

ASSIGNMENT AND ASSUMPTION AGREEMENT
DEED OF GIFT- QUIT CLAIM

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), dated as of this _____ day of ~~January~~ 2025, is made and entered into by and between Everett Community College, a public institution of higher education in the State of Washington ("Assignor"), and Snohomish County, a political subdivision of the State of Washington, for the Snohomish County Airport Fire Department at Paine Field (collectively "Assignee"). Assignor and Assignee are referred to herein individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, Assignor received by means of a Quit Claim Deed of Gift (hereinafter the "Deed") dated 25 July 2013, a copy of which is attached hereto as Exhibit A, certain object(s) and property (the "Aircraft") from the Federal Express Corporation ("FEDEX");

WHEREAS, Assignor and Assignee have agreed in principle to the transfer of the Aircraft conveyed by FEDEX to Assignor for educational/training purposes under the terms of the Deed found in Exhibit A;

WHEREAS, notwithstanding any language to the contrary in the deed terms found in Exhibit A otherwise prohibiting any transfers, FEDEX has authorized and agreed to the transfer by Assignor to Assignee of any and all of portions, parts, or components of the Aircraft covered by the Deed.

WHEREAS, Assignee is willing and interested in the receipt of the object(s) and property received by Assignor under the terms of the Deed in Exhibit A;

WHEREAS, Assignee is willing to assume all liability, risk, costs, and expenses associated with the receipt of the Aircraft, the removal and transport of the Aircraft from its current location to Assignee property, and in connection with all future use of the Aircraft;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Deed.
2. Incorporation of Deed. The parties agree that the Deed, as attached in Exhibit A, is incorporated hereby into and to this Agreement, and subject to the assignment and assumption provisions outlined below.
3. Assignment. Subject to the terms and conditions of this Agreement and the Deed, and in accordance with the acceptance as to form by FEDEX, Assignor hereby assigns to Assignee all rights, title and interest of Assignor under the Deed and to the Aircraft.
4. Assumption of Obligations. Assignee acknowledges the receipt of a copy

of the Deed, as attached. As of the date of this Agreement, Assignee hereby assumes all of interests, rights, duties and obligations of Assignor under the terms of the Deed. As of the date of this Assignment, Assignee agrees to comply with all the terms of and perform all conditions and covenants in the Deed as if Assignee were an original party therein.

5. Acceptance as to Form and Waiver of Prohibition of Transfer. Assignor and Assignee acknowledge that FEDEX is not a party to this Agreement, but that FEDEX has reviewed this Agreement as to form and has unilaterally elected to waive the prohibition on transfer of the Aircraft found in the Deed for this transaction and under this Agreement only below.

6. Effective Date. This Agreement shall be effective as of the date of last signature below.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

8. No Representations or Warranty. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Deed, the Aircraft, or any other terms or conditions associated with the use and maintenance of the Aircraft, except as specifically set forth in this Agreement.

9. Assumption of Liability, Risk, Damages, and Expenses. Assignee hereby assumes all liability, risk, damages and expenses that may arise or be incurred as a result of Assignee taking possession of the Aircraft, due to the disassembly, preparation and transport of the Aircraft from its current location, and for all reassembly, use, and maintenance of the Aircraft once removed from its current location by Assignee or its agents, contractors, volunteers, customers, or employees. This assumption shall include any and all liabilities, risks, damages, or expenses incurred by third parties as of or after the Effective Date, as a result of any action or inaction of Assignee or its agents, contractors, volunteers, customers, or employees. Assignee shall indemnify, defend, and hold harmless Assignor for any claims, demands, damages, awards, penalties, or fees charged to or awarded against Assignor by any third party or governmental agency arising as of or after the Effective Date as a result of such actions or inactions by Assignee or its agents, contractors, volunteers, customers, or employees.

10. Waiver of Liability. In addition to the assumption of the indemnification obligations under the Deed as applied to FEDEX, Assignee hereby agrees to indemnify, defend, release and hold harmless Assignor in the same manner and to the same extent as provided by Assignor to FEDEX under the original terms of the Deed.

11. Section Headings. The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (without giving effect to conflict of law principles) as to all matters, including but not limited to matters of validity, construction, effect, performance and

remedies. Any action hereunder must be brought in the Superior Court of the State of Washington for Snohomish County.

13. Successors and Assigns. The covenants and conditions contained in the Agreement shall apply to and bind the Parties and their member, heirs, legal representatives, successors and any permitted assigns. Assignee acknowledges that the provisions of the Deed prohibiting transfer of the rights in or possession of the Aircraft, though waived in furtherance of this Agreement by FEDEX, shall and will remain binding on Assignee upon assumption by Assignee of the conditions of the Deed under this Agreement.

14. Everett Community College will provide to Snohomish County Airport Fire Department a training and best practice instruction with the operation and procedures for the donated 727-227 aircraft

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers as of the day and the year first set forth above.

ASSIGNOR:

Everett Community College

ASSIGNEE:

Snohomish County

 1/21/25

Dr. Chemene Crawford Date
President, Everett Community College

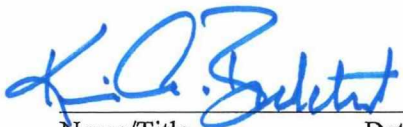
Snohomish Co. Council Date

Snohomish Co. Executive Date

Approved as to Form Date
Snohomish Co. Deputy Prosecuting Attorney

FEDEX:

Acknowledged as to form
by Federal Express
Corporation

 1/21/25
Name/Title Date

Kevin A. Burkhart
Vice President
Aircraft Acquisitions & Fleet Planning

EXHIBIT A
QUIT CLAIM
DEED OF GIFT

Quit Claim Deed of Gift to

EVERETT COMMUNITY COLLEGE

By these presents Federal Express Corporation ("FedEx") hereby quit claims to Everett Community College ("Recipient"), by way of gift, all its right, title and interest in and to the following object(s):

Boeing Model 727-227 TYPE AIRFRAME

Manufacturer's Serial Number: 21531

Including

Two (2) Pratt & Whitney Model JT8D Engines,

Engine Serial Numbers 709269 and 655868

and

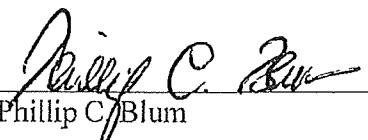
One (1) APU model GTCP85-98CK

Manufacturer's Serial Number: P36843

This Quit Claim Deed of Gift is subject to the terms and conditions contained in Exhibit 1 attached hereto.

Dated this 25th day of July, 2013

FEDERAL EXPRESS CORPORATION

By: 
Phillip C. Blum

APPROVED
LEGAL DEPARTMENT

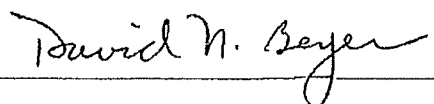
afp 17-July-2013

Title: Vice President, Aircraft Acquisitions

hereby acknowledges receipt of the above Quit Claim Deed of Gift.

Dated this 25th day of July, 2013

EVERETT COMMUNITY COLLEGE

By: 

Title: PRESIDENT

Exhibit 1

1. Recipient hereby agrees that the airframe, engines and any other personal property described in the Quit Claim Deed of Gift (hereinafter "Aircraft") shall be for ground use only and solely for customary training purposes. Recipient also agrees that it will not sell, transfer or convey any right, title or interest in or to the Aircraft or any parts or components off said Aircraft in any manner, except that Recipient shall be allowed to sell or otherwise transfer the Aircraft or any parts or components thereof as salvage material not for use on or in connection with any aircraft. Recipient further agrees that it will not attempt to operate or register the Aircraft with the Federal Aviation Administration or any foreign equivalent of same. Recipient agrees to paint over the FedEx logo and livery on the Aircraft following acceptance and will take full responsibility for the appearance, physical condition, and upkeep of the Aircraft, all of which shall be kept in good condition. Recipient acknowledges and agrees that FedEx shall have no obligation whatsoever with respect to any use, upkeep, maintenance, repair or any other activities concerning the Aircraft.
2. Indemnification: Recipient hereby agrees to indemnify, defend and hold harmless FedEx, its parent company and each of its parent companies' subsidiaries and each of their respective officers, directors, employees and agents (collectively "FedEx Indemnitees") from any and all costs, liabilities, damages, losses, expenses, demands, claims, suits or judgments, including the payment of reasonable attorneys' fees, costs and expenses (collectively "Claims"), by Recipient, or any third party brought either directly against FedEx, or through Recipient, or otherwise for: (i) death or injury to any person, and for the loss of, damage to or destruction of any property; and/or (ii) violations of any law, ordinance, rule, or regulation of any foreign government, the United States or any state, city, or other governmental body, in any manner arising after the date of delivery of the Aircraft to Recipient, including without limitation, Claims arising out of the possession, ownership, maintenance, use or any other events related to the Aircraft by or involving Recipient or any third party or otherwise and whether or not caused by or arising out of Recipient's or any such third party's negligence or otherwise. Recipient shall have the obligation, if elected by FedEx Indemnitees, to control the negotiation and settlement of any Claim, or the defense of any Claim, against FedEx Indemnitees; provided, however, FedEx Indemnitees may intervene, in its discretion, in any Claim. Recipient shall not settle or compromise any Claim which may have the effect of imposing liability on, or resulting in any negative public exposure for FedEx Indemnitees without FedEx's prior written consent.
3. Limitation of Warranty. FEDEX SHALL NOT BE DEEMED TO HAVE MADE, AND RECIPIENT DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, AND GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE AIRCRAFT, ALL PARTS, COMPONENTS THEREOF AND ALL DOCUMENTATION AND MATERIALS RELATED THERETO, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AIRWORTHINESS. THE AIRCRAFT AND ALL EQUIPMENT, DOCUMENTATION

AND MATERIALS GIVEN HEREUNDER ARE GIVEN AS IS, WHERE IS WITH ALL FAULTS AND WITHOUT RECOURSE TO FEDEX. RECIPIENT, ON BEHALF OF ITSELF AND ANY PERSON AND ENTITY CLAIMING BY OR THROUGH IT, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, RENOUNCES AND RELEASES FEDEX FROM ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY WHATSOEVER, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT DAMAGES FOR PERSONAL INJURY, DEATH, PROPERTY, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF OPPORTUNITY, LOSS OF CONTRACT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR OTHER DAMAGES, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT, IN TORT, STRICT LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE, NO AGREEMENT ALTERING OR EXTENDING FEDEX'S LIABILITY FOR REPRESENTATIONS AND WARRANTIES SHALL BE BINDING UPON FEDEX UNLESS IN WRITING AND EXECUTED BY FEDEX'S AND RECIPIENT'S AUTHORIZED OFFICERS.

4. Nothing in this Quit Claim Deed of Gift shall be construed to transfer, grant, convey, sell, give or license to Recipient, any right, title or interest whatsoever in or to the FedEx service mark, name, logo, livery or any other graphics or information identifying FedEx, and Recipient shall not use any such mark, name, logo, graphics or information, in any form or manner unless permitted in writing by FedEx.
5. Supplemental Type Certificates. The Aircraft has or may have modifications incorporated pursuant to Supplemental Type Certificates for which FedEx is the holder ("STCs"). EXCEPT TO THE EXTENT REQUIRED BY LAW, IF ANY, FEDEX SHALL NOT BE OBLIGATED TO NOTIFY RECIPIENT OF DESIGN CHANGES, UPGRADES, IMPROVEMENTS, REVISIONS, REPLACEMENTS, SPECIFICATION CHANGES, DEFECTS, FAILURES, MALFUNCTIONS OR OTHER SAFETY OR PERFORMANCE ISSUES RELATED TO THE AIRCRAFT, INCLUDING WITHOUT LIMITATION ANY EQUIPMENT, PARTS AND COMPONENTS INSTALLED THEREON, ANY EQUIPMENT THE SUBJECT OF THE STCS, OR ANY TECHNICAL DOCUMENTS RELATED THERETO. FURTHER, FEDEX SHALL NOT BE OBLIGATED TO NOTIFY RECIPIENT OF ANY ASSIGNMENTS, AMENDMENTS, MODIFICATIONS, CANCELLATIONS, REVOCATIONS OR SURRENDERINGS OF THE STCS. TO THE EXTENT THE FOREGOING ARE REQUIRED UNDER LAW TO BE PROVIDED BY FEDEX, RECIPIENT HEREBY IRREVOCABLY WAIVES AND RELEASES FEDEX FROM SUCH OBLIGATIONS TO THE FULLEST EXTENT ALLOWED BY LAW.
6. In addition to other restrictions set forth in this Quit Claim Deed of Gift, Recipient represents, warrants and covenants that it will not possess, use, operate, maintain, store, transport, salvage, sell, lease, transfer or otherwise deal with the Aircraft or any equipment, part or component conveyed to Recipient hereunder except in strict compliance with all applicable rules, orders, laws and regulations of any federal, state,

country, province, agency or governmental authority having jurisdiction over Recipient or such items and, further, that Recipient shall not export any such items contrary to United States law.

Contact Information as to Recipient:

**John Olson
Everett Community College
2000 Tower Street
Everett, Washington 98201**

Contact Information as to FedEx:

**Phillip C. Blum, Vice President
Federal Express Corporation
3131 Democrat Road
Memphis, Tennessee 38118**