

ASSIGNMENT OF SUBCONTRACT

THIS ASSIGNMENT OF SUBCONTRACT (“Assignment”), effective as of this ____ day of _____, 2018 (the “Effective Date”), is made by and between EASTSIDE FOR HIRE, INC. (“Assignor”), PORT OF SEATTLE (“Port” or “Assignee”), and SP PLUS CORPORATION (“Subcontractor”).

Recitals

- A. Assignor and Assignee are parties to that certain Concession Agreement for On-Demand, Outbound Transportation Services (“Concession Agreement”) dated September 16, 2016.
- B. Assignor and Assignee are parties to that certain Second Amendment to Concession Agreement (“Second Amendment”) dated July __, 2018.
- C. Assignor and Subcontractor are parties to that certain Subcontract for Ground Transportation Management Services (the “Subcontract”), dated February 26, 2016.
- D. A true and correct copy of the Subcontract is attached hereto as Exhibit A.
- E. Assignor desires to assign to Assignee its rights, title, interests and obligations in, to, and under the Subcontract, and Assignee desires to accept such assignment and assume all of the obligations of Assignor arising or accruing under the Subcontract, from and after July 31, 2018 at 11:59:59 p.m. (Assignment Time/Date).

Terms

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee, and Subcontractor agree as follows:

1. **Assignment.** At the Assignment Time/Date, and subject to the terms and conditions of this Assignment, Assignor hereby grants, conveys and assigns to Assignee all of Assignor’s rights, title, interests and obligations under the Subcontract, except those obligations reserved to Assignor pursuant to Paragraph 5, below.
2. **Assumption.** At the Assignment Time/Date, and subject to the terms and conditions of this Assignment, Assignee hereby accepts the foregoing assignment and agrees to assume, pay, perform and discharge, as and when due, all of the agreements and obligations of Assignor under the Subcontract arising or accruing from or after the Assignment Time/Date, except those obligations reserved to Assignor pursuant to Paragraph 5, below.
3. **Subcontractor’s Consent.** Subcontractor hereby consents to this Assignment, and to the substitution of Assignee for Assignor under the Subcontract with respect to all rights,

interests and obligations accruing under the Subcontract, except those specifically reserved by Assignor pursuant to Paragraph 5, below, from and after the Effective Date of said Assignment.

4. **Assignment not an Amendment.** Nothing in this Assignment modifies, alters, or amends the Subcontract or the Concession Agreement (including the First Amendment and Second Amendment).

5. **Assignor's Representations.** Assignor represents, warrants, and covenants as follows:

- a. That the Subcontract is in full force and effect, Assignor's interest therein is free and clear of all encumbrances, Assignor has fully performed all covenants and obligations under the Subcontract, and that Assignor has the right to execute this Assignment and assign its interest in the Subcontract;
- b. That Assignor has not heretofore assigned, mortgaged, or otherwise transferred, amended or encumbered, voluntarily or involuntarily, the Subcontract or Assignor's interest therein; and
- c. That Assignor will, for the duration of the Subcontract, continue to perform all duties it currently performs under the Concession Agreement, including those duties it performs that are related to the Subcontract but not specifically delegated to Subcontractor thereunder, including day-to-day managerial and operations control over Subcontractor's performance of the Subcontract, subject to Assignee's ultimate oversight and management of the Concession Agreement and Subcontract.

6. **Assignee's Representations.** Assignee represents, warrants, and covenants as follows:

- a. Assignee has read the Subcontract and understands that Assignee is obligated to comply with the material terms, conditions, and covenants contained therein; and
- b. Assignee has the right to execute this Assignment and assume Assignor's interest in the Subcontract.

7. **Captions.** The captions and Section numbers appearing in this Assignment are for convenience only and are not a part of this Assignment, and do not in any way limit, amplify, define, construe, or describe the scope or intent of the terms or provisions of this Assignment.

8. **Successors.** The provisions of this Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

9. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Washington, without regard to principles of conflicts of laws. Venue for any dispute or proceeding arising in connection with this Assignment shall lie in a court of competent jurisdiction covering King County, Washington.

10. **Attorney's Fees.** If any party brings an action with respect to this Assignment or to enforce the terms hereof or declare rights hereunder, the substantially prevailing party in such action shall be entitled to its costs, expenses and reasonable attorneys' fees to be paid by the substantially non-prevailing party.

11. **Time of Essence.** Time is of the essence for each and every provision of this Assignment.

12. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

13. **Executory Authority.** Each party executing this Assignment hereby represents and warrants that the individual executing this Assignment on behalf of such party has full power and authority to bind such party to the terms hereof.

IN WITNESS HEREOF, this Assignment has been entered into by the parties as of the day and year first written above.

ASSIGNOR:

Eastside For Hire, Inc.

By: _____

Its: _____

ASSIGNEE:

Port of Seattle

By: _____

Its: _____

SUBCONTRACTOR:

SP Plus Corporation

By: _____

Its: _____

ACKNOWLEDGMENT OF ASSIGNOR

STATE OF WASHINGTON)
)ss.
)
COUNTY OF KING

On this ____ day of _____, 2018, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of EASTSIDE FOR HIRE, INC., a Washington corporation, to be the free and voluntary act and deed of said entity for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

ACKNOWLEDGMENT OF ASSIGNEE

STATE OF WASHINGTON)
)ss.
)
COUNTY OF KING

On this ____ day of _____, 2018, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of the Port of Seattle, a Washington municipal corporation, to be the free and voluntary act and deed of said entity for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

ACKNOWLEDGMENT OF SUBCONTRACTOR

STATE OF WASHINGTON)
)ss.
)
COUNTY OF KING

On this ____ day of _____, 2018, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of SP Plus Corporation, a _____ corporation, to be the free and voluntary act and deed of said entity for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____