

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "Assignment") is entered into this 12 day of May, 2020 ("Assignment Date"), by and between the Council for Adult and Experiential Learning Inc., a Washington D.C. non-profit corporation headquartered in Indianapolis, IN ("CAEL"), the United Corpus Christi Chamber of Commerce, located at 602 N. Staples, Ste. 150, Corpus Christi, Texas 78401 (the "Chamber"), and Nueces County Development Commission, Texas, located at 901 Leopard Street, Room 303 Corpus Christi, Texas 78401.

WHEREAS, CAEL and the Chamber entered into an agreement dated April 1, 2019 (the "Agreement");

WHEREAS, the Chamber desires, as of the Assignment Date, to assign its rights and obligations pursuant to the Agreement to Nueces County Development Commission, and Nueces County Development Commission agrees to assume and be fully responsible for all the rights and obligations of the Chamber pursuant to the Agreement, in accordance with the terms of this Assignment; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the foregoing remises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CAEL, the Chamber, and Nueces County Development Commission hereby agree to the foregoing and as follows:

1. Stipend Payments. Chamber and Nueces County Development Commission shall coordinate regarding the payment from Chamber to Nueces County Development Commission of any unspent funds remaining from stipends paid by CAEL to Chamber before the Assignment Date. After the Assignment Date, CAEL shall make the payments as set out in Exhibit 1 to Nueces County Development Commission, which shall replace the chart (but not the first paragraph) in Appendix B of the Agreement.

2. Assignment of Agreement. Chamber assigns, and Nueces County Development Commission assumes, all of the Chamber's rights and obligations pursuant to the Agreement. CAEL acknowledges that this Assignment constitutes its written consent of such assignment, as required pursuant to Section XI of the Agreement. Nueces County Development Commission's performance and assumption of rights and obligations is not conditioned upon the receipt of the unspent funds remaining from stipends paid by CAEL to Chamber before the Assignment Date.

3. Liability and Obligation. Responsibilities shall be allocated as follows:

- a. It is agreed between the Chamber and Nueces County Development Commission that the Chamber shall be responsible to CAEL under the Agreement for the performance of all obligations to be performed under the Agreement prior to the Assignment Date. The Chamber shall indemnify, defend, and hold harmless Nueces County Development Commission from all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) arising as a result of the Chamber's breach of its representations or warranties or its action or inaction in regard to its obligations under the Agreement arising prior to the Assignment Date; and
- b. It is agreed between the Chamber and Nueces County Development Commission that Nueces County Development Commission shall be responsible to CAEL for the performance of all obligations to be performed under the Agreement from and after the Assignment Date. Nueces County Development Commission shall indemnify, defend, and hold harmless the Chamber from all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) arising as a result of the Nueces County Development Commission's breach of its representations or

warranties action or inaction in regard to its obligations under the Agreement arising from or after the Assignment Date.

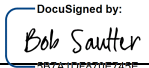
4. Binding Effect; Entire Agreement; Recitals. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees. This Assignment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement, or understanding pertaining to any such matters shall be effective for any purpose. Any and all other agreements between the parties other than with respect to the Agreement and this Assignment remain in full force and effect and continue in accordance with their terms. Except as amended or supplemented hereby, the Agreement shall remain in full force and effect. The recitals are hereby incorporated into this Assignment and made a part of hereof as though set forth herein verbatim.

5. Authority; Counterparts; Facsimile Signatures. The individuals signing this Assignment on behalf of the parties represent and warrant that they have the full power and authority to execute this Assignment and that upon such execution, the respective party shall be fully bound by each and every provision of this Assignment. This Assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument. An electronic signature or facsimile of an original signature shall be deemed to have the same legal effect as an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective duly-authorized representatives as of the Assignment Date.

**COUNCIL FOR ADULT AND EXPERIENTIAL
LEARNING**

By:  _____
Name: **Bob Sautter** _____
Its: **CFO** _____

**UNITED CORPUS CHRISTI CHAMBER OF
COMMERCE**

By: _____
Name: **John LaRue** _____
Its: _____

NUECES COUNTY DEVELOPMENT COMMISSION

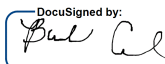
By:  _____
Name: **Barbara Canales** _____
Its: **Nueces County Judge** _____

EXHIBIT 1

Amount	Invoice Date
\$7500	July 2020
\$7500	September 2020
Total	\$15,000