

CONSENT TO ASSIGNMENT AND AMENDMENT

THIS CONSENT TO ASSIGNMENT AND AMENDMENT (this “Consent and Amendment”) is made and entered into as of the 01 day of April, 2014, by and among Indiana Computer Systems LLC, an Indiana limited liability company (“ICS”), Purdue University, state educational institution managed and conducted by The Trustees of Purdue University (“Purdue”), and City of West Lafayette (“City”), for the purposes of (i) memorializing the consent of City to the assignment by ICS to Purdue of all of ICS’s right, title and interest in and to, and the assumption by Purdue from ICE of all obligations of ICS under, that certain Services Agreement between City and ICS dated October 29, 2013, including all attachments thereto (the “Services Agreement”), and (ii) amending the Services Agreement in the manner set forth below. Terms used but not otherwise defined herein have the meanings ascribed to them in the Services Agreement.

RECITALS

WHEREAS, ICS and City are parties to the Services Agreement, pursuant to which ICS provides certain services as a contractor to City thereunder; and

WHEREAS, ICS has transferred all of its operations and assets to Purdue and, in connection therewith, has proposed to assign the Services Agreement to Purdue, subject to City’s consent; and

WHEREAS, ICS, Purdue and City desire to make and memorialize certain amendments to the Services Agreement in connection with its assignment to Purdue as “Contractor” thereunder:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Consent. City hereby consents to the assignment by ICS of all of its right, title and interest in and to the Services Agreement and the assumption by Purdue of all of the obligations of ICS under the Services Agreement arising from and after the date hereof.

Section 2. Limited Effect. Except as expressly amended and modified by this Consent and Amendment, the Services Agreement shall continue in full force and effect in accordance with its terms, and nothing contained in this Consent and Amendment is intended to affect the parties’ existing or continuing rights or obligations under the Agreement, except as expressly modified hereby and except for the assignment contemplated hereby.

Section 3. Counterparts. This Consent and Amendment may be executed in any number of counterparts, each of which shall be considered an original but all of which, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Consent and Amendment to be duly executed as of day and year first written above.

INDIANA COMPUTER SYSTEMS LLC

By: _____

Name:

Title:

PURDUE UNIVERSITY

By: _____

Name:

Title:

CITY OF WEST LAFAYETTE

By: _____

Name:

Title: