

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

TRI-COUNTY BUSINESS SYSTEMS, INC. (“Assignor”)

and

SMILE BUSINESS PRODUCTS, INC. (“Assignee”)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) is made and entered as of April 1, 2016 (the “**Assignment Effective Date**”), by and between **TRI-COUNTY BUSINESS SYSTEMS, INC.** (“**Assignor**”), and **SMILE BUSINESS PRODUCTS, INC.** (“**Assignee**”).

RECITALS

- A. COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**NMC**”), and Assignor entered into a Services Agreement for copy machine rental and maintenance services which was effective on July 1, 2013 (the “**Agreement**”).
- B. Assignor now wishes to assign to Assignee all of its right, title and interest in and to, and all of its obligations under, the Agreement to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment: Effective as of April 1, 2016 (“**Assignment Effective Date**”), Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.
2. Assumption: Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.
3. Successors and Assigns: This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. Third Party Beneficiaries: Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit or obligation under this Assignment as a third-party beneficiary or otherwise.
5. Miscellaneous:
 - (i) Headings The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.
 - (ii) Benefit This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.

- (iii) Counterparts This Assignment may be executed in multiple originals and by counterpart.
- (iv) Governing Law This Assignment shall be construed under the laws of the State of California.
- (v) Amendments No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.
- (vi) Further Assignments Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR: TRI-COUNTY BUSINESS SYSTEMS, INC.

By: Joanne Bartlett
Name and Title

Tax ID# 26-1551117

ASSIGNEE: SMILE BUSINESS PRODUCTS, INC.

By: [Signature]
Name and Title

Tax ID# 91-1807857

ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER hereby consents to the foregoing assignment and assumption.

NATIVIDAD MEDICAL CENTER

By: [Signature]
Deputy Purchasing Agent

APPROVED AS TO LEGAL FORM

By: [Signature]
County of Monterey Deputy County Counsel

5-17-16