

ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT (this "Assignment") is made, July 11, 2017, in Fresno California, by and between AtPac, Inc ("Assignor") and South Tech Systems, Inc. ("Assignee"), and the County of Fresno, a political subdivision of the State of California (the "County").

RECITALS

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

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

1. **Definitions.** The following definitions shall apply to this Assignment:

(a) **Agreement.** The term "Agreement" shall mean the July 1, 2011, Agreement between AtPac, Inc and County of Fresno, ("County") for software and related services provided to the County Recorder. The term "Agreement" shall include any amendments or modifications set forth in Appendix A, attached hereto and made a part hereof.

(b) **Effective Date.** "Effective Date" shall mean the date of this Assignment.

(c) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

2. **The parties agree to the following facts:**

(a) The County, by and through the County Recorder, has entered into the Agreement with Assignor as defined above and attached as Appendix A and incorporated in this Assignment by reference.

(b) As of March 1, 2017, the Assignor has transferred to the Assignee all the operating assets of the Assignor by virtue of an Agreement of Merger between the Assignor and Assignee.

(c) The Assignee has acquired such assets of the Assignor by virtue of the above transfer.

(d) The Assignee has assumed all obligations and liabilities of the Assignor under the Agreement by virtue of the above transfer.

(e) The Assignee is in a position to fully perform all obligations that may exist under the Agreement.

(f) It is consistent with the County's interest to recognize the Assignee as the successor party to the Agreement.

1 (g) Evidence of the above transfer has been filed with the County.

2 (h) A letter dated March 10, 2017 signed by Officers of AtPac and SouthTech System
3 companies that certifies Assignor has sold to SouthTech Systems, Inc. the Agreement and the
4 operating assets of Assignor and the rights to all of Assignor's proprietary software and assigned
the agreement with County of Fresno to the Assignee.

5 3. In consideration of these facts, the parties agree that by this Assignment:

6 (a) The Assignor confirms the transfer to the Assignee, and waives any claims and rights
against the County that it now has or may have in the future in connection with the Agreement.

7 (b) The Assignee agrees to be bound by and to perform the Agreement in accordance
8 with the conditions contained in the Agreement. The Assignee also assumes all obligations and
9 liabilities of, and all claims against, the Assignor under the Agreement as if the Assignee were
the original party to the Agreement.

10 (c) The Assignee ratifies all previous actions taken by the Assignor with respect to the
11 Agreement, with the same force and effect as if the action has been taken by the Assignee.

12 (d) The County recognizes the Assignee as the Assignor's successor in interest in and to
the Agreement. The Assignee by this Assignment becomes entitled to all rights, titles, and
13 interests of the Assignor in and to the Agreement as if the Assignee were the original party to the
14 Agreement. Following the Effective Date of this Assignment, the term "Contractor," as used in
the Agreement, shall refer to the Assignee.

15 (e) Except as expressly provided in this Assignment, nothing in it shall be construed as a
waiver of any rights of the County against the Assignor.

16 (f) All payments and reimbursements previously made by County to the Assignor, and
17 all other previous actions taken by County under the Agreement, shall be considered to have
discharged those parts of County's obligations under the Agreement. All payments and
18 reimbursements made by County after the date of this Assignment in the name of or to the
Assignor shall have the same force and effect as if made to the Assignee, and shall constitute a
19 complete discharge of County's obligations under the Agreement, to the extent of the amounts
20 paid or reimbursed.

21 (g) The Assignor and the Assignee agree that County is not obligated to pay or reimburse
either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related
22 increases, directly or indirectly arising out of or resulting from the transfer of this Assignment,
other than those that County in the absence of this transfer or Assignment would have been
23 obligated to pay or reimburse under the terms of the Agreement.

24 (h) The Assignor guarantees payment of all liabilities and the performance of all
obligations that the Assignee:

25 (1) Assumes under this Assignment; or

26 (2) May undertake in the future should this Agreement be modified under their
27 terms and conditions. The Assignor waives notice of, and consents to, any such future
28 modifications.

1 (i) The Agreement shall remain in full force and effect, except as modified by this
2 Assignment. Each party has executed this Assignment as of the day and year first above written.

3 4. **Governing Law.** This Assignment shall be governed by the laws of the State of
4 California, without regard to its conflict of laws principles.

5 5. **Headings.** All section headings and captions contained in this Assignment are for
6 reference only and shall not be considered in construing this Assignment.

7 6. **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor
8 and Assignee relating to the Agreement and supersedes all other oral or written provisions.

9 7. **Further Assurances.** From and after the date of this Assignment, Assignor and
10 Assignee agree to do such things, perform such acts, and make, execute, acknowledge and
11 deliver such documents as may be reasonably necessary or proper and usual to complete the
12 conveyance contemplated by this Assignment or as may be required by County.

13 8. **Insurance Certificates.** For this Assignment and Novation to be effective, Assignee
14 shall provide to County insurance certificates and endorsements for the identical type and
15 amount of coverage currently required under the Agreement.

16 9. **Severability.** Should the application of any provision of this Assignment to any
17 particular facts or circumstances be found by a court of competent jurisdiction to be invalid or
18 unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected
19 or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so
20 as to effect the intent of Assignor, Assignee and County.

21 10. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this
22 Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their
23 successors and assigns. Nothing in this Assignment, whether express or implied, shall be
24 construed to give any person or entity (other than County and the parties hereto and their
25 respective successors and assigns) any legal or equitable right, remedy or claim under or in
26 respect of this Assignment or any covenants, conditions or provisions contained herein.

27 11. **Notices.** All notices, consents, directions, approvals, instructions, requests and other
28 communications regarding this Assignment or the Agreement shall be in writing, shall be
addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail,
first class, certified with return receipt requested and with appropriate postage, (b) hand
delivered or (c) sent via facsimile (if a facsimile number is provided below). All
communications sent in accordance with this Section shall become effective on the date of
receipt. From time to time Assignor, Assignee or County may designate a new address for
purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor:

Linda Maclam, President
13300 New Airport Road, Suite 101
Auburn, CA 95602
(530) 913-3340.
lkimaclam@aol.com

1 If to Assignee:


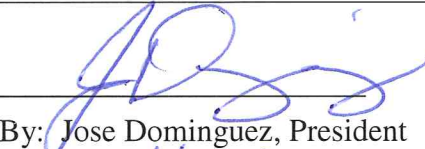
2 Jose Dominguez, President
3 SouthTech Systems, Inc
4 4181 Flatrock Drive, Suite 300
5 Riverside, CA 92505
6 (951) 354-6104
7 jose.dominquez@southtechsystems.com

8 If to County:

9 Fresno County Recorder
10 Paul Dictos, Assessor-Recorder
11 Hall of Records
12 2281 Tulare St. Rm 302
13 Fresno, CA 93721

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12. **Consent of County.** Each of Assignor and Assignee acknowledges that the prior written consent of County to this Assignment is required under the terms of the Agreement. County shall be a third-party beneficiary of this Assignment and shall have the right to enforce this Assignment.


1 IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as
2 of the date first referenced above.

3 ASSIGNOR	ASSIGNEE
4 AtPac, Inc. 5 13300 New Airport Road, Suite 101 6 Auburn, CA 95602	South Tech Systems, Inc 4181 Flatrock Drive, Suite 300 Riverside, CA 92505
7  8 By: Linda Maclam, President 9 Date: <u>4-20-17</u>	 By: Jose Dominguez, President Date: <u>4-19-2017</u>

Subject to Section 12 of this Assignment, County hereby consents to the assignment and novation described in Sections 2 and 3 of this Assignment.

Executed as of the date herein specified.

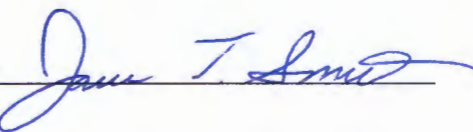
COUNTY OF FRESNO:

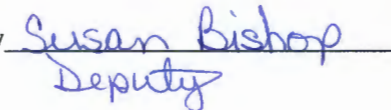
By 
Brian Pacheco, Chairman
Board of Supervisors

Date: 7-11-17

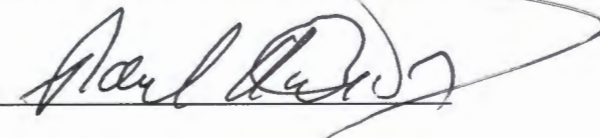
APPROVED AS TO LEGAL FORM:
Daniel C. Cederborg, County Counsel

BERNICE E. SEIDEL, Clerk
Board of Supervisors

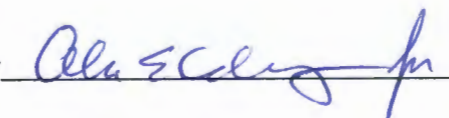
By 

By 
Deputy

REVIEWED & RECOMMENDED FOR APPROVAL:
Paul Dictos, CPA, Assessor-Recorder

By 

APPROVED AS TO ACCOUNTING FORM:
Oscar J. Garcia, CPA, Auditor-Controller/
Treasurer-Tax Collector

By 

FOR ACCOUNTING USE ONLY:
FUND: 0001
SUBCLASS: 10000
ORG NO.: 04200200
ACCOUNT NO.: 7295