

## CONSENT TO ASSIGNMENT

**THIS CONSENT TO ASSIGNMENT** is given as of the \_\_\_\_ day of July, 2019, by the **WARREN COUNTY SCHOOL DISTRICT** (the "District") and the **NORTHWEST TRI-COUNTY INTERMEDIATE UNIT** (the "IU") to **SUPPA TRANSPORTATION, INC.** ("Suppa").

**WHEREAS**, the District and Suppa entered into a Transportation Services Agreement, effective July 1, 2019 (the "Transportation Agreement"); and

**WHEREAS**, the District, the Northwest Tri-County Intermediate Unit, and Suppa entered into an Early Intervention Transportation Services Agreement, effective July 1, 2019 (the "Early Intervention Agreement"); and

**WHEREAS**, in connection with and upon the sale of Suppa's assets to Johnson Transportation, LLC ("Johnson"), which sale is anticipated to close on or about July 31, 2019, Suppa desires to assign all its right, title, interest, and obligations in and to the Transportation Agreement and the Early Intervention Agreement to Johnson.

**NOW, THEREFORE**, intending to be legally bound hereby, (i) the District, pursuant to Section 18 of the Transportation Agreement and Section 18 of the Early Intervention Agreement, hereby grants its consent to the assignment by Suppa to Johnson of all of Suppa's right, title, interest, and obligations in and to the Transportation Agreement and the Early Intervention Agreement and (ii) the IU, pursuant to Section 18 of the Early Intervention Agreement, hereby grants its consent to the assignment by Suppa to Johnson of all of Suppa's right, title, interest, and obligations in and to the Early Intervention Agreement

By signing below, Johnson hereby acknowledges and agrees that, following assignment to Johnson, the Transportation Agreement and the Early Intervention Agreement (without modification and including Section 18 of each agreement relative to any future assignments) shall remain in full force and effect and that Johnson shall be bound by all of the terms and conditions contained in the Transportation Agreement and the Early Intervention Agreement.

This Consent to Assignment may be relied upon by Johnson and by Erie Bank, being the lender to Johnson in connection with the above described sale of assets. If the above described sale of assets does not close on or before August 16, 2019, this Consent to Assignment shall be null, void, and of no effect, and Suppa shall remain bound by all of the terms and conditions contained in the Transportation Agreement and the Early Intervention Agreement.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties hereto have duly executed this Consent to Assignment as of the day and year first above written. The individuals signing below certify that they are authorized agents of the respective entity and that, upon execution, this Consent to Assignment shall be binding upon the parties hereto.

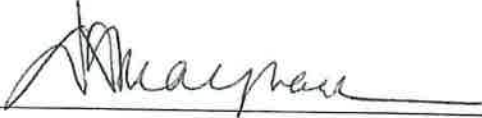
ATTEST:

WARREN COUNTY SCHOOL DISTRICT

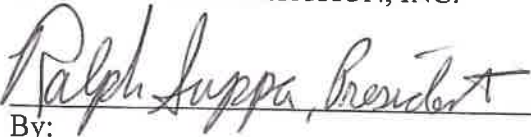
\_\_\_\_\_  
Secretary, Board of School Directors

\_\_\_\_\_  
By: President, Board of School Directors

NORTHWEST TRI-COUNTY INTERMEDIATE UNIT

  
\_\_\_\_\_  
By: Executive Director

SUPPA TRANSPORTATION, INC.

  
By: \_\_\_\_\_

:  
JOHNSON TRANSPORTATION, LLC

  
By: \_\_\_\_\_  
member