

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered as of April 2, 2017 (the "Assignment Effective Date"), by /and between Nova Managment, ("Assignor"), and Employnet ("Assignee").

### RECITAL

A. COUNTY OF MONTEREY ("County"), and Assignor entered into Temporary Staffing Services Agreement effective as of April 1, 2017(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, 2107"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) Counter parts. 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.

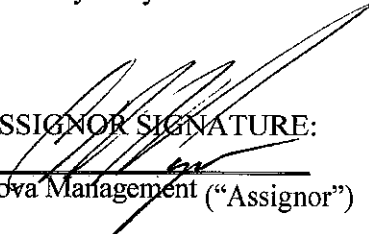
(v) Amendments. No alteration amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

(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.

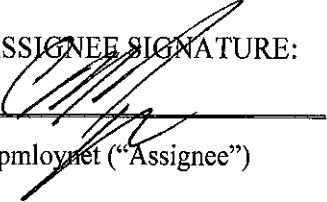
*[signature page follows]*

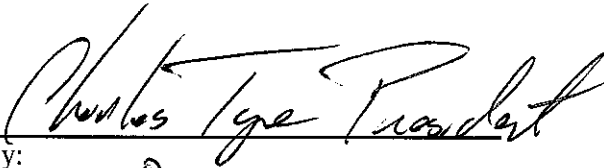
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR SIGNATURE:

  
Nova Management ("Assignor")

ASSIGNEE SIGNATURE:


  
Epmloyne ("Assignee")

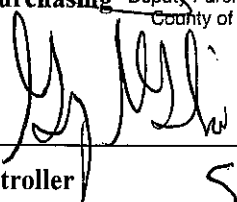
  
By: Charles Lye President  
Tax ID# 82-0776007

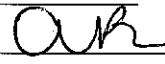
ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY, hereby consents to the foregoing assignment and assumption.

COUNTY OF MONTEREY

By:  5-5-17  
Deandra Lewelling, MBA  
Contracts/Purchasing Deputy Purchasing Agent  
County of Monterey

By:   
Auditor/Controller 5-3-11

By:   
County Counsel 5-1-17