

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF CONTRACT (#11RFP78733K-NH)**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT (#11RFP78733K-NH) (hereinafter, “Agreement”) is entered into as of the _____ day of February 2023, between **EYP, Inc.**, a Massachusetts corporation (“EYP”), and **Page Southerland Page, Inc.**, a Texas corporation (“Page”), and **Fulton County, Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as “the County”).

WHEREAS, October 5, 2011, as Agenda Item # 11-0901, the County, through its Board of Commissioners, approved a contract with Stanley Beaman & Sears, Inc., predecessor in interest to EYP, (“Contract”), to provide professional wayfinding services for the Atlanta-Fulton Library system; and

WHEREAS, August 15, 2018, as Agenda Item # 18-0547, the County, through its Board of Commissioners, approved a name change and authorized the County’s Department of Purchasing & Contract Compliance to reflect the name change of Stanley Beaman & Sears, Inc. to EYP, Inc. and no further changes were made to the Contract; and

WHEREAS, pursuant to Article 29 (Assignability) of the Contract, EYP is prohibited from assigning the Contract without the express written consent of the County; and

WHEREAS, EYP has notified the County that on or about June 22, 2022, it closed an Asset Purchase Agreement with Page, pursuant to which Page will purchase substantially all of EYP’s assets as part of a Chapter 11 Bankruptcy proceeding, *In re: EYP Group Holdings, Inc. et al*, pending in the United States Bankruptcy Court for the District of Delaware, as Case No. 22-01367 (MFW); and

WHEREAS, EYP and Page have requested that the County consent to this assignment of the Contract from EYP to Page and the County is agreeable to the same; and

WHEREAS, effective as of the County granting its consent by execution of this document, EYP will assign to Page all rights and responsibilities relating to the Contract, including, without limitation, the Contract, approved by the County on October 5, 2011, as amended, between Fulton County and Stanley Beaman & Sears, Inc., together with any amendments, addendums, purchase orders, and all other documents incorporated into the heretofore described Contract; and

WHEREAS, upon the assignment, as approved by the Parties, Page will assume the duties, obligations, responsibilities, rights and remedies of EYP under the Contract.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Subject to EYP and Page providing proof of the Closing and the Transaction to the County, and subject to the terms, conditions and limitations set forth in the Contract, the County hereby:

(a) consents to the assignment of the Contract in connection with the Transaction to EYP and Page, and confirms that:

(i) the Contract is, upon the date of execution of this Agreement, in full force and effect, and

(ii) upon the date of execution of this Agreement, there is no breach or default under the Contract that is attributable to EYP, and

(iii) no additional consents are required in connection with the assignment of the Contract in connection with the Transaction, and

(b) agrees that EYP, to the extent EYP is not in default of the terms, conditions and obligations of the Contract at the time of execution of this Agreement, is released from any further obligation under the Contract, and

(c) agrees to consent to the assignment and assumption of the Contract in its entirety to Page.

2. Acceptance and Assumption. **Page Southerland Page, Inc.**, subject to the terms, conditions and limitations set forth in Contract, and execution of all documents required by the County, hereby irrevocably agrees to and accepts the assignment and assumption of the Contract.

3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon **Page Southerland Page, Inc.**, and any future assignment of the Contract must abide by the conditions set forth in Article 29 (Assignability) of the Contract.

4. Governing Law. This assignment and assumption of the Contract and any dispute arising under this Agreement shall be governed by, construed in accordance with and enforced under the laws of the State of Georgia, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

5. Conflicts. The parties agree that the sole purpose of this Agreement is to evidence the assignment and the assumption of the Contract. This Agreement shall not be interpreted or otherwise construed, to, and does not, alter, increase, or diminish in any respects the parties' rights, obligations and liabilities set forth in the Contract. This Agreement is made without any representation or warranty, express or implied, by any party. In the event of any conflict between the terms and conditions of this Agreement and the Contract, the terms and conditions of the contract shall govern.

6. Amendments and Waivers. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by each of the parties. All waivers of rights under this Agreement shall be in writing, and no waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty, covenant or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. Severability of Provisions. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Agreement shall nevertheless remain in full force and effect.

8. Further Assurances. Each party hereby agrees to take any and all additional actions and to execute, acknowledge, and deliver any and all documents, in each case which each party may reasonably request in order to carry out the provisions and purposes of this Agreement.

9. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any person or entity other than to the parties and their respective successors and permitted assigns.

10. Notices. The provisions of Article 34 of the Contract shall apply to this Agreement.

11. Execution. Each party has caused this acknowledgement to be executed by its authorized representative.

[Continued on Following Page]

So agreed, this _____ day of November, 2022.

OWNER:

ASSIGNOR CONTRACTOR:

FULTON COUNTY, GEORGIA

EYP, INC.

Robert L. Pitts, Commission Chair
Board of Commissioners

[Insert Name & Title of person
authorized to sign contract]

ATTEST:

ATTEST:

Tonya R. Grier, Clerk to the Commission

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

ASSIGNEE CONTRACTOR:

Page Southerland Page, Inc.

Y. Soo Jo, County Attorney

[Insert Name & Title of person
authorized to sign contract]

APPROVED AS TO CONTENT:

ATTEST:

Joseph Davis, Director
Department of Real Estate and Asset
Management

Secretary/
Assistant Secretary

(Affix Corporate Seal)