

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is to be effective as of April 1, 2015 (the "Effective Date") and is entered into between InterVISTAS Consulting LLC, a Delaware limited liability company (hereinafter called "Assignor"), and InterVISTAS Consulting Inc., a Delaware corporation (hereinafter called "Assignee"), and consented to by the City of San Antonio, a Texas Municipal Corporation, (hereafter called "City") acting by and through its City Manager pursuant to Ordinance Number \_\_\_\_\_, passed and approved by the San Antonio City Council on \_\_\_\_\_.

### WITNESSETH

WHEREAS, a "Professional Services Agreement" (the "Agreement") was executed on August 30, 2012 between the City and InterVISTAS Consulting LLC pursuant to Ordinance No. 0656 dated August 30, 2012;

WHEREAS, on April 1, 2015 Assignor assigned the Professional Services Agreement to Assignee by operation of law as a result of the merger of Assignor with and into Assignee, with Assignee as the surviving entity;

WHEREAS, Assignor has requested the City's consent to the assignment of Assignor's rights and obligations under the Agreement to Assignee); and

WHEREAS, the City is willing to consent to this request of Assignor to assign its rights under the Agreement to Assignee;

NOW THEREFORE, in consideration of the terms, covenants and promises, agreements, and demises herein contained, and for other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby conveys, transfers, and assigns and delivers to Assignee, its successors and assigns, all of Assignor's rights, title, and interest in and to the Agreement, effective hereinafter set forth.
2. In consideration therefore, Assignee hereby accepts, assumes, takes over, and succeeds to all of the Assignor's rights, duties, interests, liabilities, and obligations under the Agreement. Assignee agrees to indemnify and hold harmless the City with respect to any and all such duties, liabilities, or obligations.
3. Assignor warrants to Assignee that it is not in material breach of the Agreement and hereby agrees, for itself and its successors and assigns, to indemnify and hold harmless Assignee from any loss, damage, environmental damage, claim, cost, or expense arising from the failure of Assignor, its successors or assigns, to perform any of the terms, conditions, covenants, and obligations of the Agreement, provided such indemnity shall apply only to failure accruing prior to the Effective Date of this Assignment.

4. The City consents to the assignment of the rights and obligations of Assignor to Assignee, and authorizes the City Manager or her designee to consent to this Assignment and Assumption Agreement.

5. The Effective Date of this Agreement shall be April 1, 2015.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Agreement as of the Effective Date.

EXECUTED THIS THE \_\_\_\_ day of \_\_\_\_\_, 2015.

ASSIGNOR:  
InterVISTAS Consulting LLC

ASSIGNEE:  
InterVISTAS Consulting Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Deborah T. Meehan, President

\_\_\_\_\_  
Deborah T. Meehan, President

CONSENT GRANTED: City of San Antonio

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

APPROVED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date Approved