

**CONSENT TO ASSIGNMENT OF THE AGREEMENT
FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND
WALLACE & ASSOCIATES CONSULTING, ANSER ADVISORY, LLC, AND ACCENTURE
INFRASTRUCTURE & CAPITAL PROJECTS, LLC
(FORMERLY KNOWN AS ACCENTURE INC.)**

THIS CONSENT TO ASSIGNMENT (this "Consent") is made by the City of Redondo Beach, a chartered municipal corporation ("City"), Wallace & Associates Consulting, LLC, a Delaware limited liability company ("Assignor"), Anser Advisory, LLC, a Delaware limited liability company ("First Assignee"), and Accenture Infrastructure & Capital Projects, LLC (formerly known as Accenture Inc.), a Delaware limited liability company ("Second Assignee").

WHEREAS, on November 16, 2021, the City and Assignor originally entered into the Agreement for Consulting Services, which was amended by the First Amendment dated May 16, 2023 (collectively the "Agreement");

WHEREAS, under Section 18 of the Agreement, Assignor is required to obtain the City's prior written consent to any assignment of its rights and obligations under the Agreement;

WHEREAS, on September 30, 2021, Wallace & Associates Consulting, Inc., a Wyoming corporation (the "Seller"), converted into Assignor through a certificate of conversion filed with the Delaware Secretary of State;

WHEREAS, on October 4, 2021, First Assignee acquired 100% of the membership interest in Assignor from Seller through an Assignment of Membership Interest under a Securities Purchase Agreement (the "First Transaction"), resulting in Assignor becoming a wholly owned subsidiary of First Assignee;

WHEREAS, the First Transaction constitutes an assignment under Section 18 of the Agreement, and such assignment was not previously reported to the City for consent;

WHEREAS, on August 7, 2023, Accenture Inc. acquired 100% of Asgard Super Parent, LLC, the ultimate parent of the First Assignee through a Merger Agreement dated June 30, 2023 (the "Second Transaction"), among Accenture Inc., Iridium Merger Sub Inc, Asgard Super Parent, LLC, Sterling Investment Partners Advisers IV, L.L.C., Accenture plc, and Asgard Topco, LLC (the "Second Transaction");

WHEREAS, following the Second Transaction, Accenture Inc. changed its name to Second Assignee;

WHEREAS, the Second Transaction constitutes an assignment under Section 18 of the Agreement, and such assignment was not previously reported to the City for consent;

WHEREAS, for the purpose of this Consent, the Assignor and the First Assignee represent and warrant that they possess full authority to assign the Agreement to the Second Assignee and that such assignment is valid and enforceable in accordance with the terms set forth herein; and

WHEREAS, City, in reliance on the representations made by the Assignor and First Assignee as to their authority to effect the assignments, wishes to provide its consent to the assignments of the Agreement to be given retroactive effect.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the City hereby issues its approval and consent to said assignment of the Agreement subject to the following conditions:

1. **Consent to Assignment:** City consents to:
 - a. The assignment of the Agreement from Assignor to First Assignee, effective as of October 4, 2021; and
 - b. The further assignment of the Agreement from First Assignee to Second Assignee, effective as of August 7, 2023.
2. **Assignment and Delegation:** Under this Consent:
 - a. Assignor hereby grants, conveys, transfers, assigns, and sets over its entire rights and delegates its entire obligations under the Agreement, including without limitation, all rights, duties, and obligations arising therefrom or relating thereto, to the First Assignee as of October 4, 2021.
 - b. First Assignee further grants, conveys, transfers, assigns, and sets over its entire rights and delegates its entire obligations under the Agreement, including without limitation, all rights, duties, and obligations arising therefrom or relating thereto, to the Second Assignee as of August 7, 2023.
3. **Assumption by Assignee:** Second Assignee accepts the assignment of the Agreement and acknowledges and represents to City that it will assume and perform each and every term, obligation, and condition as set forth in the Agreement, whether arising prior to, on, or subsequent to the date of this Consent, which is hereby assigned to Assignee.
4. **Retroactive Effect:** City's consent to the assignment of the Agreement from Assignor to Assignee, as provided herein, shall be retroactively effective as of October 4, 2021, for the assignment to the First Assignee, and as of August 7, 2023, for the assignment to the Second Assignee, validating all actions taken by the First Assignee and Second Assignee under the Agreement from those dates as if this Consent had been executed at the time of each assignment.
5. **Remittance of Payments and Notice:** City will remit payments relating to Assignor's services and/or products covered under the Agreement to Second Assignee at the address outlined in the Notices section.
6. **Notices:** Written notices required under the Agreement, including those pertaining to this Consent, shall be delivered by registered or certified mail, postage prepaid, email, or personally or personally served, and addressed to the following parties.

City: City of Redondo Beach
Public Works, Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Lauren Sablan, City Engineer
Email: Lauren.sablan@redondo.org

Consultant: Accenture Infrastructure & Capital Projects, LLC
300 Spectrum Center Drive, Suite 1400
Irvine, CA 92618
Attention: Jonathan Smith
Email: jonathan.g.smith@accenture.com

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

7. **Continuing Terms:** Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain in full force and effect between the parties.
8. **Authority to Execute:** The individuals executing this Consent represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein. In the event any party is not duly authorized to enter into and execute this Consent, the party shall be personally liable to City.
9. **Severability:** Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.
10. **Amendment:** This Consent may be modified or amended only by a subsequent writing executed by all of the parties.
11. **Governing Law:** This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
12. **Venue:** In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
13. **Attorney's Fees:** In the event of any dispute arising out of this Consent, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including expert witness fees.

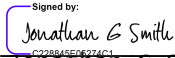
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 10th day of June, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light, Mayor


ASSIGNOR
WALLACE & ASSOCIATES CONSULTING,
LLC, a Delaware limited liability company

Signed by: 
By: _____
Name: Jonathan G Smith
Title: Senior Vice President

ATTEST:

Eleanor Manzano, City Clerk


FIRST ASSIGNEE
ANSER ADVISORY, LLC,
a Delaware limited liability company

Signed by: 
By: _____
Name: Jonathan G Smith
Title: Senior Vice President

APPROVED:

Diane Strickfaden, Risk Manager

SECOND ASSIGNEE
ACCENTURE INFRASTRUCTURE &
CAPITAL PROJECTS, LLC, a Delaware
limited liability company

Signed by: 
By: _____
Name: Jonathan G Smith
Title: Senior Vice President

APPROVED AS TO FORM:

Joy A. Ford, City Attorney