STATE OF WASHINGTON Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.: 28223
ASSIGNOR DTG Enterprises, Inc. 22745 29th Drive SE, Ste 200 Bothell, WA 98021	Effective Date: January 5, 2026
ASSIGNEE DTG53 LLC 10500 NE 8th St, STE 1050 Bellevue, WA 98004	

ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT
FOR
CONTRACT NO. 28223
PORTABLE SANITATION SERVICES

This Assignment, Assumption, and Consent Agreement ("Agreement") for Contract No. 28223 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"), DTG Enterprises, Inc., a Washington Corporation ("Assignor"), and DTG53 LLC, a Washington Limited Liability Company ("Assignee") and is dated and effective as of January 5, 2026 ("Effective Date").

R E C I T A L S

A. State and Assignor entered into that certain Contract No. 28223 dated effective as of April 25, 2024, which has been amended by instrument titled First Amendment and dated October 1, 2024, and further amended by instrument titled Second Amendment and dated April 25, 2025, and further amended by instrument titled Third Amendment dated June 1, 2025, (collectively "Contract");

B. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract to Assignee;

C. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract; and

D. State desires to consent to such assignment, acceptance, and assumption.

A G R E E M E N T

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, 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 REQUIREMENTS. 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:

Contract Administration	Legal Notices
Attn: Kristina Joseph DTG53 LLC 10500 NE 8th St, STE 1050 Bellevue, WA 98004 Email: kristina@dtg53.com	Attn: Kirsten Lundell Koester DTG53 LLC PO Box 3241 Bellevue, WA 98009 Email: kirsten@guimontcapital.com

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 Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment 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
DTG ENTERPRISES, INC.
A WASHINGTON CORPORATION

By: Seth Kaulfuss
Seth Kaulfuss (Feb 3, 2026 10:49:40 PST)

Name: Seth Kaulfuss

Title: Chief Operations Officer

Date: 02/03/2026

ASSIGNEE
DTG53 LLC
A WASHINGTON LIMITED LIABILITY

By: Kirsten Lundell Koester
Kirsten Lundell Koester (Feb 3, 2026 10:57:13 PST)

Name: Kirsten Lundell Koester

Title: Chief Legal Officer

Date: 02/03/2026

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Shantel Wight

Name: Shantel Wight

Title: Procurement Supervisor

Date: 02/03/2026

EXHIBIT A

CONTRACT TO BE ASSIGNED

Portable Sanitation Services, 28223, and effective April 25, 2024
Category 2 – Portable Toilets & Handwashing Stations for use in the following counties:
King, Pierce, Skagit, Snohomish, Whatcom, Jefferson, Kitsap, and Thurston

As amended by:

First Amendment to the Contract dated October 1, 2024
Second Amendment to the Contract dated April 25, 2025
Third Amendment to the Contract dated June 1, 2025

Assignment, Assumption, & Consent Agreement Template

Final Audit Report 2026-02-03

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