

CONSENT AND CONDITIONAL ASSIGNMENT AGREEMENT

Date: July 30th, 2026

Customer: Hillsborough County Sheriff's Office / Florida Sheriff's Association

Re: Consent to Assignment of Agreement from ProLogic ITS, LLC to LEHR Upfitters Southeast, LLC - 2024-025 Emergency Lighting & Accessories

To Whom It May Concern,

This letter serves to request **HCSO's** consent to the assignment of the agreement(s), purchase order(s), statement(s) of work, service agreement(s), maintenance agreement(s), warranty obligation(s), and any related rights and obligations (collectively, the "**Agreement**") between **HCSO (Customer)** and **ProLogic ITS, LLC ("ProLogic")** to **LEHR Upfitters Southeast, LLC ("LEHR")**.

As you may be aware, ProLogic has completed the sale of its Government Fleet Upfitting Division to LEHR. As part of that transaction, LEHR has acquired the assets and operations associated with that business and, subject to Customer's written consent to this assignment, will assume responsibility for the contracts entered into by ProLogic. LEHR further agrees to honor all existing pricing, discounts, rates, and terms applicable to hardware, services, and warranty coverage under the Agreement until such time as the parties mutually execute a replacement or successor agreement.

Conditional Assignment

Subject to Customer's written consent, ProLogic hereby assigns, transfers, and conveys to LEHR all of ProLogic's rights, title, interests, duties, and obligations under the Agreement, and LEHR hereby accepts such assignment and agrees to perform all obligations arising under the Agreement from and after the Effective Date of the assignment.

This assignment is expressly conditioned upon Customer's written consent. Until such consent is received, ProLogic and LEHR agree that:

1. LEHR may perform services on behalf of ProLogic pursuant to the Agreement as ProLogic's authorized subcontractor or agent.
2. Customer's rights under the Agreement shall not be diminished or adversely affected.
3. Pricing, service levels, warranties, and all other material terms of the Agreement shall remain unchanged unless otherwise agreed to in writing by Customer.

4. Upon Customer's written consent, LEHR shall become the successor service provider under the Agreement and shall assume all future performance obligations under the Agreement from the Effective Date.

No Interruption of Services

The parties acknowledge that this assignment is intended solely to facilitate the continuation of services without interruption. Customer should experience no disruption in service, support, warranty coverage, project execution, or contractual commitments as a result of this assignment.

Release

Effective upon Customer's written consent and the effective date of the assignment, ProLogic shall be released from any future obligations arising under the Agreement after the Effective Date of the assignment, except for obligations that accrued prior to such date or that expressly survive termination or assignment under the Agreement.

No Other Changes

Except as expressly set forth herein, all terms, conditions, pricing, warranties, limitations of liability, and other provisions of the Agreement shall remain in full force and effect.

Effective Date

The effective date of the assignment shall be July 30th, 2026 ("**Effective Date**"), or such other date as mutually agreed in writing by the parties.

CUSTOMER CONSENT

The undersigned, on behalf of Hillsborough County Sheriff's Office (**Customer**), hereby:

☒ Consents to the assignment of the Agreement from ProLogic ITS, LLC to LEHR Upfitters Southeast, LLC.

☒ Acknowledges that LEHR shall assume all future rights and obligations under the Agreement beginning on the Effective Date.

☒ Agrees that all remaining terms and conditions of the Agreement shall remain unchanged unless otherwise amended in writing.

PROLOGIC ITS, LLC

By: 

Name: Paul Sprayberry

Title: Managing Partner

Date: 7/28/2026

LEHR UPFITTERS SOUTHEAST, LLC

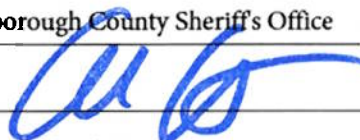
By: 

Name: Edwin Posantas

Title: Executive V.P. Sales

Date: 7/28/2026

Hillsborough County Sheriff's Office (Customer)

By: 

Name: Chad Chronister

Title: Sheriff

Date: 8/24/26

HCSO STAFF	APPROVED	DATE
DIST/DIV	<u>N/A</u>	<u>N/A</u>
LEGAL	<u>Ken 259484</u>	<u>8/6/26</u>
FSD	<u>WJ 263391</u>	<u>8/5/26</u>
DEPARTMENT	<u>4321</u>	<u>8/4/26</u>
CHIEF DEPUTY	<u>RL 3164</u>	<u>8-24-26</u>
UNDERSHERIFF	<u>2655</u>	<u>8/24/26</u>