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CONTRACT ASSIGNMENT AGREEMENT

State of Alabama

This Assignment Agreement (the "Agreement") is entered into by and between _____ (the "Assignor"), having their principal address located at _____, and _____ (the "Assignee"), having their principal address located at _____, both of whom agree to be bound by this Agreement, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, Assignor entered into a Contract, included as an attachment to this Agreement, with _____ (the "Obligor"), referred to hereinafter as "Contract with _____";

WHEREAS, the Contract with _____ has an original expiration date of _____ as may be extended as permitted therein;

WHEREAS, Assignor wishes to assign all of their rights and obligations under the Contract with _____ to Assignee; and

WHEREAS, the necessary verbal consent was obtained from the Obligor on _____;

NOW THEREFORE, Assignor and Assignee agree to the following:

I. Assignor and Assignee hereby agree that the Assignor shall assign all their rights, titles, and interests, and delegate all of their obligations, responsibilities, and duties, in ad to the Contract with _____, to Assignee.

II. Assignee hereby accepts the assignment of all of Assignors obligations, responsibilities, and duties under the Contract and all of Assignors rights, titles, and interests in and to the Contract with _____.

III. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the Obligor from any and all claims,actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages, resulting from Assignors performance prior to the assignment of the contract and resulting from Assignees performance after the assignment of the Contract with _____, provided, however, that after the assignment of the Contract with _____, the State shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys fees and ot her costs of defense and damages resulting from Assignee's performance.

IV. Assignee agrees to indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees, and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract with _____.

V. No modification of this Agreement shall be valid unless in writing and agreed upon by all relevant Parties.

VI.

VII. This Agreement is governed by the laws of the State of Alabama and both Parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

ASSIGNOR:

Date

ASSIGNEE:

Date