AGREEMENT AND CONSENT TO ASSIGNMENT OF STANDARD AGREEMENT DATED JUNE 26, 2014, BETWEEN COUNTY OF MONTEREY AND CASCADE SOFTWARE SYSTEMS, INC. (ASSIGNOR) TO VALSOFT CORPORATION INC.(ASSIGNEE)

This Agreement and Consent to Assignment is provided by Monterey County (hereinafter, "County") for the benefit of Cascade Software Systems, Inc. (hereinafter, **"Assignor"**) and Valsoft Corporation Inc. (hereinafter, **"Assignee"**) and is effective retroactive to **January 7, 2019** (hereinafter, **"Assignment Date"**), which is the effective date of the **"Bill of Sale"** attached hereto and incorporated by this reference and referred to as **Exhibit "A".**

RECITALS

A. Whereas, Assignor and County entered into a Standard Agreement, dated **June 26, 2014**, as modified by any and all addendums, amendments and exhibits thereto (collectively and hereinafter, **"Agreement"**) on file with the County of Monterey, Resource Management Agency (RMA) and incorporated herein by this reference as though fully attached hereto; and

B. Whereas, on **January 7, 2019 ("Assignment Date")**, Assignor executed the **"Bill of Sale"**, referred to as **Exhibit "A"**, attached hereto and incorporated by this reference; and

C. Whereas, Assignor has transferred certain of its assets to Assignee as reflected in the **"Exhibit A"**, dated as of January 7, 2019 (the "Effective Date"). In connection with the transfer of such assets, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all of Assignor's right, title and interest in and to the **Agreement** which relate to the period on or after the Assignment Date (hereinafter, **"Assignment"**); and

D. Whereas, **Agreement**, in Section 15.0, "Miscellaneous Provisions", Paragraph 15.06, "Assignment and Subcontracting" provides that, *"The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County."*

PARTIES CONSENT TO ASSIGNMENT

1. County hereby consents to the Assignment of said Agreement to Assignee, effective as of the Assignment Date of January 7, 2019, and acknowledges that said Assignment shall not constitute or be deemed to be a breach of said Agreement by Assignor.
2. Pursuant to said Assignment, Assignor is relieved of all duties, obligations and liabilities under said Agreement arising on or after the Assignment Date of January 7, 2019, and County agrees to look solely to the Assignee to satisfy any such duties, obligations and liabilities under said Agreement arising on or after the Assignment Date of January 7, 2019.
3. Assignee consents to the Assignment of Agreement by Assignor to Assignee and hereby agrees to assume all duties, obligations and liabilities to County under said Agreement, dated June 26, 2014, arising on or after the Assignment Date of January 7, 2019.
4. The Recitals to this Agreement and Consent to Assignment are hereby incorporated into this Agreement and Consent to Assignment.

COUNTY:
County of Monterey
Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

By:
Name: Carl P. Holm, AICP
Title: RMA Director

Date: 5/10/2019

ASSIGNEE:
Valsoft Corporation Inc.
7405 Transcanada Highway, Suite 100
Montreal, QC, H4T 1Z2

By:
Name: Stephane Manos
Title: Vice President of Mergers & Acquisitions

Date: 24-04-2019

By:
Name: Vishal Sharma
Title: Chief Financial Officer

Date: 24-04-2019

Approved as to Form and Legality:
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By:
Name: Brian P. Briggs
Title: Deputy County Counsel

Date: 5-6-19

ASSIGNOR:
Cascade Software Systems, Inc.
PO Box 10723
Eugene, OR 97440

By:
Name: Aad F. Alkemade
Title President

Date: 4/15/19

By:
Name: Rachelle L.K. Alkemade
Title Chief Financial Officer

Date: 4/15/19

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

EXHIBIT A – BILL OF SALE

Bill of Sale

THIS BILL OF SALE is made and effective as of the 7th day of January, 2019, by Cascade Software Systems, Inc. ("Seller"), to and for the benefit of Valsoft Corporation Inc. and Valsoft CASD Inc. (collectively the "Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser are the parties to that certain Asset Purchase Agreement dated January 7, 2019 (the "Purchase Agreement");

NOW, THEREFORE, in accordance with the terms and subject to the conditions contained in the Agreement and for good and valuable consideration paid by Purchaser to Seller as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller has sold, assigned and transferred and by these presents does hereby sell, assign and transfer to Purchaser the Assets (as defined in the Purchase Agreement), free and clear of all liens, claims, and encumbrances, and Seller hereby guarantees that Purchaser will receive good and marketable title to the Assets pursuant to this Bill of Sale,

TO HAVE AND TO HOLD the Assets unto Purchaser and Purchaser's successors, assigns, and heirs forever.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above-written.

Cascade Software Systems, Inc.

By: Aad F. Alkemade, President

[Signature page to Bill of Sale]