

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and between

BEACON PARTNERS, INC. ("Assignor")

and

KPMG LLP ("Assignee")

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into by and between **BEACON PARTNERS, INC.** ("Assignor"), and **KPMG LLP** ("Assignee") and shall be effective when the Deputy Purchasing Agent for the County of Monterey (the "Assignment Effective Date") has signed herein in consent of the Assignment.

RECITALS

- A. COUNTY OF MONTEREY ("County") on behalf of NATIVIDAD MEDICAL CENTER ("NMC"), and Assignor are parties to the Professional Services Agreement (the "Agreement") dated June 1, 2010, as amended on May 3, 2010, October 1, 2010, February 1, 2011, July 1, 2011, July 1, 2012, April 15, 2013, and September 1, 2013 respectively, and also Amendment No. 8 which is effective when fully executed.
- B. Assignor has entered into a Purchase Agreement (the "Purchase Agreement") for the sale of substantially all of its assets to the Assignee, a Delaware limited liability partnership ("KPMG") and the United States member firm of the KPMG network of independent firms (the "Transaction").
- C. 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 arising from and after the Assignment Effective Date.

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:

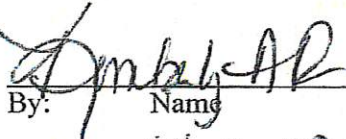
- 1 Assignment: Effective as of the Assignment Effective Date, Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.
- 2 Assumption: Effective as of Assignment Effective Date, Assignee hereby 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 from and after the Assignment Effective Date.
- 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 Insurance. Assignee agrees to assume the insurance requirements set forth in the Agreement, and it will provide the County with the required insurances and related documents.
- 6 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: BEACON PARTNERS, INC.


By: _____ Name

Tax ID# 04-3159950

ASSIGNEE: KPMG LLP

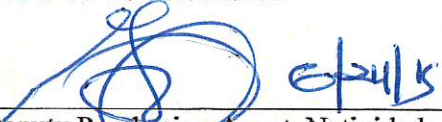

By: _____ Name

Tax ID# 13-5565207

ACKNOWLEDGEMENT AND CONSENT

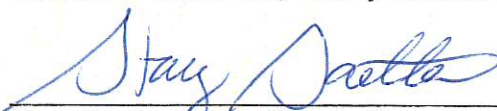
COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER hereby consents to the foregoing assignment and assumption of the Agreement.

COUNTY OF MONTEREY

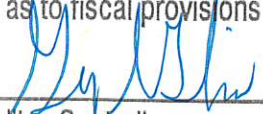
By: 
Deputy Purchasing Agent, Natividad
Medical Center

By: _____
Natividad Medical Center Representative

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


Stacy Saetta, Deputy County Counsel

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey

6-1-15