

ASSIGNMENT OF CONTRACT

This Assignment of Contract ("Assignment"), made and entered into in San Antonio, Bexar County, Texas, is effective as of June 3, 2021 ("Effective Date") by and between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager ("City"), San Antonio Bike Share, a Texas non-profit corporation ("Assignor"), and B-cycle, a Delaware limited liability company ("Assignee") pursuant to Ordinance 2010-06-17-0563 passed and approved by the City Council on June 17, 2010. The above-references parties may be collectively referred to herein as the "Parties".

WHEREAS, the City and Assignor are parties in the Bike Share/Rental and Bike Tours Program agreement ("Agreement") dated June 17, 2010 between Assignor and the City of San Antonio, a Municipal Corporation in the State of Texas; and

WHEREAS, Assignor desires to assign and Assignee desires to receive by assignment, all of Assignor's rights and obligations under the Agreement;

WHEREAS, CITY desires to consent to said Assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **ASSIGNMENT:** Assignor hereby assigns to Assignee all of Assignor's interests, rights and title held by Assignor in and to the Agreement.
2. **ASSUMPTION OF OBLIGATIONS:** Assignee acknowledges the receipt of a copy of the Agreement. As of the date of this Assignment, Assignee hereby assumes all of Assignor's interests, rights, duties and obligations remaining in the Agreement. As of the date of this Assignment, Assignee agrees to comply with all the terms, make all payments, and perform all conditions and covenants in the Agreement as if Assignee were an original party therein.
3. **ASSIGNOR'S REPRESENTATIONS:** Assignor warrants that the Agreement is in full force and effect and fully assignable or may be assigned with consent of Other Party. Assignor further warrants that the contract rights transferred in this Assignment are free of lien, encumbrance or adverse claim.
4. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Venue and jurisdiction for

any claim or dispute arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

6. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce or compel strict compliance with every provision of the Assignment.
7. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which go together shall constitute one and the same document. In the event that any signature hereof is delivered by facsimile transmission or by e-mail as an attached, scanned document such signature shall create a valid and binding obligation of the Party or Other Party executing the same with the same force and effect as if such e-mailed or facsimile signature page were an original thereof.
8. **CONSENT TO ASSIGNMENT:** Consenting Party hereby consents and agrees to the assignment of the Agreement from Assignor to Assignee upon the terms and conditions set forth herein. Consenting Party hereby releases the Assignor from the Agreement, upon the terms and conditions set forth herein. It is the intent and understanding of Consenting Party that the Contract shall not be modified or altered in any manner, except as to the substitution of Assignee for Assignee.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

- *Remainder of Page Intentionally Left Blank -Signature Page on Following Page –*

ASSIGNOR: SAN ANTONIO BIKE SHARE

ASSIGNEE: B-cycle, LLC



Name: JD Simpson

Name: Morgan Ramaker

Title: Executive Director

Title: Executive Director

Date: 4-28-2021

Date: 4-28-21

CITY CONSENT (CONSENTING PARTY):

The undersigned, CITY, hereby consents to the foregoing Assignment and releases the Assignor from its obligations and liabilities arising under the Agreement and accepts Assignee as a party to the Contract in place of Assignor.

**CITY OF SAN ANTONIO,
A TEXAS MUNICIPAL CORPORATION**

Name: _____

Title: _____

Date: _____

Attest:

Tina J. Flores
City Clerk

As to Form:

Assistant City Attorney