

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT No. 16-452 ("ASSIGNMENT") is made and entered into this 11th day of September, 2018, by and between the County of Fresno, a political subdivision of the State of California, ("COUNTY"), Ramco Services, Inc., dba. Pacific Water Technologies, a California corporation, whose address is 1175 E. Shaw Ave., Suite 104-304, Clovis, CA 93612 ("ASSIGNOR"), and Blue Tech Water, Inc. dba. Ramco Services and Pacific Water Technologies, a California corporation, whose address is 2401 East Orangeburg Ave. #675, Modesto, CA 95355, ("ASSIGNEE").

WITNESSETH:

WHEREAS, COUNTY and ASSIGNOR entered into Agreement No. 16-452, dated July 12, 2016 ("AGREEMENT") pursuant to which ASSIGNOR agreed to provide chemical treatment services for the COUNTY's HVAC systems at various COUNTY-owned facilities; and

WHEREAS, SECTION 8 – NON ASSIGNMENT of the AGREEMENT provides for the assignment of the Agreement with the written consent of both Parties; and

WHEREAS, ASSIGNOR wishes to assign, transfer, and delegate all of its rights, benefits, benefits, responsibilities, and obligations under the AGREEMENT to ASSIGNEE; and

WHEREAS, ASSIGNEE represents that s/he is willing and qualified to accept the assignment, transfer, and delegation of ASSIGNOR'S rights, benefits, responsibilities, and obligations under the AGREEMENT, and to perform faithfully and completely in ASSIGNOR's stead thereunder.

NOW, THEREFORE, the parties agree that the AGREEMENT shall be, and is, transferred and assigned by ASSIGNOR to ASSIGNEE as follows:

1. ASSIGNOR does hereby transfer and assign all of its rights, interest, obligations, and responsibilities under the AGREEMENT to ASSIGNEE.

2. ASSIGNEE does hereby accept from ASSIGNOR the Assignment of the AGREEMENT and ASSIGNEE agrees, without qualification or reservation of right, to perform each and every one of ASSIGNOR'S obligations and responsibilities under the AGREEMENT and adhere to all terms of the AGREEMENT, as though ASSIGNEE were the signatory party of said

1 Agreement in lieu of ASSIGNOR.

2 3. ASSIGNEE'S liability under the AGREEMENT, and under this ASSIGNMENT
3 thereof, shall include any and all liability that ASSIGNOR has to the COUNTY under the
4 AGREEMENT, whether known as of the date hereof or subsequently discovered and henceforth all
5 such liability shall ASSIGNEE accept.

6 4. This ASSIGNMENT shall be retroactive to May 17, 2018, the date that ASSIGNOR
7 was purchased by ASSIGNEE.

8 5. ASSIGNEE and ASSIGNOR hereby represent that any prior payments from May
9 17, 2018 until the execution of this Assignment have been paid to the correct party and that no
10 further payments are owed by COUNTY to ASSIGNOR.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

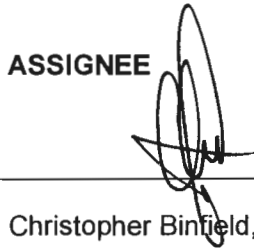
ASSIGNOR



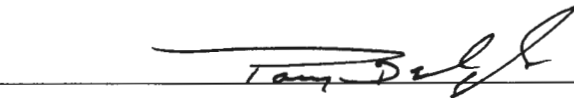
Mike T. Murphy, President

Ramco Services Inc. dba Pacific Water
Technologies
1175 E. Shaw Ave Suite 104-304
Clovis, CA 93612

ASSIGNEE



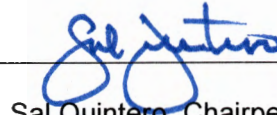
Christopher Binfeld, CEO



Anthony Delgado, CFO

Blue Tech Water, Inc
2401 E. Orangeburg Ave. #675
Modesto, CA 95355


COUNTY OF FRESNO



Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

FOR ACCOUNTING USE ONLY:

ISD – Purchasing
ORG No.: 8935
Account No.: 7205
Fund: 1045
Subclass: 10000