

**Consent to  
Assignment and Assumption of  
COLLIN COUNTY CONTRACTS**

This Assignment and Assumption of various contracts and purchase orders (the "Assignment"), is entered into and by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas (the "County"), Hay Group, Inc., a corporation authorized to do business in the State of Texas (the "Assignor"), and Korn Ferry Hay Group, Inc., a corporation authorized to do business in the State of Texas (the "Assignee").

**WITNESSETH:**

**WHEREAS**, The County issued an RFP dated February 18, 2016 (the "RFP"); and

**WHEREAS**, Assignor submitted a proposal to the RFP dated March 10, 2016 (the "Proposal"); and

**WHEREAS**, The County awarded the work set forth in the RFP to Assignor on May 23, 2016 (the "Award");

**WHEREAS**, subsequent to the Award, Assignor was merged into Assignee;

**WHEREAS**, The County and Assignee are executing a contract for the work contemporaneously with this Assignment;

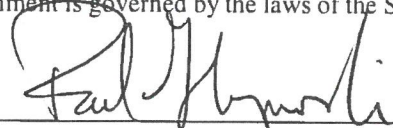
**WHEREAS**, Assignor and Assignee desire to assign the Award from Assignor to Assignee; and

**WHEREAS**, Assignor and Assignee desires that that County consent to this assignment between Assignor and Assignee.

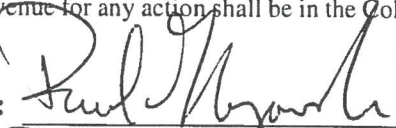
**NOW, THEREFORE**, for and in consideration of the representations, agreements and promises herein set forth, the undersigned parties agree as follows:

1. To the extent required, the County hereby consents to the assignment of the Award by Assignor to Assignee.
2. The County's consent to this assignment and assumption in no way releases Assignor from its obligations under the Award.
3. All terms and provisions of the RFP and Award shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein.
4. By acceptance hereof, Assignee agrees to assume and become obligated to keep, fulfill, observe, perform and discharge each and every covenant, duty, debt and obligation that may accrue and become performable from and after the date hereof by Assignor under the terms, provisions and conditions of the RFP and Award.
5. This Assignment is binding upon and shall inure to the benefit of the Parties hereto and their respective authorized agents and representatives, and successors.
6. This assignment may be executed in any manner of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
7. This Assignment is governed by the laws of the State of Texas; and venue for any action shall be in the Collin County, Texas.

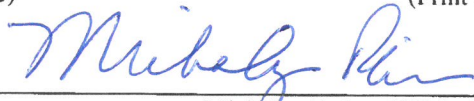
**ASSIGNOR:**

  
PAUL GLOGOWSKI, SR. PRINCIPAL CONSULTANT  
(Print Name and Title)

**ASSIGNEE:**

  
PAUL GLOGOWSKI, SR. PRINCIPAL CONSULTANT  
(Print Name and Title)

**COLLIN COUNTY, TX:**

  
6-16-16  
Michelyn Rains, CPPO, CPPB, Purchasing Agent

**COURT ORDER NO.:**

2016-351-05-23