

ASSIGNMENT OF CONTRACTUAL SERVICE AGREEMENT
Landscape Maintenance Services

This ASSIGNMENT OF CONTRACTUAL SERVICE AGREEMENT for landscaping maintenance and snow removal ("Assignment") is made and entered into between WHATCOM TRANSPORTATION AUTHORITY ("WTA"), a Washington municipal corporation; TURFTENDERS, Inc. a Washington State corporation ("Turftenders"); and PROSCAPES, INC. a Washington State corporation ("ProScapes"). WTA and Turftenders entered an April 14, 2017 Contractual Service Agreement for Landscape Maintenance Services including Snow Removal, a true and correct copy of which is attached hereto and incorporated by reference as Exhibit A ("Contract"). Under the Contract, Turftenders is obligated to maintain the landscape and remove snow from WTA facilities. Turftenders now desires to assign all of its right and obligations under the Contract to ProScapes, which WTA is willing to approve under the following terms and conditions.

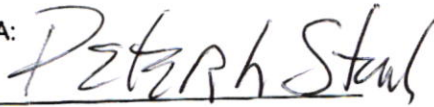
1. From the execution date of this Assignment ("Effective Date"), ProScapes shall perform all the services, terms and conditions, and shall have all rights set out under the Contract, which it warrants and represents that it has reviewed, as imposed upon Turftenders as the "Contractor," and from such date forward shall be the "Contractor" under the Contract.

2. Turftenders hereby waives and releases WTA from any claims, demands, rights and/or causes of action that it may have arising from the Contract or any services performed for WTA. WTA reserves any and all claims it may have against Turftenders for services it provided prior to the Effective Date, and may assert such claims against Turftenders and/or ProScapes. WTA releases Turftenders from any further obligations under the Contract following the Effective Date.

3. In addition to all obligations of ProScapes under the Contract, it shall at all times maintain its registration with the State of Washington, as an active Washington corporation, registered to do business in the state of Washington.

4. Turftenders shall hold harmless, indemnify and defend WTA from and against any claim or demand by any third party, including, any subcontractor, employee or agent of Turftenders, arising out of Turftenders' services under the Contract prior to the Effective Date. To this limited extent herein, Turftenders waives any exclusivity protection afforded by any Industrial Insurance Act, RCW Title 51.

WTA:



Dated: 1-8-18
Peter L. Stark, General Manager
Whatcom Transportation Authority
4011 Bakerview Spur
Bellingham, WA 98226

TURFTENDERS, INC.:



Dated: 1-2-18
Lary Stock, Owner
Turftenders, Inc.
6068 Portal Way
Ferndale, WA 98248

PROSCAPES, INC.



Dated: 12-29-17
Jerod Barth, Owner
ProScapes
PO Box 1061

Anacortes, WA 98221