

Attachment C

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT ("**Assignment**") is entered into and effective retroactively as of October 3, 2022, by and between Quincy Engineering, Inc., a California corporation ("**Assignor**"), and CONSOR North America, Inc., an Oregon Corporation ("**Assignee**").

Recitals

A. Assignor is the Contractor under that certain Professional Services Agreement to Provide Professional Engineering Design Services for the Palo Colorado Road Repair Project from Milepost 4.0 to 7.8, Project No. 6210, located in Monterey County, California, Request for Proposals #10766, dated April 1, 2021, (the "**Service Contract**"), by and between Assignor, as Contractor, and the County of Monterey ("County"), which Service Contract engages Assignor to provide professional engineering design services for the period April 1, 2021 to April 1, 2024.

B. Assignee (as Buyer) and Assignor (as Seller) have entered into that certain Agreement and Plan of Merger, dated as of October 3, 2022, (the "**Agreement and Plan of Merger**") pursuant to which Assignor is selling and assigning, and Assignee is purchasing, certain assets of Assignor, including all right, title and interest of Assignor under the Service Contract.

C. Pursuant to Paragraph 15.06, Assignment and Subcontracting, of the Service Contract, Assignor is required to give notification to the County and request County's prior written consent in the event that Assignor desires to assign the Service Contract.

D. Subject to the terms and conditions set forth herein, Assignor desires to assign to Assignee all of Assignor's rights, duties, obligations and interest in and to the Service Contract and Assignee desires to accept and assume such rights, duties, obligations and interest from Assignor.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants, agreements and indemnities set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its rights, duties, obligations, title and interest in and to the Service Contract, effective as of the Closing Date as defined in the Agreement and Plan of Merger (the "**Closing Date**"). Assignor shall notify the County of the actual Closing Date under the Agreement and Plan of Merger promptly after it is determined.

2. Acceptance and Assumption of Assignment. By the execution hereof, Assignee, hereby accepts and assumes, from and after the Closing Date, all of Assignor's rights, duties, obligations and interest in, to and under the Service Contract and shall perform and be bound by all of the terms, covenants and conditions of Assignor under the Service Contract, to the same extent as though Assignee was the original signatory under the Service Contract.

3. Representation and Warranties of Assignor. Assignor warrants and represents that as of the Closing Date:

a. There are no assignments of or agreements to assign the Service Contract to any other party; and

b. The Service Contract is in full force and effect and there exists no defaults on the part of Assignor or the County thereunder.

4. Indemnification. Assignee does hereby agree to indemnify, defend and hold harmless Assignor and its directors, shareholders, officers and employees and each of their respective successors and assigns from and against any claims, damages, losses, costs, expenses or other liabilities based upon or arising out of any breach or alleged breach of the Service Contract or out of any other events or incidents connected with the Service Contract occurring or alleged to have occurred from and after the Closing Date. Assignor does hereby agree to indemnify, defend and hold harmless Assignee and its directors, shareholders, officers and employees and each of their respective successors and assigns from and against any claims, damages, losses, costs, expenses or other liabilities, based upon or arising out of any breach or alleged breach of the Service Contract or out of any events or incidents connected with the Service Contract occurring or alleged to have occurred prior to the Closing Date.

5. Notice. All notices, requests, demands, consents, and other communications which are required or may be given under this Assignment (collectively, the "**Notices**") shall be in writing and shall be given either (a) by personal delivery with a receipted copy of such delivery; (b) by certified or registered United States mail, return receipt requested, postage prepaid; or (c) by an overnight nationally recognized courier, to the addresses set below each Party's signature to this Assignment or to such other address of which written notice in accordance with this Section 5 shall have been provided to the other Party hereto. Notices may only be given in the manner hereinabove described in this Section 5 and shall be deemed received upon receipt or refusal thereof if by personal delivery; three (3) days after deposit in the US mail, or the next business day after deposit with a nationally recognized overnight courier.

6. Authority. Each party hereto represents and warrants that: (a) he or she has full right, power and capacity to execute and deliver this Assignment and by his or her signature shall create a valid and binding obligation of the entity for which such party is signing, enforceable in accordance with its terms; and (b) his or her execution and delivery of this Assignment and the performance of its obligations hereunder will not result in any default under any other agreement, instrument or obligation to which it is a party. Each person executing this Assignment on behalf of a party that is an entity hereunder represents and warrants that he or she is duly authorized to execute and deliver this Assignment on behalf of such party in accordance with the articles or certificate of incorporation or formation, bylaws, limited liability company agreement, partnership agreement or other governing document of such party.

7. Integration Clause; Severability; No Amendment. This Assignment, including the Exhibits attached hereto, sets forth all the agreements between the parties hereto with respect to the subject matter hereof, and there are no other agreements either oral or written other than as set forth in this Assignment. If any term or provision of this Assignment, or the application thereof, shall be invalid or unenforceable, such provision shall be deemed severed from this Assignment and the remainder of this Assignment, shall not be affected thereby, and each term and provision of this Assignment shall be valid and be enforced to the fullest extent permitted by law. This Assignment may only be modified, or a term thereof waived, by a writing signed by an authorized officer of the parties hereto expressly setting forth such modification or waiver.

8. No Waiver. Any failure by either party hereto to comply with any obligation, agreement, covenant, or condition set forth in this Assignment may be expressly waived in writing by the other party hereto. However, any waiver, or failure to insist upon strict compliance with any obligation, agreement, covenant, or condition, shall not operate as a continuing waiver thereof.

9. Governing Law; Consent to Jurisdiction; Enforcement. This Assignment shall be construed and interpreted, and all disputes, claims, and questions arising hereunder shall be determined, in accordance with the laws of the State of California. The parties hereto agree that any legal action or proceeding brought by either party hereto and arising from or in connection with this Assignment or any breach hereunder shall be brought in the California Superior Court for the County of Monterey. In the event that any action is initiated to interpret or enforce any of the terms of this Assignment or to enforce any judgment, the prevailing party shall be entitled to receive from the other party, in addition to damages and injunctive or other relief, reasonable attorney's fees, costs, and expenses incurred in connection therewith.

10. Binding Effect. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors in interest and assigns, except as provided in this Assignment.

11. Time. Time is of the essence of this Assignment and each and every provision hereof. Any extension of time granted for the performance of any duty under this Assignment shall not be considered an extension of time for the performance of any other duty under this Assignment.

12. Counterparts. This Assignment may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of such counterparts shall be deemed an original hereof.

13. No Party Deemed Drafter. All parties to this Assignment have been represented by legal counsel in the negotiation and preparation of this Assignment. Accordingly, this Assignment has been drafted on the basis of the parties' mutual contributions of language and the Assignment is not to be construed against any party as being the drafter of this Assignment.

14. Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by reference, with the same force and effect as if fully set forth in the body hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the Closing Date.

ASSIGNOR:

ASSIGNEE:

Quincy Engineering, Inc.

CONSOR North America, Inc.

By: DocuSigned by:
Mark Reno
E8733F3DA78F4A5...
(Signature of Chair, President or Vice President)

By: DocuSigned by:
Mark Reno
E8733F3DA78F4A5...
(Signature of Chair, President or Vice President)

Its: Mark Reno, Vice President
(Print Name and Title)

Its: Mark Reno, Vice President
(Print Name and Title)

Date: 10/27/2022 | 1:51 PM PDT

Date: 10/27/2022 | 1:51 PM PDT

By: DocuSigned by:
Shawn Goodpaster
C605D471F56E420...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

By: DocuSigned by:
Matthew Cass
774842A8CD884E0...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Shawn Goodpaster, Secretary
(Print Name and Title)

Its: Matthew Cass, Secretary
(Print Name and Title)

Date: 10/27/2022 | 3:50 PM PDT

Date: 10/27/2022 | 6:50 PM EDT

Notice Address:
11017 Coblerock Drive, Suite 100
Rancho Cordova, California 95670

Notice Address:
155 North Upper Wacker Drive, Suite 4150
Chicago, Illinois 60606

[County's SIGNATURE ONLY ON FOLLOWING PAGE]

CONSENT OF THE COUNTY OF MONTEREY

By execution hereof, the undersigned for the County of Monterey referenced above hereby consent to the assignment of the Professional Services Agreement from Assignor to Assignee.

This consent is conditioned upon the following: _____

This consent shall not be deemed a consent to any other assignment.

County of Monterey

DocuSigned by:
Debra R. Wilson
By: _____
7B741937AA0D41B...
Debra R. Wilson, PhD
Contracts and Purchasing Officer

Date: 10/31/2022 | 1:54 PM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

DocuSigned by:
Mary Grace Perry
By: _____
A1933B26E717442...
Mary Grace Perry
Deputy County Counsel

Date: 10/30/2022 | 4:59 PM PDT
