

ASSIGNMENT OF CONTRACT

This Assignment of Contract ("Assignment") is effective as of November 17, 2025 (the "Effective Date") by and between King County Directors' Association ("KCDA"), Diversification, Inc. dba Workpointe, Inc. ("Assignor") and Inside Source Washington, Inc. ("Assignee"). The above-referenced parties may be collectively referred to herein as the "Parties."

WHEREAS, Assignor bid upon KCDA Invitation to Bid #25-130 General Furniture, and as a result was awarded the associated Contract ("the Contract") for the provision of products specified therein to KCDA and its members; and

WHEREAS, Assignor has acquired Assignee and wishes to assign all of its rights and obligations with respect to the Contract to Assignee, which is willing to accept all such rights and obligations with respect to the Contract as its own; and

WHEREAS, KCDA will authorize the assignment of the Contract from Assignor to Assignee upon the terms and conditions set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all of its interests, rights and title held by Assignor in and to the Contract.

2. **Assumption of Obligations.** Assignee acknowledges the receipt of a copy of the Contract. As of the Effective Date, Assignee hereby assumes all of Assignor's interests, rights, duties and obligations remaining in the Contract. As of the Effective Date, Assignee agrees to comply with all of the terms and perform all obligations, conditions, and covenants in the Contract as if Assignee were an original party thereto.

3. **Assignor's Representations.** Assignor warrants that the Contract is in full force and effect and may be assigned with consent of KCDA. Assignor further warrants that the contract rights transferred in this Assignment are free of lien, encumbrance or adverse claim.

4. **Binding Effect.** The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Washington not including its conflict of laws rules that would refer to the laws of another jurisdiction.

6. **Waiver.** The failure of any Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.

7. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. In the event that any signature hereof is delivered by facsimile transmission or by e-mail as an attached, scanned document such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed or facsimile signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

ASSIGNOR

DIVERSIFICATION, INC. dba WORKPOINTE, INC.

Matt Arnold

Matt Arnold, President

Date: 11/11/2025

ASSIGNEE

Inside Source Washington, Inc.

Jason Lambert

Jason Lambert, Chief Financial Officer

Date: 11/11/2025

KCDA

KING COUNTY DIRECTORS' ASSOCIATION

Bart Powelson

Bart Powelson, Executive Director

Date: 11/11/2025