

**CONSENT TO ASSIGNMENT OF THE AGREEMENT  
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH  
AND USI INSURANCE SERVICES NATIONAL, INC.**

THIS CONSENT TO ASSIGNMENT (this "Consent") is made by the City of Redondo Beach, a chartered municipal corporation ("City"), USI Insurance Services National, Inc., a North Carolina corporation ("Assignor"), and USI Insurance Services LLC, a Delaware limited liability company ("Assignee").

WHEREAS, on December 4, 2018, Assignor filed a Certificate of Merger of Foreign Corporation into Domestic Limited Liability Company whereby the surviving limited liability Company is Assignee; and

WHEREAS, the merger was effective on January 1, 2019 and as part of the merger, Assignor transferred its assets and liabilities, including the Agreement to Assignee; and

WHEREAS, for the purpose of this Consent, Assignor shall have the authority to assign this Agreement to assignee; and

WHEREAS, pursuant to Section 18 of the Agreement, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

WHEREAS, under the Agreement, Assignor shall obtain City's consent for the assignment of the Agreement; and

WHEREAS, City wishes to provide its consent to the assignment of the Agreement from Assignor to Assignee under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the City hereby issues its approval and consent to said assignment of the Agreement subject to the following conditions:

1. City consents to the assignment of the Agreement from Assignor to Assignee; provided however that this Consent shall not impose any additional obligations on City or otherwise affect any of the rights of City under the Agreement.
2. Under this Consent, Assignor hereby grants, conveys, transfers, assigns, and sets over its entire rights, and delegates its entire obligations under the Agreement to Assignee.
3. Assignee accepts the assignment of the Agreement and acknowledges and represents to City that it will assume each and every term, obligation and condition as set forth in the Agreement, whether arising prior to, on, or subsequent to the date of this Consent, which is hereby assigned to Assignee.



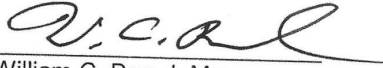
4. City shall remit payments relating to Assignor services and/or products and services covered under the Agreement to Assignee.
5. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the parties.
6. The individuals executing this Consent represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein. In the event the parties for Assignor and Assignee are not duly authorized to enter into and execute this Consent, the parties shall be personally liable to City.
7. Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.
8. This Consent may be modified or amended only by a subsequent writing executed by all of the parties.
9. This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
10. In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
11. In the event of any dispute arising out of this Consent, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including expert witness fees.

SIGNATURES FOLLOW ON NEXT PAGE



IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 15<sup>th</sup> day of October, 2019.

CITY OF REDONDO BEACH,  
a chartered municipal corporation



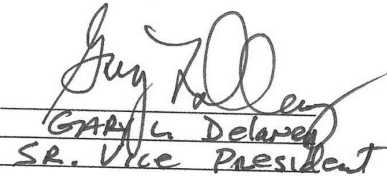
William C. Brand, Mayor

ASSIGNOR  
USI INSURANCE SERVICES NATIONAL, INC.  
a North Carolina corporation

By:

Name:

Title:

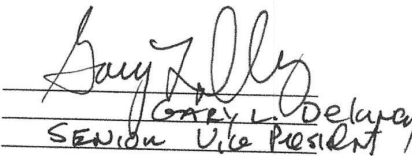
  
Name: GARY L. Delaney  
Title: SR. Vice President

ASSIGNEE  
USI INSURANCE SERVICES LLC  
a Delaware limited liability company

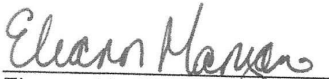
By:

Name:

Title:

  
Name: GARY L. Delaney  
Title: SENIOR Vice President

ATTEST:

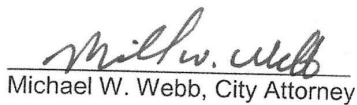


Eleanor Manzano, City Clerk

APPROVED:

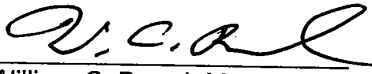
  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

  
Michael W. Webb, City Attorney

IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 15<sup>th</sup> day of October, 2019.

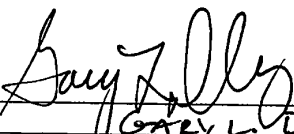
CITY OF REDONDO BEACH,  
a chartered municipal corporation

  
William C. Brand, Mayor

ASSIGNOR  
USI INSURANCE SERVICES NATIONAL, INC.  
a North Carolina corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE  
USI INSURANCE SERVICES LLC  
a Delaware limited liability company

By:   
Name: GARY L. Delaney  
Title: SENIOR VICE PRESIDENT


ATTEST:

  
Eleanor Manzano, City Clerk

APPROVED:

  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

  
Michael W. Webb, City Attorney

