

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of November 3, 2015, by and among InterPlan Company, a Utah corporation ("Assignor"), Parametrix, Inc., a Washington corporation ("Assignee") and Tooele County ("Contract Party").

Assignor, Assignee and Contract Party hereby agree as follows:

1. Contract(s). Assignor and Contract Party have entered into the contract(s) set forth on Schedule 1 attached hereto (the "Contracts").
2. Assignment. Assignor has agreed to assign to Assignee all of Assignor's right, title and interest under Contracts and Assignee has agreed to assume certain Assignor's obligations under the Contracts consistent with this Agreement. The date upon which the assignment of the Contracts is effective is November 9, 2015 (the "Effective Date").
3. Consent. Contract Party hereby consents to the assignment of the Contracts on the Effective Date, and agrees to accept performance by Assignee under the Contracts on and after the Effective Date.
4. Representations. Assignor and Contract Party agree that each of the Contracts is in full force and effect, and no default exists under the Contracts. Assignor and Contract Party agree that all payments due to Contract Party through the Effective Date have been made. The assignment of Contracts does not constitute a default or violation of any provision of the Contracts. Contract Party waives any notice provisions with respect to assignment of the Contracts.
5. Assumption of Liabilities. Assignor shall be liable to Contract Party for all of the obligations under the Contracts, including but not limited to payment, until the Effective Date. Assignee shall be liable to Contract Party for all of the obligations under the Contracts after the Effective Date.
6. No Amendment. This Agreement shall not otherwise alter, modify or amend the terms of the Contracts.
7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns.
8. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute a single instrument.
9. Headings. The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

10. Further Assurances. Contract Party will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to evidence further the assignment of the Contracts of Assignor to Assignee on the Effective Date.

The parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR:
INTERPLAN COMPANY

By: _____
Andrea Olson

ASSIGNEE:
PARAMETRIX, INC.

By: _____
[]
Its: _____

CONTRACT PARTY:
TOOELE COUNTY

By: Marilyn K. Seltzer
[]
Its: Chief Auditor

SCHEDULE 1
CONTRACTS