

ASSIGNMENT AND ASSUMPTION
OF AGREEMENT NO. 20-3764
AND CONSENT THERETO

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT NO. 20-3764 and CONSENT THERETO (hereinafter referred to as "Assignment") is entered into by, between and among the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), SAAB TECHNOLOGIES, LTD., a Canadian corporation ("SAAB" or "Assignor") and TIDALIS AMERICAS LTD., a Canadian corporation ("Tidalis" or "Assignee").

WHEREAS, in December 2020, City entered into Agreement No. 20-3764 ("Agreement") with SAAB for the purpose of providing Billing, Port Pilot, and Property Management Systems, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, on March 31, 2023, SAAB was acquired by Agilitas 2020 Private Equity GP Sarl which then changed its name to Tidalis Americas Ltd.; and

WHEREAS, SAAB seeks to assign the Agreement to Tidalis, Tidalis seeks to assume all rights and responsibilities pursuant to the assignment, and the City agrees to such assignment and assumption;

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Effective March 31, 2023, the Assignment and all rights, obligations, liabilities and provisions thereunder shall be subordinate to, and Assignee shall strictly comply with and not conflict with, all terms, covenants and conditions of the Agreement, or as hereinafter amended, which Assignor and Assignee agree that they have read. Assignee agrees to operate in accordance with and to assume all rights, obligations, operations, restrictions, limitations and liabilities associated with the Agreement.
2. Neither Assignor nor Assignee shall, by amendment or otherwise, alter the rights and obligations contained in the Agreement, approved by this Assignment, without the prior written consent of the City. Consent to one such change shall not be deemed to be consent to any subsequent change.
3. Assignee agrees to observe, obey and abide by the City of Los Angeles Charter and Administrative Code, and all applicable ordinances, rules and other regulations of the City.
4. Assignee shall not assign, sell, or otherwise transfer its interest in the Agreement as set forth in Section 12 of the Agreement.
5. Assignor shall remain liable in all respects for the performance of each of the terms, covenants, provisions, conditions and obligations of said Agreement and this Assignment.
6. Assignee shall provide City not less than sixty (60) days prior written notice of any merger of Assignee with or into any other entity or of any dissolution of Assignee.

7. The Agreement and this Assignment supersedes any and all agreements and understandings previously made between any of the parties hereto relating to the subject matter of the Agreement. The Agreement may only be modified, amended or altered in writing.

8. The Agreement and this Assignment shall be binding upon and inure to the benefit or detriment of Department, Assignor and Assignee, their respective successors, assigns and legal representatives.

9. The Agreement and this Assignment shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate U.S. Federal Court or California Superior Court located in Los Angeles County.

10. This Assignment may be executed in counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one instrument.

11. All notices shall be in writing and addressed as follows:

Notice to City. Written notices to City shall, until receipt of written notice otherwise from City, be given by registered or certified mail, postage prepaid, and addressed to:

City of Los Angeles Harbor Department
Director of Human Resources
425 S. Palos Verdes Street
San Pedro, CA 90731

Notice to Assignee. Written notices to Assignee shall, until City's receipt of written notice otherwise from Assignee, be given by registered or certified mail, postage prepaid, and addressed to:

TIDALIS AMERICAS LTD.
300-3500 Gilmore Way
Burnaby, BC V5G 0B8
Canada

Notice to Assignor. Written notices to Assignor shall, until City's receipt of written notice otherwise from Assignor, be given by registered or certified mail, postage prepaid, and addressed to:

SAAB TECHNOLOGIES, LTD.
300-3500 Gilmore Way
Burnaby, BC V5G 0B8
Canada

All such notices shall be effective upon receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

Dated: _____

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary


[Signature page continued on next page]

Dated: November 9, 2023

Assignor
SAAB TECHNOLOGIES, LTD.

By  Digitally signed by Pavel Skournik
Date: 2023.11.09 13:54:58 -08'00'


Pavel Skournik, Managing Director
(Print/type name and title)

By  DocuSigned by:
-0F0C13F07467446...

H.J. Sas, CFO
(Print/type name and title)

Dated: November 9, 2023

Assignee
TIDALIS AMERICAS LTD.

By  Digitally signed by Pavel Skournik
Date: 2023.11.09 13:55:15 -08'00'


Pavel Skournik, Managing Director
(Print/type name and title)

By  DocuSigned by:
-0F0C13F07467446...

H.J. Sas, CFO
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

11 - 13 -, 2023
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: 
MINAH PARK, Deputy