this Assignment legally binds the
Assignor and Assignee to the terms of this Assignment.

10. The parties agree that this Assignment may be executed by electronic signature as provided in this section.

- a. An "electronic signature" means any symbol or process intended by an individual signing this Assignment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
- b. Each electronic signature affixed or attached to this Assignment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Assignment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Assignment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Assignment with an original handwritten signature.

11. This Assignment may be signed in counterparts, each of which is an original, and all of which together constitute this Assignment.

12. The Agreement as assigned by this Assignment is ratified and continued. All provisions of the Agreement not amended by this Assignment remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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The parties have executed this Assignment on the date stated in the introductory clause.

ASSIGNOR

The Act 1 Group, Inc.

DocuSigned by:
Brett W. Howroyd
Brett W. Howroyd, Chief Executive Officer

1999 W 190th Street
Torrance, CA 90504

ASSIGNEE

End 2 End Public Safety, LLC

Michael Bryant
Michael Bryant, Chief Executive Officer

260 N. Joachim
Mobile, AL 36603

COUNTY OF FRESNO

Garry Bredefeld
Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Hanan MO
Deputy

For accounting use only:

Org No.: 31112425
Account No.: 7281
Fund No.: 0001
Subclass No.: 10000