

Assignment Agreement

This Assignment Agreement, hereinafter referred to as "Agreement," is made this __ day of February, 2016, by and between Venable LLP, hereinafter referred to as "Assignor," and Downs Government Affairs, hereinafter referred to as "Assignee," in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged.

WHEREAS, Assignor entered into a contract, included as an attachment to this Agreement, entitled Professional Services Agreement for Federal Representation Services, hereinafter referred to as "Contract," with the City of San Antonio, Texas, hereinafter referred to as 'Obligor;'

WHEREAS, the Contract has an expiration date of December 31, 2016, as may be extended as permitted therein;

WHEREAS, Assignor wishes to assign all of its rights and obligations under the Contract to the Assignee;

WHEREAS, assignment of the Contract requires the prior consent of the Obligor; and

WHEREAS, the Obligor has verbally consented to assignment of the Contract from the Assignor to the Assignee.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Subject to approval of this Assignment by Obligor, Assignor shall assign all its right, title and interest, and delegate to Assignee all its obligations responsibilities and duties, in and to the Contract.
2. From and after the Effective Date, Assignor shall have no interest in or responsibility for the Contract and shall have no obligations or duties with respect to the Contract or any performance or compliance thereunder. From and after January 1, 2016, Obligor shall look solely to Assignee for any performance or compliance under the Contract and shall not have any claim or rights with regard to Assignor arising out of or relating to Assignee's performance or compliance under the Contract. For the avoidance of doubt and without limiting the scope of this paragraph, Assignor shall have no obligation or responsibility for the indemnity or insurance requirements under the Contract.
3. Subject to approval of this Assignment by Obligor, Assignee hereby accepts assignment of all of Assignor's obligations responsibilities and duties under the Contract, including the insurance and indemnity requirements, and all of Assignor's right, title and interest in and to the Contract.

Agreed and Accepted:

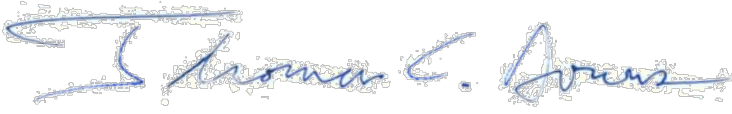
Venable LLP

Signature

_____, 2016
Date

Printed Name, Title

Downs Government Affairs

A handwritten signature in blue ink that reads "Thomas C. Downs". The signature is stylized and written in a cursive script.

Signature

January 11, 2016
Date

Thomas C. Downs, Principal
Printed Name, Title