





**ASSIGNMENT AND ASSUMPTION AGREEMENT OF CONTRACT  
AND CONSENT OF MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT OF CONTRACTS (this "Agreement") is made to be effective the 31<sup>st</sup> day of July, 2007, by and between The Allen Group, also known as The J.D. Allen Group ("Assignor"), and Horizon Behavioral Services, Inc., a Delaware corporation qualified to do business in Florida ("Assignee").

WHEREAS, Assignor entered into a contract dated May 16, 2007, with the Monroe County Board of County Commissioners, for provision of professional services in the form of an Employee Assistance Program (the "Contract"); and

WHEREAS, subsequent to the date of the Contract, Assignor entered into an asset purchase and sale agreement with Assignee; and

WHEREAS, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Contract, subject to the terms, conditions, representations, covenants and agreements set forth in this Agreement; and

WHEREAS, Assignee desires to assume the responsibility and obligation for the performance of all the services and other matters to be performed under the Contract after the date hereof in accordance with the terms set forth herein; and

WHEREAS, Assignee desires this Agreement to be made effective retroactive to July 31, 2007, to coincide with the date of the purchase and sale of Assignor to Assignee; and

WHEREAS, the Monroe County Board of County Commissioners desires to give its consent to such Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns, transfers and sets over to Assignee, its successors and assigns, all of its right, title and interest in, to and under the Contract, subject to the terms, covenants, agreements, representations and conditions thereof.
2. Acceptance. Assignee accepts the assignment of the Contract, agrees to be bound by all commitments and obligations required to be performed or complied and any liability directly caused by Assignee as a result of Assignee's defective performance or compliance with such commitments and obligations, regardless of whether the work had been required to be performed by Assignor prior to the assignment;
3. Assignee's Responsibilities. Within ten (10) days after execution of this Agreement by the County, the Assignee shall provide proof of the following in a form acceptable



IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed and effective as of the date above written.

**THE ALLEN GROUP ("ASSIGNOR")**

By: John D. Allen  
Print Name

[Signature] 8/21/07  
Signature Date

**WITNESS FOR THE ALLEN GROUP:**

By: Glory Kerr  
Print Name

[Signature] 8/29/07  
Signature Date

**HORIZON BEHAVIORAL SERVICES, INC. ("ASSIGNEE")**

By: Alan Berry  
Print Name

[Signature] 9-4-07  
Signature Date

**WITNESS FOR HORIZON BEHAVIORAL SERVICES, INC.**

By: Alisa Johnson  
Print Name

[Signature] 9/4/07  
Signature Date

**CONSENT OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TO ASSIGNMENT AND ASSUMPTION**

The undersigned hereby consents to the foregoing Assignment and Assumption of the Contract, by and between Assignor and Assignee.

Effective as of the 31<sup>ST</sup> day of July, 2007.

**BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Mario Di Gennaro, Mayor

Date: \_\_\_\_\_

[SEAL]

ATTEST: DANNY L. KOHLAGE, CLERK

By: \_\_\_\_\_  
Deputy Clerk

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
[Signature]  
CYNTHIA L. HALL  
ASSISTANT COUNTY ATTORNEY  
Date 9-4-07