

FIRST AMENDMENT TO INDEMNIFICATION AGREEMENT

This First Amendment to Indemnification Agreement ("Amendment"), is made and entered into on this 21st day of September, 2021 ("Effective Date"), by and between Gibraltar Perimeter Security, a Texas Limited Partnership ("Indemnitor"), and the County of Clark, State of Nevada ("Clark County" or "Indemnatee"), Shackelford, Bowen, McKinley & Norton, LLP (the "Shackelford Firm"), and Heim, Payne & Chorush LLP ("HPC"). At times and where appropriate, Indemnitor, Indemnatee, the Shackelford Firm, and HPC are collectively referred to as the "Parties" and individually as a "Party."

This Amendment modifies the Indemnification Agreement, dated on or about May 4, 2020, between Indemnitor and Clark County ("Agreement"), but only as to the provisions addressed herein. All other terms, conditions, rights, and responsibilities of the Parties, respectively, as set forth in the Agreement are hereby expressly ratified and reaffirmed, and they shall remain in full force and effect unless and until further modified pursuant to the terms of the Agreement.

WHEREAS, the Parties entered into the Agreement for purposes of memorializing Indemnitor's agreement to indemnify Indemnatee and to retain the law firm of Winstead, P.C., a Texas professional corporation ("Winstead"), to represent its interests, along with the interests of Indemnatee and the Contractors in the Action;

WHEREAS, attorneys Thomas Van Arsdel, Esq. ("Mr. Van Arsdel") and Henry "Bud" Ehrlich, Esq. ("Mr. Ehrlich") were primarily responsible for managing the litigation for Winstead at the time the Agreement was made effective;

WHEREAS, Mr. Ehrlich had been the relationship attorney for Indemnitor at Winstead and had been with Winstead from 1999 through June 2020, but left Winstead to move to the law firm of the Shackelford Firm, effective July 1, 2020;

WHEREAS, Indemnitor moved its representation from Winstead, with Mr. Ehrlich, to the Shackelford Firm, while Mr. Van Arsdel remains in good standing, has not been terminated, and has not asked to withdraw, yet maintains an inactive role in the Action; and,

WHEREAS, Indemnitor wishes to engage co-counsel with the law firm of HPC for HPC's attorneys' experience with intellectual property litigation, which engagement Indemnitor and the Shackelford Firm believe will assist in providing a stronger defense to RSA's allegations in the Action and in the related proceedings in the case styled *Gibraltar Perimeter Security, LP v. RSA Protective Technologies, LLC*, Case No. 1:20-cv-01121-MN, in the United States District Court for the District of Delaware.

NOW, THEREFORE, intending to be legally bound and in consideration of the terms, promises, agreements, and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Section 2(a) of the Agreement, which reads as follows:

Representation in the Action. Indemnitor shall retain the law firm of Winstead, P.C., a Texas professional corporation ("Winstead"), to represent its interests, along with the interests of Indemnitee and the Contractors in the Action, which continued engagement as legal counsel shall be contingent upon Winstead's full compliance with all applicable rules, regulations, and laws governing legal representation and litigation in the subject forum.

shall be and is hereby amended to read as follows:

Representation in the Action. Indemnitor shall retain the law firms of Shackelford, Bowen, McKinley & Norton, LLP (the "Shackelford Firm"), and Heim, Payne & Chorush LLP ("HPC," and, collectively, "Legal Counsel") to represent its interests, along with the interests of Indemnitee and the Contractors in the Action, which continued engagement as legal counsel shall be contingent upon Legal Counsel's full compliance with all applicable rules, regulations, and laws governing legal representation and litigation in the subject forum or forums, as applicable.

2. The Shackelford Firm and HPC, by signing, hereby expressly agree to assume and share, jointly and severally, the obligations agreed to be fulfilled by Winstead as set forth in the Agreement, as if each had executed the Agreement themselves, and the Agreement and this Amendment shall be treated as a single contract, which the Parties expressly agree is valid and binding under governing law.

3. All capitalized terms not re-defined herein shall carry the same definitions as assigned to them in the Agreement.

4. The background and Recitals set forth above are, by this reference, incorporated into and deemed part of this Amendment.

~REMAINDER OF PAGE INTENTIONALLY LEFT BLANK~

~ SIGNATURES ON FOLLOWING PAGE~

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers the day and year first below written.

CLARK COUNTY, NEVADA

ATTEST:

Marilyn Kirkpatrick
Chair, Board of County Commissioners

Lynn Marie Goya
County Clerk

APPROVED AS TO FORM

Laura C. Rehfeldt
Laura C. Rehfeldt
Deputy District Attorney

**SHACKELFORD, BOWEN,
MCKINLEY & NORTON, LLP**

**GIBRALTAR PERIMETER SECURITY
a Texas Limited Partnership**

By: _____

Its: _____

By: _____

Its: _____

HEIM, PAYNE & CHORUSH LLP

Eric Enger
By: *Eric Enger*

Its: *Partner*

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

ATTEST:

On this _____ day of _____, 2020, before me, a Notary Public, personally appeared, who is the _____ of the _____ personally known (or proved) to me to be the person who executed the above instrument on behalf of said company, and acknowledge to me that he executed the same for the purposes therein stated.

NOTARY PUBLIC

CLARK COUNTY, NEVADA

ATTEST:

Marilyn Kirkpatrick
Chair, Board of County Commissioners

Lynn Marie Goya
County Clerk

APPROVED AS TO FORM

Laura C. Rehfeldt
Deputy District Attorney

SHACKELFORD, BOWEN,
MCKINLEY & NORTON, LLP

GIBRALTAR PERIMETER SECURITY
a Texas Limited Partnership

By: _____

Its: _____

By: Jim Bryer
Its: CFO / General Counsel

HEIM, PAYNE & CHORUSH LLP

By: _____

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

ATTEST:

On this _____ day of _____, 2020, before me, a Notary Public, personally appeared, who is the _____ of the _____ personally known (or proved) to me to be the person who executed the above instrument on behalf of said company, and acknowledge to me that he executed the same for the purposes therein stated.

NOTARY PUBLIC

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CLARK COUNTY, NEVADA

ATTEST:

Marilyn Kirkpatrick
Chair, Board of County Commissioners

Lynn Marie Goya
County Clerk

APPROVED AS TO FORM

Laura C. Rehfeldt
Deputy District Attorney

**SHACKELFORD, BOWEN,
MCKINLEY & NORTON, LLP**

By: Henry L. Ehrlich
Its: Partner

**GIBRALTAR PERIMETER SECURITY
a Texas Limited Partnership**

By: _____

Its: _____

HEIM, PAYNE & CHORUSH LLP

By: _____

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

ATTEST:

On this _____ day of _____, 2020, before me, a Notary Public, personally appeared, who is the _____ of the _____ personally known (or proved) to me to be the person who executed the above instrument on behalf of said company, and acknowledge to me that he executed the same for the purposes therein stated.

NOTARY PUBLIC