

## ASSIGNMENT OF AGREEMENT

**THIS ASSIGNMENT OF AGREEMENT** is entered into as of this \_\_\_\_ day of September, among and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A, 200 East Main Street, Lexington, Kentucky 40507 (“Lexington”), **SMITH MANAGEMENT GROUP, INC.**, a Kentucky corporation, 1405 Mercer Road, Lexington, KY 40511 (“SMG”), and **ALL4, LLC**, a Delaware limited liability company, 2393 Kimberton Road, PO Box 299, Kimberton, PA 19442 (“ALL4”).

### RECITALS:

**WHEREAS**, Lexington and SMG previously entered into an Agreement (Contract No. 126-2016) to perform certain professional services related to a safety audit and the implementation of waste water treatment plant safety management program improvements and post-audit implementation services (the “Project”), a true and correct copy of which is attached hereto as Exhibit “A” and incorporated herein as if fully stated (the “Project Agreement”); and

**WHEREAS**, SMG has been acquired by ALL4 and all responsibility for and management of the Project is being transferred to ALL4; and

**WHEREAS**, the parties desire to agree to the assignment of the Project Agreement as further described herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and assignments recited herein, the parties hereto have agreed and do hereby agree as follows:

1. The above Recitals are incorporated into the body of this Assignment of Agreement as if set forth at length herein.
2. The parties agree to the assignment of all obligations and responsibilities under the Project Agreement by SMG (“Assignor”), a Kentucky corporation with its primary place of business located at 1405 Mercer Road, Lexington, Kentucky, 40511, to ALL4 (“Assignee”), a Delaware limited liability company with its primary place of business located 2393 Kimberton Road, PO Box 299, Kimberton, PA 19442. Following the assignment, SMG shall no longer be a party to the Project Agreement. SMG (“Assignor”) warrants that it has not breached the Project Agreement and that it is in full compliance with all the terms and conditions of the Project Agreement at the time of this assignment’s execution.
3. ALL4 (“Assignee”) has accepted and agreed to the assignment of the Project Agreement to it and agrees to perform, observe, and discharge all of the duties, obligations, and undertakings set forth in the Project Agreement or in any way related to the Project. ALL4 agrees that all terms, conditions, rights, and obligations of the parties pursuant to the Project Agreement shall continue in full force and effect following the

assignment of the Project Agreement, and ALL4 specifically agrees to be bound by all risk management, insurance, and indemnification provisions in the Project Agreement.

4. LFUCG consents to the assignment of the Project Agreement to ALL4. All prices, terms, and conditions of the Project Agreement shall continue in force and effect. However, LFUCG retains all rights for any breach of the assigned Project Agreement that may have occurred prior to the date of said assignment, and LFUCG does not agree to waive any claims, liabilities, or other matters that arise as a result of the assignment.

5. This Assignment of Agreement and the Project Agreement constitute the entire agreement between the parties and supersede any and all prior discussions, agreements, arrangements, and/or understandings, all of which are merged herein. This Assignment of Agreement and Project Agreement shall not be changed, amended, or altered except in writing and signed by the parties.

6. This Assignment of Agreement and Project Agreement are solely for the benefit of the parties thereto and the parties do not intend to create any rights in any third party beneficiaries nor to confer any benefit upon or enforcement rights upon any other party.

7. The parties warrant that each has the power and authority to execute this Assignment of Agreement. The provisions of this Assignment of Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the parties, but if for any reason any provision is unenforceable or invalid, such provision shall be deemed severed from this Assignment of Agreement and the remaining provisions shall be carried out with the same force and effect.

8. LFUCG is a political subdivision of the Commonwealth of Kentucky, and the parties acknowledge and agree that LFUCG is unable to provide indemnification or otherwise save, hold harmless, or defend SMG ("Assignor") or ALL4 ("Assignee"). Moreover, the parties acknowledge that, as a political subdivision of the Commonwealth of Kentucky, LFUCG is subject to the Open Records Act, and public inspection of public records, including records related to this Assignment of Agreement, the Project Agreement, or the Project, may be required unless such records are exempt from inspection under the Open Records Act.

9. This Assignment of Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

10. This Assignment of Agreement shall be governed by the laws of the Commonwealth of Kentucky. Venue for any dispute arising under or relating to this Agreement shall be in the state or federal courts located in Fayette County, Kentucky, and the parties agree to submit to the personal jurisdiction of those courts.

**IN TESTIMONY WHEREOF**, the duly authorized representatives of the parties have signed and executed this Assignment of Agreement, effective as of the date first herein written.

**SMITH MANAGEMENT GROUP, INC. (Assignor)**

Signature: \_\_\_\_\_

Printed Name: Clayton Whitney

Position: President

Date: 09/23/2020

STATE OF KENTUCKY )

COUNTY OF FAYETTE )

The foregoing Assignment of Agreement was subscribed, sworn to, and acknowledged before me by Clayton Whitney, as \_\_\_\_\_ of Smith Management Group, Inc., for and on behalf of Smith Management Group, Inc., on this 23<sup>rd</sup> day of sept, 2020.

Commission expires: 2/5/2021



**KIMBERLY KAROLCZYK**  
Notary Public, State of Ohio  
My Commission Expires  
February 5, 2021

Kimberly Karolczyk  
NOTARY PUBLIC

**ALL4, LLC (Assignee)**

Signature: \_\_\_\_\_

Printed Name: Kevin Romito

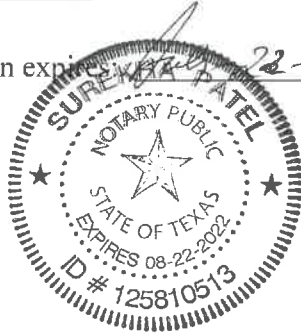
Position: CEO

Date: 9/15/2020

STATE OF TEXAS )  
 )  
COUNTY OF FORT BEND )

The foregoing Assignment of Agreement was subscribed, sworn to, and acknowledged before me by KEVEN ROMITO, as Chief Financial Officer of ALL4, LLC, for and on behalf of ALL4, LLC, on this 15th day of SEPTEMBER, 2020.

My commission expires: SEPTEMBER 22-2022



Surekha Patel  
NOTARY PUBLIC

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing Assignment of Agreement was subscribed, sworn to, and acknowledged before me by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government, for and on behalf of the Government on this \_\_\_\_ day of \_\_\_\_\_, 2020.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC