

**FIRST AMENDMENT TO
AGREEMENT FOR UNARMED SECURITY GUARD SERVICES
AT VARIOUS CITY FACILITIES**

UNIVERSAL PROTECTION SERVICE, LP

THIS FIRST AMENDMENT TO AGREEMENT FOR UNARMED SECURITY GUARD SERVICES AT VARIOUS CITY FACILITIES ("First Amendment") is made and entered into this _____ day of _____, 2015 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and UNIVERSAL PROTECTION SERVICE, LP, a California limited partnership ("Universal") who has acquired GUARDSMARK GP, a Delaware limited liability company ("Contractor").

RECITALS

WHEREAS, on August 12, 2015, City and Contractor entered into an Agreement for Unarmed Security Guard Services at Various City Facilities ("Agreement"); and

WHEREAS, Contractor has been acquired by Universal Protection Service, LP; and

WHEREAS, Universal wishes to assume all rights and obligations of Contractor under the Agreement; and

WHEREAS, City hereby consents to such assumption.

NOW, THEREFORE, in consideration of the foregoing recitals that are incorporated herein by this reference, the City and Universal mutually agree as follows:

1. As of the Effective Date, Contractor shall be Universal Protection Service, LP, a California limited partnership.
2. As of the Effective Date, Universal assumes all rights and obligations of Contractor under the Agreement.
3. All terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect and are hereby incorporated by reference into this First Amendment as though set forth in full herein.

(Signatures on Following Page)


IN WITNESS WHEREOF, City and Universal have caused this First Amendment to Agreement for Unarmed Security Guard Services at Various City Facilities to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

APPROVED AS TO FORM:

By:  _____
Chief Assistant City Attorney

UNIVERSAL PROTECTION SERVICE, LP,
a California limited partnership

By:  _____

Its: Steve Claton, President _____

By: _____

Its: _____

**ACTION BY WRITTEN CONSENT OF THE GENERAL PARTNER OF
UNIVERSAL PROTECTION SERVICE, LP**

September 24, 2014

The undersigned, constituting the Chief Executive Officer of Universal Protection GP, LLC, a Delaware limited liability company (the "General Partner"), acting in its capacity as the general partner of Universal Protection Service, LP, a California limited partnership (the "Partnership") hereby consents in writing to the adoption of the following resolutions pursuant to the operating agreement of the General Partner and Section 7.3 of the Limited Partnership Agreement of the Partnership, which authorize the General Partner to so act:

**A. APPOINTMENT OF THE PRESIDENT OF THE PARTNERSHIP;
DUTIES OF THE PRESIDENT OF THE PARTNERSHIP**

WHEREAS, in accordance with Section 7.3 of that certain Limited Partnership Agreement of the Partnership, dated December 31, 2009, as amended (the "Limited Partnership Agreement"), the General Partner desires to appoint a president of the Partnership (the "President") effective immediately;

WHEREAS, the General Partner desires to prescribe and limit the authority and the powers of the President as more specifically set forth herein; and

WHEREAS, it is deemed to be in the best interest of the Partnership and its partners to appoint a President of the Partnership and to specifically prescribe and limit the authority and the powers of the President as more specifically set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the General Partner hereby appoints Steve Claton as President of the Partnership to serve at the pleasure of the General Partner and to hold office until such time as his successor is elected and qualified, or until his earlier death, resignation or removal, such removal to be effected with or without cause by the written consent of the General Partner.

RESOLVED FURTHER, that the President shall report to the General Partner and perform his duties to the Partnership subject to the direction of the General Partner.

RESOLVED FURTHER, that the President is hereby authorized to do the following: (a) the President is hereby authorized to enter into customer contracts in the ordinary course of the Partnership's business binding on the Partnership; (b) the President is hereby authorized to enter into real estate property leases whenever he has received written authorization to do so from the General Partner but under no other circumstances; (c) the President is hereby authorized to enter into other agreements and documents binding on the Partnership whenever he has received written authorization to do so from the General Partner but under no other circumstances; and (d) to the extent not covered in (a) through (c), perform any of the duties set forth in Section 7.2 of the Limited Partnership Agreement solely to the extent he has received specific written authorization to do so from the General Partner but under no other circumstances.

B. GENERAL ENABLING RESOLUTIONS

FURTHER RESOLVED, that the officers of the Partnership be, and each of them hereby is, authorized, directed and empowered to prepare, execute and deliver all such documents and instruments and to take all such actions as such person or persons may deem necessary or advisable or convenient in order to carry out and perform the purposes of the recitals and resolutions in this written consent;

FURTHER RESOLVED, that all actions heretofore taken by any officer of the General Partner or the Partnership in connection with or otherwise in contemplation of the matters contemplated by any of the foregoing resolutions be, and they hereby are, approved, ratified and affirmed in all respects;

FURTHER RESOLVED, that this written consent may be delivered to the Partnership in any number of counterparts (including by facsimile or email with scanned attachment) and, upon such execution and delivery, such counterparts shall have the same force and effect as an original and together shall constitute one and the same instrument; and

FURTHER RESOLVED, that this written consent be placed with the minute book of the Partnership by the officers of the Partnership.

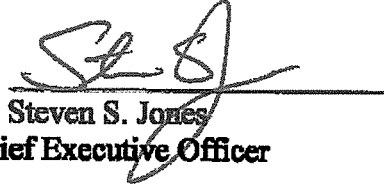
[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent of the General Partner as of the date first set forth above.

"GENERAL PARTNER"

Universal Protection GP, LLC, a Delaware limited liability company

By:

A handwritten signature in black ink, appearing to read "S. Jones", is written over a horizontal line.

Name: Steven S. Jones

Its: Chief Executive Officer

Action by Written Consent of the General Partner of UPSLP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1180

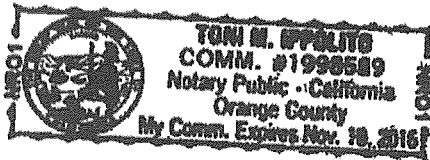
State of California

County of Orange

On 9/24/2014 before me, Toni M. Appolito

personally appeared Steven S. Jones

Here Insert Name and Title of the Officer
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Toni M. Appolito

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Appointment of the President of the Partnership

Document Date: 9/24/2014 Number of Pages: 3

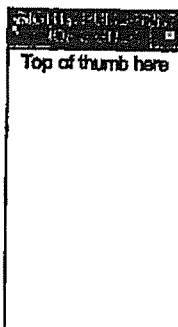
Signer(s) Other Than Named Above: n/a

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

