

STATE OF WASHINGTON Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT ASSIGNMENT	
	Contract No.:	01219
ASSIGNOR Eltec Systems LLC 2025 1st Ave Ste 790 Seattle, WA 98122	Effective Date:	June 30, 2021
ASSIGNEE Schindler Elevator Corporation 20 Whippany Road Morristown, NJ 07960-4539		

**ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT
FOR
CONTRACT NO. 01219
ELEVATOR INSPECTIONS, MAINTENANCE, AND REPAIRS**

This Assignment, Assumption, and Consent Agreement ("Agreement") for Contract No. 01219 is made and entered into by and among the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State"), Eltec Systems LLC, a Washington limited liability company ("Assignor"), and Schindler Elevator Corporation, a Delaware corporation ("Assignee") and is dated and effective as of June 30, 2021 ("Effective Date").

RECITALS

- A. State and Assignor entered into that certain Contract No. 01219 dated effective as of November 26, 2019 which is attached hereto as Exhibit A ("Contract to be Assigned");
- B. Assignor has entered into an Asset Purchase Agreement with Assignee pursuant to which Assignee will acquire Assignor. Assignor and Assignee intend to close the Asset Purchase Agreement on June 30, 2021.
- C. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract to Assignee;
- D. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract; and
- E. State desires to consent to such assignment, acceptance, and assumption.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

1. **ASSIGNMENT OF CONTRACT.** As of the Effective Date (or, in the event the Asset Purchase Agreement between Assignor and Assignee has not yet occurred on or prior to the Effective Date, as of such date on which the transaction actually is consummated, notice of which shall be provided by Assignor to Enterprise Services within 10 days of the consummation thereof), Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of Assignor's rights, title, and interests in, to, and under the Contract. A copy of the Contract, with all modifications and amendments thereto, if any, is attached hereto as Exhibit A and made a part hereof.
2. **ASSUMPTION OF CONTRACT.** As of the Effective Date, Assignee hereby undertakes, accepts, and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor.
3. **CONSENT TO ASSIGNMENT & ASSUMPTION.** State hereby consents to the foregoing assignment and assumption which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that State shall be entitled to pursue claims accruing or arising incident to the Contract on or before the Effective Date of this Agreement, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Contract from Assignor, and/or (b) insurance payments or proceeds.
4. **INSURANCE.** The State's consent to this Agreement is conditioned, in part, on Assignee's compliance with the Contract's insurance requirements. Accordingly, notwithstanding any provision to the contrary, within ten (10) calendar days, Assignee shall provide State with written confirmation that Assignee is in full compliance with all applicable insurance requirements set forth in the Contract. Assignee's failure to provide such timely written confirmation shall constitute material breach of the Contract and shall entitle State to all applicable remedies.
5. **NOTICES.** Unless otherwise notified by Assignee, any notice to be provided pursuant to the Contract shall be delivered to Assignee at the following address:

Gordon Ferguson
Eltec Systems, A Division of Schindler Elevator Corporation
2025 1st Ave Ste 790, Seattle WA 98122
Email: gferguson@eltec.cc

Charles Wright
Eltec Systems, A Division of Schindler Elevator Corporation
2025 1st Ave Ste 790, Seattle WA 98122
Email: cwright@eltec.cc
6. **BINDING EFFECT.** All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.
7. **THIRD-PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.
8. **INTEGRATED AGREEMENT; MODIFICATION.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.

9. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
10. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
11. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ASSIGNOR

ELTEC SYSTEMS LLC

A WASHINGTON LIMITED LIABILITY COMPANY

By: 

Name: GORDON W. FERGUSON

Title: CEO

Date: 6/29/21

ASSIGNEE

SCHINDLER ELEVATOR CORPORATION

A DELAWARE CORPORATION

By: 

Name: Thomas Sparno

Title: Senior Vice President, General Counsel and Secretary

Date: June 29, 2021

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: Alexander Kenesson

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: 06/29/2021