

ASSIGNMENT OF AGREEMENT

This Assignment of Agreement ("**Assignment**") is dated December 17, 2019, and is between the San Joaquin Valley Insurance Authority, a joint powers agency ("**SJVIA**"), Hourglass Systems, Inc., a California corporation ("**Assignor**"), and MyWorkplace, Inc., a Texas corporation ("**Assignee**").

On January 1, 2018, the SJVIA and the Assignor entered into an agreement to implement a benefits management and enrollment SaaS system for use by SJVIA member entities to complete benefit related management functions ("**Agreement**"). Section 11.2 of the Agreement provides that neither party may assign its rights or delegate its obligations under the Agreement without the prior written consent of the other party.

The Assignor now wishes to assign, transfer, and delegate all of its rights, benefits, responsibilities, and obligations under the Agreement to the Assignee.

The Assignee represents that it is ready, willing, and qualified to accept the assignment, transfer, and delegation of the Assignor's rights, benefits, responsibilities, and obligations under the Agreement, and to perform faithfully and completely in the Assignor's stead under the Agreement.

The parties therefore agree as follows:

1. The Assignor hereby transfers and assigns all of its rights and interest in, and delegates all of the Assignor's obligations and responsibilities under, the Agreement, effective January 1, 2020.

2. The Assignee hereby accepts from the Assignor that transfer and assignment of the Assignor's rights and interest in, and delegation of all of the Assignor's obligations and responsibilities under, the Agreement, effective January 1, 2020. The Assignee agrees, as a direct obligation to the SJVIA, without qualification or reservation of right, to perform each and every one of the Assignor's obligations and responsibilities under the Agreement, and to adhere to all terms of the Agreement as though the Assignee were the signatory party of the Agreement, in lieu of the Assignor. As such, the Assignee agrees that its liability under the Agreement shall include liability accruing as a result of the Assignor's, as well as the Assignee's, performance or failure to perform its obligations under the Agreement. The Assignee agrees to each and every term of the Agreement.

3. The Assignee represents and warrants that it is ready, willing, and qualified to accept the assignment, transfer, and delegation of the Assignor's rights, benefits, responsibilities, and obligations under the Agreement, and to perform faithfully and completely in the Assignor's stead under the Agreement. The Assignee represents and warrants that it is duly authorized to conduct business in the State of California.

4. The SJVIA hereby agrees to that assignment, transfer, and delegation of the Agreement from the Assignor to the Assignee.

5. Section 6.1 of the Agreement, "Contact Information," under "For the Contractor," is amended to read as follows:

Gregory Kinder
President
MyWorkplace, Inc.
400 N. Loop 1604 East, Ste. 110
San Antonio, TX 78232
(559) 453-2410

6. Each person executing this Assignment in a representative capacity hereby warrants and represents to the parties that they are authorized to do so, and that their signature is binding on the party for whom it is made.

The parties are signing this agreement on the date stated in the introductory clause.

HOURGLASS SYSTEMS, INC.



Gregory Kinder
President

SAN JOAQUIN VALLEY INSURANCE
AUTHORITY



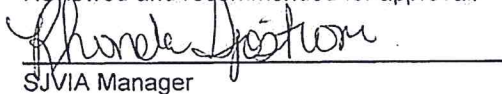
Buddy Mendes
President, Board of Directors

MYWORKPLACE, INC.



Gregory Kinder
President

Reviewed and recommended for approval.



SJVIA Manager