

CONSENT OF ASSIGNMENT

THIS CONSENT (this “*Consent*”) is made as of this ____ day of _____, 2023, by and between Augusta, Georgia, a political subdivision of the State of Georgia (“*Augusta*”), by and through its Augusta Aviation Commission, and John Bean Technologies Corporation (“*JBT*”), through its business unit JBT Aerotech, Jetway Systems (“*JBT Aerotech*”).

RECITALS

WHEREAS, Augusta and JBT are Parties to a Contract to Construct the Passenger Bridges for Gate 3 and Gate 4 at Augusta Regional Airport, effective _____, 2023 (“*Contract*”).

WHEREAS, JBT intends to enter into a transaction (the “*Transaction*”) pursuant to which all assets of its wholly owned subsidiary, JBT Aerotech, which includes the subject matter project in said Contract, and equipment to Oshkosh Corporation (“*Oshkosh*”) an entity incorporated under the laws of the State of Wisconsin; and

WHEREAS, Section 23 of the Contract provides that any assignment of said Contract shall require the prior written consent of Augusta; and

WHEREAS, it is a condition to the consummation of the Transaction that Augusta consent to the Assignment resulting from the Transaction; and

WHEREAS, it is for the mutual benefit and best interest of all parties that said Assignment be approved.

NOW, THEREFORE, and in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Augusta hereby (a) consents, in advance, to the Assignment, (b) waives any right to declare a breach of the Contract by JBT resulting from the Assignment, and (c) agrees that (i) the Contract is in full force and effect. Augusta's consent to the assignment that will occur upon the consummation of the Transaction shall constitute Augusta's agreement that Oshkosh shall be entitled to continue to enforce the Contract against Augusta and that, similarly, Augusta shall have the right to continue to enforce the Agreement against Oshkosh after the Assignment.
2. Except as provided herein, the Contract shall remain in full force and effect.
3. Augusta and JBT acknowledge and agree that this Consent may not be amended or modified in any manner by the Parties hereto without receiving Augusta's prior written consent.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have entered into this Consent of Assignment as of the date first above written, intending to be legally bound hereby.

AUGUSTA, GEORGIA

By: _____
Name: _____
Title: _____

Attest: _____
Lena J. Bonner, Clerk of Commission

Date: _____

JOHN BEAN TECHNOLOGIES CORPORATIONS

By: _____
Name: _____
Title: _____