



**Assignment and Assumption Agreement
by and between
City of Georgetown and IPKeys Power Partners LLC.**

This Assignment and Assumption Agreement (“Assignment”) is entered into this 5th day of December 2018 by and between the City of Georgetown (“City”) and IPKeys Power Partners LLC (IPKeys), a Delaware limited liability company.

Whereas, the City and ElectSolve Technology Solutions and Services, Inc. entered into a Meter Data Management Contract December 16, 2010 (“Agreement”);

Whereas, ElectSolve Technology Solutions & Services Inc. (ElectSolve) entered into a definitive asset purchase agreement with IPKeys Power Partners LLC (IPKeys) for sale of all ElectSolve’s assets effective October 16, 2018;

Whereas, pursuant to the Meter Data Management Contract, ElectSolve cannot assign its rights and obligations without the prior consent of the City; and

Whereas, City desire to consent to such assignment pursuant to the terms and conditions set forth below.

Now Therefore, in consideration of the foregoing recitals that are incorporated herein by this reference and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purchase and Assignment. Pursuant to the purchase of ElectSolve by IPKeys, ElectSolve has granted and assigned to IPKeys all of its rights, title, and interest in, to and under, all of its rights, duties and obligations arising out of or relating to the Agreement, as amended.
2. Assumption of Assignment. Pursuant to the purchase of ElectSolve by IPKeys, IPKeys hereby accepts and assumes the foregoing assignment by ElectSolve of all of its rights, title and interest in, to and under, and all rights duties and obligations of ElectSolve arising out of or relating to the Agreement, in accordance with the terms and conditions of the Agreement and this Assignment.
3. Consent. City hereby consents to such assignment and assumption. City’s consent to this assignment and assumption is not intended to and shall not amend, modify, or delete in anyway the rights and obligations of the City, ElectSolve or IPKeys under the Agreement.
4. Miscellaneous Provisions.
 - a. Confidentiality. ElectSolve, as assignor and party to the Agreement, may disclose necessary confidential information to IPKeys, as assignee, received from the City, provided that IPKeys is first informed by ElectSolve of the confidential nature of such confidential information and shall have agreed in writing to maintain its confidentiality in accordance with the Agreement.
 - b. Severability. Provisions of this Assignment are severable. If any provision is held to be invalid or unenforceable it shall not affect the validity or enforceability of any other provision.



- c. Sole Agreement. This Assignment represents the final, sole and entire agreement between the Parties and, except as expressly stated herein, supersedes all prior agreements, negotiations and discussions between the parties with respect to the subject matters contained herein. This Assignment is fully integrated.
- d. Governing Law. This Assignment shall be construed under the laws of the State of Texas. Any cause of action arising out of the Agreement or Assignment shall be filed in the Superior Court of the County of Williamson, Texas.
- e. Counterparts. This Assignment may be executed in one of more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.
- f. Amendment or Modification. This Assignment may be amended or modified only by a written instrument signed by all Parties or their successors in interest.
- g. Successors and Assigns. This Assignment shall apply to, bind and inure to the benefit of the Parties and their respective successors and assigns.
- h. Authority. The individuals executing this Assignment, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that its attorneys were solely responsible for drafting this Assignment or any provision thereof.

[Remainder of page left intentionally blank]



IN WITNESS WHEREOF, the Parties hereto have executed this Assignment on the date first written above.

IPKeys Power Partners, LLC.

A handwritten signature in black ink, appearing to read "David C Reynolds", written over a horizontal line.

David Reynolds
Senior Contracts Manager
IPKeys Power Partners LLC.
732-982-3115

City of Georgetown

Dale Ross, Mayor
City of Georgetown

ATTEST:

APPROVED TO FORM:

Robyn Densmore, City Secretary

Charlie McNabb, City Attorney