

Attachment A

This page intentionally left blank.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (“Assignment”) is made and entered as of March 23rd, 2022 (the “Assignment Effective Date”) by and between MacNeil Automotive Products Limited, (“Assignor”) and WeatherTech Direct LLC (“Assignee”).

Recitals

A. County of Monterey (“County”) and Assignor entered into a Sponsorship Agreement effective as of April 1st, 2018 (the “Agreement”).

B. Assignor now wishes to assign the Assignee all of its right, title, and interest in and to, and all of its obligations under the Agreement to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

Agreement

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of March 22nd, 2022 (“Assignment Effective Date”), Assignor hereby assigns to Assignee all of its rights, title, interest in and to, and all of its terms, covenants, conditions, and obligations under the Agreement.

2. Assumption. Effective as of the Assignment Effective Date, Assignee hereby accepts the Assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform, and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions, and obligations required to kept, performed, and fulfilled by Assignor under the Agreement.

3. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. Third Party Beneficiaries. Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit, or obligation under this Assignment as a third-party beneficiary or otherwise.

5. Miscellaneous.

i. Headings. The headings in this Assignment are for convenience of reference only and art not part of the substance hereof.

ii. Benefit. This Assignment shall be binding upon and inure to the benefit

of the parties and their respective successors, assigns and if applicable, heirs, and administrators.

iii. Counterparts. This Assignment may be executed in multiple originals and by counterpart.

iv. Governing Law. This Assignment shall be construed under the laws of the State of California.

v. Amendments. No alteration, amendment, or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

vi. Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first written.

ASSIGNOR:

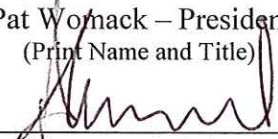
ASSIGNEE:

MacNeil Automotive Products Limited

WeatherTech Direct, LLC

By: Pat Womack – President
(Print Name and Title)

By: Pat Womack - President
(Print Name and Title)

Its: 
(Signature of Chair, President or Vice President)

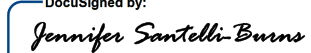
Its: 
(Signature of Chair, President or Vice President)

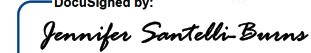
Date: 3.23.22

Date: 3.23.22

By: Jennifer Santelli-Burns – CFO
(Print Name and Title)

By: Jennifer Santelli-Burns - CFO
(Print Name and Title)

DocuSigned by:

Its: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

DocuSigned by:

Its: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Date: 3.23.22

Date: 3.23.22

[County's SIGNATURE ONLY ON FOLLOWING PAGE]

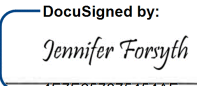
ACKNOWLEDGEMENT AND CONSENT

County of Monterey hereby consents to the foregoing assignment and assumption.

By: _____

Contracts/Purchasing Officer

Date: _____

By:  _____
4E7E657875454AE...

Auditor/Controller

Date: 6/23/2022 | 8:59 AM PDT

By:  _____
65EE9F1502BD412...

Deputy County Counsel

Date: 6/23/2022 | 8:29 AM PDT

