

4-G

**ASSIGNMENT AGREEMENT**

This Assignment Agreement ("Assignment") is made this 27<sup>th</sup> day of October, 2016, between the County of Tom Green ("Client"), Hanson Professional Services Inc., a Delaware Corporation ("Assignee"), and Naismith Engineering, Inc., a Texas Corporation. ("Assignor").

**RECITALS:**

- A. Assignor entered into certain uncompleted Contracts, incorporated herein ("Contracts") with Client.
- B. The Contracts are by their terms assignable upon the prior written consent of the Client.
- C. Assignor desires to assign the Contracts to Assignee, and Assignee is willing to perform all remaining duties and obligations under the Contracts.

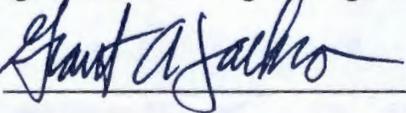
In consideration of the mutual covenants herein, the parties agree as follows:

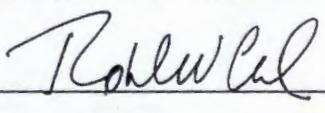
- 1. Assignor grants, bargains, sells, conveys, transfers, assigns, and sets over its entire right, title, interest in and duties under the Contracts to Assignee subject to the covenants and conditions set forth herein.
- 2. Assignee assumes all obligations of Assignor under the Contracts for all work undertaken by Assignor prior to the effective date of the Assignment including but not limited to existing liabilities and subconsultant obligations, and Assignee assumes the Contracts and will perform faithfully all of the covenants, stipulations and agreements contained therein.
- 3. Assignor represents, and Assignee accepts, that there are no claims or demands against the Assignor arising out of or related to the performance under this Assignment prior to the effective date hereof.
- 4. The Effective Date of the Assignment is September 12, 2016.

**IN WITNESS WHEREOF**, the parties have executed this Assignment through their duly authorized officers the day and year first above written.

**Assignor: Naismith Engineering, Inc.**

**Assignee: Hanson Professional Services Inc.**

By: 

By: 

Printed Name: Grant A. Jackson

Printed Name: Robert W. Cusick

Title: Vice President

Title: Executive Vice President

Client, a party to the Contracts, does hereby consent to the assignment set forth above.

**Client: County of Tom Green**

By: 

Printed Name: Stephen C Floyd

Title: 11-15-16



**Naismith/Hanson**

Engineering | Planning | Architecture | Allied Services

Now part of Hanson Professional Services Inc.



www.hanson-inc.com

October 28, 2016

County of Tom Green  
Attn: Bill Ford  
113 W Beauregard  
San Angelo, TX 76903

**Re: Contract Assignments – Various Contracts with the County of Tom Green**

Dear Mr. Ford:

We value our long relationship with County of Tom Green (County) and appreciate very much the opportunity to have assisted the County with a variety of projects. As discussed with you previously, Naismith Engineering, Inc. (NEI) has been acquired by Hanson Professional Services, Inc. (Hanson). Headquartered in Springfield, Illinois, with offices around the country, the additional resources and capabilities available through Hanson are now available to NEI's clients.

As part of this new organization, we are now able to provide our clients with additional services, without changing the personal service you have come to expect from NEI. The former NEI personnel working with the County will continue to serve the project. Our goal is to make the transition as seamless as possible. If at any time during the process you have questions or concerns, we would welcome the opportunity to address them.

As a part of the transition process, we will need to assign the County's existing contracts from NEI to Hanson. This assignment will require the County's written consent. NEI and Hanson both hereby request the County's written consent to this assignment. For your convenience, we have attached a one-page agreement form to document the assignment.

If you find this version acceptable, please have it executed on behalf of the County by the appropriate signatories.

We appreciate your consideration of this request. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,  
NAISMITH/HANSON

Grant A. Jackson, P.E.  
Vice President