

ASSIGNMENT AND FIFTH AMENDATORY AGREEMENT

THIS ASSIGNMENT AND FIFTH AMENDATORY AGREEMENT (“Assignment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”); **ADVOCO, LLC**, a California limited liability company, doing business at 1331 7th Street, Suite H, Berkeley, California 94710 (the “Contractor”), as defined in the original Agreement and in this document the “Assignor;” and **ACCENTURE LLP**, a Illinois limited liability partnership, whose address is 500 W Madison St Lbby 20, Chicago, IL 60661-4516 (“Assignee”), individually a “Party” and jointly “the Parties.”

WHEREAS, the City and the Assignor, then known as Advoco, Inc, entered into an Agreement dated October 29, 2013, an Amendatory Agreement dated July 13, 2015, a Second Amendatory Agreement dated November 25, 2015, a Third Amendatory Agreement dated November 7, 2018, and a Fourth Amendatory Agreement dated December 23, 2021, to expand management software for buildings and facilities including scheduling, maintenance operations, and tenant service requests (collectively, the “Agreement”);

WHEREAS, on October 5, 2021, the Assignee and/or its affiliates acquired the Assignor, and the Assignee assumed this Agreement effective February 1, 2022; and

WHEREAS, the purpose of this Assignment is to replace Assignor under the Agreement and substitute Assignee to the extent provided for in this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

- 1.** This Assignment shall not be valid or enforceable until fully executed by all Parties. The City shall not be bound to Assignee by any provision of this Assignment before the Assignment is fully executed and shall have no obligation to pay Assignee for any work or services performed or expense incurred under this Assignment before the Assignment term. The Parties’ respective performances under this Assignment and the changes to the Agreement contained herein shall be effective as of February 1, 2022 (“Assignment Effective Date”), and shall terminate on the termination of the Agreement. Upon the date this Assignment commences, Assignee shall perform all duties and fulfill all obligations of Assignor under the Agreement as if it were the original contractor, subject to the following provisions:
 - 1.1.** Assignor shall not be liable for any further performance of any duties or fulfillment of any obligations under the Agreement as of the Assignment Effective Date;
 - 1.2.** This Assignment is incorporated by reference into the Agreement, and all prior assignments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Assignment; and
 - 1.3.** All payments and reimbursements for services rendered through the Assignment Effective Date in accordance with the terms of the Agreement shall be made by the City to Assignor. All payments for services rendered on and after the Assignment Effective date in accordance with the Agreement shall be made by the City after this Assignment is executed in the name of or to Assignee.

2. The City hereby consents to the assignment of this Agreement between Assignor and Assignee subject to the provisions of this Assignment. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
3. This Assignment and Fifth Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: TECHS-202263498-05 / 201313134-05
Contractor Name: ACCENTURE LLP

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

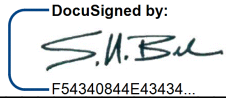
By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202263498-05 / 201313134-05
ACCENTURE LLP

By:  F54340844E43434...

Name: Stephen Brindle
(please print)

Title: Managing Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)