

ASSIGNMENT OF CONTRACT

THIS ASSIGNMENT OF CONTRACT ("Assignment") is made and entered into as of this ____ day of _____, 2014 and is effective as of the latter of the signature dates below ("Effective Date") by and between ATC Outdoor DAS, LLC ("Assignor"), a Delaware limited liability company with offices at 116 Huntington Ave, 11th Floor, Boston, MA 02116 and The Town of Chilmark by and through its Board of Selectmen ("Assignee"), a Massachusetts Municipal Corporation with offices at the Town of Chilmark Board of Selectmen.

RECITALS

WHEREAS, Assignor and Ron Burson d/b/a RDA Softnet ("RDA Softnet") entered into that certain Construction Agreement dated June 6, 2014 ("Agreement"), attached hereto as Exhibit A; and

WHEREAS, Assignor intends to assign certain rights, obligations and interests set forth in the Agreement to Assignee.

NOW THEREFORE, in consideration of the mutual covenants benefiting the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereto agree as follows:

1. ASSIGNMENT. As of the Effective Date, Assignor hereby assigns and transfers all of its rights, title, and interest set forth in the Agreement to Assignee. Notwithstanding the foregoing, Assignor will remain solely responsible to RDA Softnet for payment of the value of the Agreement at the time of Assignor's execution thereto ("Project Price"). Assignee acknowledges and agrees that the Project Price is Twenty Four Thousand Six Hundred and Fifty Six Dollars (\$24,656.00).
2. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Effective Date and except for ATC's payment obligation to RDA Softnet in the amount of the Project Price, hereby accepts the foregoing assignment of the Agreement and agrees to assume all of Assignor's obligations set forth in the Agreement. Assignee hereby releases Assignor from all future obligations set forth in the Agreement, including, without limitation, RDA Sofnet's failure to perform. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all claims, damages, losses and expenses, including attorney's fees, arising out of or in any way related to the Agreement on and after the Effective Date except for those claims which arise on account of any fact or circumstance occurring or existing prior to the Effective Date.
3. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their successors-in-interest and assigns.
4. Miscellaneous
 - 4.1 This Assignment, and the interpretation, performance and enforcement hereof will be governed by the laws of the Commonwealth of Massachusetts.
 - 4.2 This Assignment by be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

- 4.3 The Parties agree that a scanned or electronically reproduced copy or image of this Assignment bearing the signatures of the Parties hereto will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Assignment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

THIS ASSIGNMENT has been executed by Assignor and Assignee effective as of the Effective Date.

Assignor:

Assignee:

ATC Outdoor DAS, LLC

**Town of Chilmark
By its Board of Selectmen**

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A

Agreement attached hereto