

**ASSIGNMENT BY RAILWORKS TRACK SERVICES, INC. TO  
AND ASSUMPTION BY RAILWORKS TRACK SERVICES LLC  
OF THE OBLIGATIONS OF RAILWORKS TRACK SERVICES, INC.  
UNDER AGREEMENT NO. C0885 FOR MAINTENANCE SERVICES  
BETWEEN THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY AND  
RAILWORKS TRACK SERVICES, INC., AND CONSENT THERETO**

**THIS ASSIGNMENT BY RAILWORKS TRACK SERVICES, INC. TO AND ASSUMPTION BY RAILWORKS TRACK SERVICES, LLC OF THE OBLIGATIONS OF RAILWORKS TRACK SERVICES, INC. UNDER THE CONTRACT FOR MAINTENANCE SERVICES BETWEEN THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY AND RAILWORKS TRACK SERVICES, INC., AND CONSENT THERETO** is made and entered into by and among the **ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**, a California joint powers authority, (“**ACTA**”); **RAILWORKS TRACK SERVICES, INC.**, an Indiana corporation (the “**Corporation**”); and **RAILWORKS TRACK SERVICES, LLC**, an Indiana limited liability company (the “**LLC**”).

1. This Assignment, Assumption and Consent is made with reference to the following facts and objectives:
  - 1.1 ACTA and Corporation entered into a written maintenance agreement for rail corridor and non-rail components commencing May 1, 2019, for Corporation to perform maintenance services (Agreement No. C0885) (the "contract").
  - 1.2 Corporation has converted from a corporation to a limited liability company. Corporation desires to assign to LLC all of Corporation’s right, title and interest in the contract and LLC desires to assume all of the obligations of Corporation under the contract. ACTA desires to consent to such assignment and assumption.
2. Corporation hereby assigns all of its right, title and interest in the contract to LLC. LLC accepts the assignment from Corporation, and assumes all of the obligations under the contract. ACTA hereby consents to the

foregoing assignment and assumption. ACTA's consent to this assignment will not waive any restriction or requirement in the contract relating to any further assignment.

3. Except as provided herein, all terms and conditions of the contract shall remain in full force and effect.

RAILWORKS TRACK SERVICES, INC., an Indiana corporation

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CORPORATION

RAILWORKS TRACK SERVICES, LLC, an Indiana limited liability company

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LLC

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a California joint powers authority

\_\_\_\_\_

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

Michael Leue  
Chief Executive Officer

ACTA

The foregoing document is hereby approved as to form.

CHARLES PARKIN, City of Long Beach City Attorney

\_\_\_\_\_

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

David R. Albers, Deputy City Attorney