

NOVATION AGREEMENT (Non-revenue)

The _____ (Transferor), a limited liability company duly organized and existing under the laws of _____ [insert State] with its principal office in _____ [insert city]; Originally _____ (Transferee), [if appropriate add “formerly known as the _____ “] a limited liability company duly organized and existing under the laws of _____ [insert State] with its principal office in _____ [insert city]; and the Washington Metropolitan Area Transit Authority (WMATA) enter into this agreement on _____ [today’s date].

(a) **THE PARTIES AGREE TO THE FOLLOWING FACTS:**

1. WMATA has entered into certain contracts with Transferor, namely: Contract(s) _____ [insert contract identification number]; or delete “namely” and insert “as shown in the attached list marked Exhibit A and incorporated in this Agreement by reference”. The Term “**THE CONTRACTS,**” as used in this Agreement, means the above contracts and purchase orders, including all modifications, made between WMATA and the Transferor before the effective date of this Agreement (whether performance has been completed and releases have been executed if WMATA or the Transferor has any remaining rights, duties, or obligations under these contracts). Included in the term “**THE CONTRACTS**” are also all modifications made under the terms and conditions of the contracts between WMATA and the Transferee, on or after effective date of this Agreement.
2. As of _____ 20_____, the Transferor has transferred to the Transferee all of the assets of the Transferor by virtue of a _____ [insert term descriptive of the legal transaction involved] between the Transferor and Transferee.
3. The Transferee has accepted all the assets of the Transferor by virtue of the above transfer.
4. The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.
5. The Transferee is in a position to fully perform all obligations as they may exist under the contracts.
6. It is consistent with WMATA’s interest to recognize the Transferee as the successor party to the contracts.
7. Evidence of the above transfer has been filed with WMATA. [When a

change of name is also involved; e.g., a prior or concurrent change of the Transferee's name, an appropriate statement shall be inserted (see example in paragraph (8) below)].

8. A certificate dated _____20_____, signed by the Secretary of State of _____ [insert State], to the effect that the corporate name of _____ was changed to _____ in _____ [month] 20_____, has been filed with WMATA.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT-

1. The Transferor confirms the transfer to the Transferee, and waives any claims and rights against WMATA that it now has or may have in the future in connection with these contracts.
2. The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee was the original party to the contracts.
3. The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.
4. WMATA recognizes the Transferee as the Transferor's successor in the interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. On the effective date of this Agreement, the term "**CONTRACTOR**" as used in the contracts, shall refer to the Transferee.
5. Except as expressly provided in this Agreement, nothing shall be construed as a waiver of WMATA's rights against the Transferor.
6. All payments and reimbursements previously made by WMATA to the Transferor, and all other actions taken by WMATA under the contracts, shall be considered to have discharged those obligations under the contracts. All payments and reimbursements made by WMATA after the date of this Agreement shall have the same force and effect as if made to the Transferee and shall constitute a complete discharge of WMATA's obligations under the contracts, to the extent of the amounts paid.
7. The Transferor and Transferee agree that WMATA is not obligated to give effect to any costs, taxes, or other expenses, or any related increases,

directly or indirectly arising out of or resulting from the transfer or this Agreement.

8. The Transferor guarantees all payments and the performance of all obligations that the Transferee (i) assumes under this Agreement; or (ii) may undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.
9. The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY,

By _____

Title _____

By _____

Title _____

[CORPORATE SEAL]

[insert previous Corporation name]

By _____

Title _____

[CORPORATE SEAL]

[insert current Corporation name]

CERTIFICATE

I, _____, certify that I am the Secretary of _____; that _____, who signed this Agreement for this limited liability company (LLC), was then _____ of this LLC; and that this Agreement was duly signed for and on behalf of this LLC by authority of its governing body, and within the scope of its corporate powers. Witness my hand and seal of this LLC this ____ day of _____ 20____.

By _____
[SEAL]

CERTIFICATE

I, _____, certify that I am the Secretary of _____; that _____, who signed this Agreement for this corporation, was then _____ of this LLC; and that this Agreement was duly signed for and on behalf of this LLC by authority of its governing body, and within the scope of its powers. Witness my hand and seal of this LLC this ____ day of _____ 20____.

By _____
[SEAL]