

ASSIGNMENT AGREEMENT
(Electric Cost of Service Analysis and Rate Design)

This Assignment Agreement is made and entered into this _____ day of _____, 2016, between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), LEIDOS ENGINEERING, a Delaware limited liability company authorized to do business in California ("Leidos"), and NEWGEN STRATEGIES & SOLUTIONS, LLC, a Colorado limited liability company authorized to do business in California ("NewGen") referred to individually as Party and collectively as Parties, with reference to the following facts:

A. On July 16, 2015, City and Leidos entered into a Professional Consultant Services Agreement to prepare an Electric Cost of Service Analysis and Rate Design ("Agreement").

B. Leidos now wishes to assign its rights and obligations under the Agreement to NewGen, NewGen wishes to accept such assignment, and City wished to consent to such assignment.

C. This Assignment Agreement will be effective as of the date set forth above (the "Effective Date").

NOW, THEREFORE, in consideration of the foregoing recitals that are incorporated herein by this reference, the City, Leidos and NewGen mutually agree as follows:

1. As of the Effective Date, Leidos assigns all of its rights and obligations under the Agreement to NewGen.

2. As of the Effective Date, NewGen assumes the performance of and agrees to be bound by all of the terms, rights, conditions and obligations required to be kept, performed, exercised and/or fulfilled by Leidos as consultant under the terms of the Agreement.

3. The City does hereby consent to such assignment and assumption. The City's consent to this assignment and assumption is not intended to and shall not amend, modify, or delete in anyway the rights and obligation of the City, Leidos or NewGen under the Agreement prior to the Effective Date.

4. The City shall continue to pay Leidos in accordance with the Agreement for any and all services performed by Leidos prior to the Effective Date.

5. The Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

6. This Assignment Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

7. Any Action at law or in equity brought by any of the other parties hereto for the purpose of enforcing a right or rights provided for by this Assignment Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California. This provision is not intended to and shall not affect the right of any party to request a change of venue to any other county.

8. Service of any notices, bill invoices or other documents required or permitted under this Assignment Agreement shall be sufficient if sent by United States mail postage prepaid and addressed as follows or as hereafter revised by written notification to the other parties.

To Leidos

1801 California Street, Suite 2800
Denver, CO 80202

To NewGen

Attn: Scott Burnham
225 Union Boulevard, Suite 305
Lakewood, CO 80228

[Signatures on next page]

IN WITNESS WHEREOF the parties hereto have caused this Assignment Agreement to be executed the day and year first written above.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

LEIDOS ENGINEERING, LLC
a Delaware limited liability company
authorized to do business in California

By: _____
City Manager

By: S. Ky K. Will
Vice President

Attest: _____
City Clerk

By: Samatha Poir
Assistant Secretary

APPROVED AS TO FORM:

NEWGEN STRATEGIES & SOLUTIONS,
LLC, a Colorado limited liability company
authorized to do business in California

By: Susan D. Wilson
Susan D. Wilson
Assistant City Attorney

By: Tony Lopez
Director
By: [Signature]
Executive Consultant