

**CONSENT ASSIGNMENT OF
CROSSING GUARD SERVICES AGREEMENT**

THIS CONSENT TO ASSIGNMENT OF CROSSING GUARD AGREEMENT (this “**Consent**”) is dated as of _____, 2025, by and among **EVERYTHING PARKING, INC. D/B/A “CROSS SAFE”** (“**Assignor**”), **ALL-CITY MANAGEMENT SERVICES, INC.** (“**Assignee**”) and is consented to by **CITY OF KINGSPORT** (“**Establishment**”).

Assignor and Establishment are parties to a Crossing Guard Services Agreement dated June 20, 2018 (the “**Agreement**”), pursuant to which Assignor provides crossing guard services to Establishment. Assignee is purchasing substantially all the assets of the “Cross Safe” business of Assignor, including Assignor’s rights, title, and interest under the Agreement, pursuant to an Asset Purchase Agreement dated February 13, 2025 (“**APA**”). In connection with such purchase, pursuant to this Assignment, Assignor is assigning all of Assignor’s rights, title, and interest under the Agreement to Assignee, and Assignee is assuming and will perform all of Assignor’s liabilities and obligations arising under the Agreement. As evidenced by its execution of this Assignment, Establishment consents to this Assignment.

NOW, THEREFORE, in consideration of the foregoing, the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Agreement.

a. This Assignment shall not be effective until the closing of the APA (the “Assignment Date”). Upon said closing, Assignor hereby transfers, assigns, conveys, and sets over unto Assignee, its successors and assigns, the Agreement and all of Assignor’s rights, title, and interest thereunder. Assignee hereby accepts the foregoing assignment of the Agreement and hereby assumes the obligation to perform all of those covenants and conditions to be performed by Assignor under the Agreement that accrue and arise from and after the Assignment Date. Without limiting the foregoing, Assignor and Assignee agree that Assignor remains solely responsible for the performance of all covenants and conditions to be performed by Assignor under the Agreement that accrued and arose prior to the Assignment Date and that Assignee shall have no obligation or liability with respect to the covenants and conditions to be performed by Assignor under the Agreement that accrued and arose prior to the Assignment Date.

b. Assignor represents and warrants to Assignee that the Agreement is in full force and effect and that Assignor is not in default or breach of any of Assignor’s obligations under the Agreement.

2. Consent and Estoppel by Establishment. Establishment hereby consents to this Assignment. Understanding that Assignee, in entering into this Consent, is relying upon Establishment’s certifications contained herein, Establishment hereby certifies to Assignee that, to its knowledge, Assignor has fully performed all of its obligations under the Agreement through the date hereof and is not in breach or default of any of Assignor’s obligations under the Agreement, and no event has occurred and no condition exists that constitutes, or that with the giving of notice or the lapse of time or both, would constitute, a default by Assignor under the Agreement. To the best of

Establishment's knowledge, there are no set offs, counterclaims or defenses to the performance or observance of the covenants or agreements of the Agreement and there are no unresolved question

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

**EVERYTHING PARKING, INC. D/B/A
CROSS SAFE:**

By: _____
Name: _____
Its: _____

ASSIGNEE:

ALL-CITY MANAGEMENT SERVICES, INC.:

By: _____
Name: _____
Its: _____

ESTABLISHMENT:

CITY OF KINGSPORT, TENNESSEE

Paul W. Montgomery, Mayor

Attest:

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney