

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

EMMANUEL INNEH DBA MONTEREY BAY GUEST HOME ("ASSIGNOR")

And

**MONTEREY BAY GUEST HOME INC.
("ASSIGNEE")**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT NO. 1 (this "Assignment") is made and entered as of July 10, 2014 (the "Assignment Effective Date"), by and between Emmanuel Inneh dba Monterey Bay Guest Home, (hereinafter, "Assignor"), and Monterey Bay Guest Home Inc., ("Assignee").

RECITALS

A. COUNTY OF MONTEREY ("County") and Emmanuel Inneh dba Monterey Bay Guest Home entered into a Mental Health Services Agreement for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities ("Agreement") effective as of August 1, 2014.

B. Assignor now wishes to assign to Assignee all of its rights, title and interest in and to, and all of its obligations under, the Agreement, and Assignee desires to accept such assignment and to assume such obligations.

D. This Assignment is made to confirm the County's acknowledgement and consent of Assignor intentions to assign its rights, title, and interest in and to, and all of its obligations under, the aforementioned Agreement to Assignee, and Assignee accepts 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 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. Assignor is released from any and all obligations under the Agreement as of the Effective Date of this Assignment.

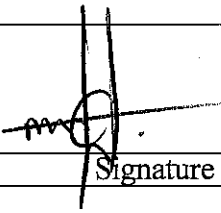

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their successors, assigns and if applicable heirs and administrators.

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) Counterparts. This Assignment may be executed in multiple originals and by counterpart.
- (iii) Governing Law. This Assignment shall be construed under the laws of the State of California.
- (iv) 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.
- (v) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of March 25, 2015.

ASSIGNOR:	ASSIGNEE:
EMMANUEL INNEH. DBA MONTEREY BAY GUEST HOME.	MONTEREY BAY GUEST HOME INC.
By:  _____ Signature	By:  _____ Signature
Emmanuel Inneh, Authorized Signatory	Emmanuel Inneh, Authorized Signatory
Tax ID#: 30-0466909	Tax ID#: 47-3099660

ACKNOWLEDGEMENT AND CONSENT

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

COUNTY OF MONTEREY

By: _____
Director of Health

Date: _____

By: _____
Contracts /Purchasing Manager

Date: _____

By: _____
Auditor/Controller

Date: 3-26-15

APPROVED AS TO LEGAL FORM:
CHARLES J. McKEE, County Counsel

By: AB
Anne Brereton, Deputy County Counsel

Date: March 25, 2015