

DONATION AND RELEASE AGREEMENT

This Donation and Release Agreement (this “Agreement”) for the transfer of ownership of used equipment between Hub City Terminals, Inc. (“Hub”), a Delaware Corporation, with its place of business at 2000 Clearwater Dr., Oak Brook, IL, and County of Santa Barbara (“Transferee”), with a location at 66-A South San Antonio Road, Santa Barbara, CA 93110, (each a “Party” and collectively the “Parties”), is effective as of March 30, 2020 (the “Effective Date”).

WHEREAS, Hub owns certain used equipment that it wishes to donate to Transferee;

WHEREAS, Transferee is a county government;

THEREFORE, for good and valuable consideration, the Parties agree to the following:

1. Attached hereto as Exhibit 1 is a description of used refrigerated trailer(s) with attached refrigeration units (the “Equipment”) that Hub agrees to donate to Transferee, and Transferee agrees to take ownership of, pursuant to this Agreement.
2. Hub shall hereby donate the Equipment at no cost to Transferee provided, and on the condition that, Transferee signs this Agreement. As of the Effective Date, transfer of ownership (including, without limitation, all rights, title, and interest), exclusive possession and control, and risk of loss of the Equipment transfers to Transferee.
3. Promptly following the transfer of ownership pursuant to this Agreement, Hub shall provide the original title documents for the Equipment, if any, to Transferee properly documenting the transfer hereunder (with Transferee executing any necessary transfer documentation). Any additional requirements related to transfer of title for the Equipment is the sole responsibility of Transferee; provided, however, that Hub agrees to execute all reasonable documents presented by Transferee that are necessary to finalize transfer of title and registration of the Equipment to Transferee. Transferee shall provide to Hub a donation letter evidencing Hub’s donation of the Equipment.
4. Transferee acknowledges that the Equipment is in used condition. The Equipment is sold “as-is” and “where-is”. Hub expressly disclaims all warranties, whether express, implied, or statutory, as to the Equipment, including, without limitation, any warranty of merchantability or other quality and fitness for a particular purpose.
5. Hub shall deliver the Equipment to a location acceptable to Hub.
6. Transferee agrees to remove all existing company-specific identification markings (e.g., logos, ID#s) from the Equipment (“De-Identification”), at Transferee’s sole expense.
7. Transferee hereby agrees to defend, indemnify and hold harmless Hub and its directors, officers, employees, parent companies, corporate affiliates, contractors, and agents (the “Indemnitees”) against any and all claims, demands, liabilities, losses, damages, actions, suits, costs, fines, penalties, and expenses (including reasonable attorneys’ fees) (collectively, “Claims”) related to Transferee’s acts or omissions or breach of this Agreement, except to the extent such Claims were caused by such Indemnitees’ own negligence or misconduct.
8. To the extent that either Party may be precluded by acts of Nature, authority of law, strikes, labor disputes, accidents, lockouts, riots, war or other causes beyond its reasonable control from compliance with any term or condition in this Agreement or any attachment hereto, such compliance shall be excused to the extent it is necessitated by such causes and neither Party shall be liable to or penalized by the other for any loss, damage

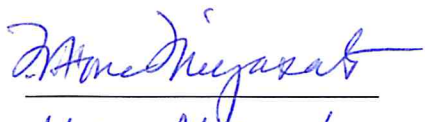
or failure to perform that results therefrom; provided all other sections of this Agreement remain in full force and effect.

- 9. Should any Party materially breach this Agreement, the non-breaching Party shall be indemnified by the breaching Party for its reasonable attorney’s fees and out-of-pocket costs which are in any way related to the breach of this Agreement. This provision shall not limit the remedies either Party may have otherwise possessed in law or equity related to a breach of this Agreement. The term “out-of-pocket” costs shall not include lost profits or other consequential damages. Transferee shall indemnify, defend, and hold Hub (and its subsidiaries and affiliates) harmless from any damage, loss, liability, claim, penalty, fine, or expense (including, without limitation, reasonable attorneys’ fees) related to, or stemming from, the Equipment following the Effective Date.
- 10. In any event that any portion of this Agreement becomes or is deemed unenforceable, the remaining portions of this Agreement shall remain in full force and effect.
- 11. This Agreement is the final agreement between the Parties regarding the subject matter hereof and supersedes any and all prior agreements, proposals, negotiations and representations, written or oral. The terms and conditions of this Agreement cannot be modified, supplemented or rescinded except by an agreement in writing signed by authorized representatives of the Parties. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement.
- 12. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to Illinois’ choice of law principles. Any action, proceeding or litigation arising from or related to this Agreement, whether of validity, interpretation, performance or otherwise, shall be filed and litigated exclusively in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois located in DuPage County, Illinois or in the United States District Court for the Northern District of Illinois, Eastern Division, and in no other court, and Hub and Transferee hereby consent to jurisdiction in these courts and agree that venue is proper exclusively in these courts.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the Effective Date:

County of Santa Barbara

Hub City Terminals, Inc.

Signature: 
 Print: Mona Miyasato
 Title: County Executive Officer / Director of Emergency Services
 Date: 4-2-20

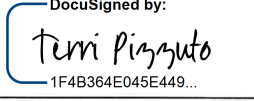
Signature: 
 Print: Terri Pizzuto
 Title: CFO
 Date: March 31, 2020

Exhibit 1
List of Equipment

VIN#:

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