

## ASSIGNMENT

THIS ASSIGNMENT ("Assignment") executed this Sixteenth day of November 2022, by and between LANCER + BEEBE, LLC, a limited liability company, organized and existing pursuant to the laws of the State of Indiana, ("Assignor") and LANCER ASSOCIATES, INC., a corporation, organized and existing pursuant to the laws of the State of Indiana, ("Assignee"), (collectively referred to as "Parties" or individually as "Party").

### RECITALS:

WHEREAS, Assignor is a party to a certain agreement with CENTRAL NINE CAREER CENTER, concerning certain architectural services, dated the 17<sup>th</sup> day of June 2021 ("Agreement"), a copy of which is attached hereto and made apart hereof and marked as Exhibit "A";

WHEREAS, Assignor desires to assign its interest in said Agreement to Assignee for the purpose of allowing Assignee to perform the architectural services as described in the Agreement;

WHEREAS, Assignee desires to accept such assignment to perform the architectural services as described in the Agreement;

WHEREAS, the Agreement requires Central Nine Career Center to consent to the assignment of Assignor's interest to Assignee;

WHEREAS, Central Nine Career Center consents to jointly and severally include Lancer + Beebe and Lancer Associates the Assignment;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that the terms and conditions of this Assignment are as follows:

### **SECTION 1. ASSIGNMENT**

- 1.1 Assignor sells, assigns, transfers, sets over and delivers to Assignee its entire interest in said Agreement, and Assignee agrees to accept the same upon the terms and conditions as set forth in this Assignment ("Assignment Interest").

### **SECTION 2. ASSUMPTIONS OF AGREEMENT OBLIGATIONS**

- 2.1 Assignee agrees to comply with the terms of the Agreement.

### **SECTION 3. REPRESENTATIONS**

- 3.1 Assignor represents and warrants:
  - (a) that the Agreement is valid and subsisting;

- (b) that the Assignor has good title to said Assignment Interest and good right to sell and transfer the same to the Assignee;
- (c) that the Assignment Interest will be free from all liens and judgments;
- (d) that the Assignment Interest is valid and subsisting;
- (e) this Assignment, together with the covenants and warranties therein contained, shall inure to the benefits of the Assignee and shall be binding upon the Assignor, their assigns, executors, administrators and successors in interest.

**SECTION 4. TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS**

- 4.1 This Assignment contains the entire agreement between the Parties and cannot be changed or terminated except by a written instrument subsequently executed by the Parties hereto;
- 4.2 This Assignment and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both Parties.

**SECTION 5. GOVERNING LAW**

- 5.1 This Assignment shall be construed in accordance with and governed by the laws of the State of Indiana. This Assignment has been entered into in Indiana and shall be performable for all purposes in such State.

**SECTION 6. TIME OF THE ESSENCE**

- 6.1 Time is of the essence in all provisions of this Assignment.

**SECTION 7. NOTICES**

- 7.1 All notices to be given with respect to this Assignment will be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the Party to be notified at the address as follows:

To Assignor:

Terry W. Lancer, Member  
Lancer + Beebe, LLC  
220 North College Avenue  
Indianapolis, Indiana 46202-3702

To Assignee:

Terry Lancer  
Lancer Associates, Inc.  
2040 Saint Andrews Court  
Franklin, Indiana 46131

Copy To:

William Kovach  
Director  
Central Nine Career Center  
1999 US 31  
Greenwood, Indiana 46143

**SECTION 8. AUTHORITY**

- 8.1 Except as expressly provided otherwise herein, each undersigned person signing on behalf of any Party certifies that:
- (a) He is fully empowered and duly authorized by any and all necessary action or consent required under any applicable articles of incorporation, bylaws, partnership agreement, operating agreement or other agreement to execute and deliver this Assignment for and on behalf of said Party;
  - (b) That said Party has full capacity, power and authority to enter into and carry out its obligations under this Assignment; and
  - (c) That this Assignment has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such Party.

**SECTION 9. CONFIDENTIALITY**

- 9.1 Except as may be required by law, Assignor and Assignee agree to keep all of the information herein and this Assignment confidential and shall not disclose it to any third party except their respective accountants and attorneys, who shall also agree not to disclose the information herein or this Assignment to any third parties;
- 9.2 In the event of a breach or alleged breach of this section, Assignor and Assignee acknowledge and agree that damages will be difficult to determine and that the non-defaulting Party shall have the right to injunctive relief and the recovery of legal fees to enforce the terms of this Section.

## **SECTION 10. PROFESSIONAL FEES**

- 10.1 In the event of the bringing of any action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other Party arising out of this Assignment, or any other dispute between the Parties concerning this Assignment then in that event the prevailing Party in such action or dispute, whether by final judgment, or out of court settlement shall be entitled to have and recover of and from the other Party all costs and expenses of the action or suit, including reasonable attorneys' fees, accounting and engineering fees, and any other professional fees resulting there from.

## **SECTION 11. CONSTRUCTION**

- 11.1 Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Assignment. Whenever required by the context of this Assignment, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Assignment shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Assignment. All exhibits referred to in this Assignment are attached and incorporated by this reference. In the event the date on which Assignee or Assignor is required to take any action under the terms of this Assignment is not a business day, the action shall be taken on the next succeeding business day.

## **SECTION 12. COUNTERPARTS; SEPARATE SIGNATURES**

- 12.1 To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Provided, however, that the Agreement shall be of no force or effect until signed by all Parties hereto;
- 12.2 This Agreement together with any document contemplated to be executed in connection herewith may be transmitted between the Parties electronically or digitally. The Parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on

the Parties. The original documents shall be promptly executed and/or delivered.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date and year as indicated below.

Assignor:

LANCER + BEEBE, LLC

By: Terry Lancer  
Terry W. Lancer, Member

Dated: 11-16-2022

Assignee:

LANCER ASSOCIATES, INC.

By: Terry Lancer  
Terry W. Lancer, CEO

Dated: 11-16-2022

Approved:

CENTRAL NINE CAREER CENTER 3

By \_\_\_\_\_  
William Kovach, Director

Dated: \_\_\_\_\_

Exhibit "A"  
Agreement

