

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

ASSIGNMENT OF ARCHITECTURAL SERVICES AGREEMENT

THIS ASSIGNMENT, is made this the _____ day of _____, 2012, between the Center for Community Self-Help, a not for profit corporation under the laws of North Carolina (Assignor) and the City of Durham, a North Carolina municipal corporation (Assignee).

Assignor entered into an agreement for architectural services (Services Agreement) for the Southside Redevelopment Project with O'Brien Architecture PLLC (O'Brien) on the 16th day of August, 2011.

Assignor and Assignee hereby agree that Assignor will assign the Services Agreement, including without limitation all Assignor's rights and options contained in it, to Assignee, and Assignee accepts the Services Agreement assignment and to perform all the duties of Assignor contained in it.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, assigns and conveys unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and by way of the Services Agreement.
2. Assignee hereby assumes and agrees to fully perform all of the terms, conditions, covenants and agreements of the Services Agreement.
3. Assignor warrants that it is the sole party, other than O'Brien, to the Services Agreement, that it has not previously assigned the Services Agreement or any interest therein, that it has the full right and authority to assign, without the consent of O'Brien or any other party, the Services Agreement and all the rights and options contained in it, and that it knows of and there exists no circumstance which would prevent this assignment from being valid and binding in all respects, that the Services Agreement is valid and enforceable in accordance with its terms and has not been altered, modified, or amended in any manner and that as of the date of this Assignment is in full force and effect, that the Assignor is not in default under any of the terms, covenants or conditions of the Services Agreement and that there exists no circumstances or condition which, either now or by the passage of time, would constitute a default in the terms of the Services Agreement or would entitle O'Brien to terminate the Services Agreement or to abridge Assignor's rights thereunder, and that all payments due under the Services Agreement have been paid.
4. Assignor shall defend, indemnify and save Assignee harmless from any losses, costs or expenses, including without limitation attorney's fees, arising out of or in any way relating to any breach of any warranties made by Assignor herein or any action, judicial or otherwise, of

O'Brien under the Services Agreement, whenever asserted, contesting or challenging the validity of this Assignment.

5. The terms and provisions of this Assignment shall extend to and be binding upon the parties hereto, their assigns and successors in interest.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

ATTEST:

CITY OF DURHAM

BY: _____

Center for Community Self-Help

BY: _____

Stephanie Barnes-Simms, President

ATTEST:

Secretary

(Affix seal here)

O'Brien Architecture, PLLC

BY: _____

Michael C. O'Brien

ATTEST:

Secretary

(Affix seal here)

**NORTH CAROLINA
DURHAM COUNTY**

I, a notary public in and for the aforesaid County and State, certify that _____ personally appeared before me this day and stated that he or she is the _____ Secretary of the Center for Community Self-Help, a non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing contract or agreement with the City of Durham was signed in its name by its President, whose name is Stephanie Barnes-Simms, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary. This the _____ day of _____, 2012.

My Commission Expires:

Notary Public

**NORTH CAROLINA
DURHAM COUNTY**

I, a notary public in and for said county and state, certify that _____ personally (1) appeared before me this day, (2) stated that he or she is a manager of O'Brien Architecture, PLLC, a limited liability company organized and existing under the laws of the State of North Carolina, (3) acknowledged that the foregoing contract or agreement with the City of Durham carries on the company's business in the usual way, and (4) acknowledged the due execution, under seal, of the contract on behalf of the company. This the _____ day of _____, 2012.

My Commission Expires:

Notary Public

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

City's Finance Officer

Date