

ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION and CONSENT AGREEMENT is made as of the 2nd day of November 2020 ("Agreement") by and among Heritage Food Service Group with an address of 5130 Executive Blvd, Fort Wayne, IN 46804-1149 ("Assignor"), Parts Town, LLC with an address of 1200 Greenbriar Dr., Addison, CA 60101-1049 ("Assignee"), and the County of Orange, Sheriff-Coroner Department, with an address of 320 N. Flower Street, Ste 108, Santa Ana, CA 92703 ("County") concerning Contract Number MA-060-150-12014 for Aftermarket Repair Parts for Institutional Kitchen Equipment (the "Contract").

WHEREAS, Assignor and County entered into the Contract on June 8, 2015, pursuant to which Assignor provided Aftermarket Repair Parts for Institutional Kitchen Equipment; and

WHEREAS, Assignor has merged with Assignee and is operating under Assignee's name and tax identification number, and Assignor wishes to transfer and assign its rights and obligations under the Contract to Assignee; and

WHEREAS, as part of Assignee's acquisition of Assignor in the merger, Assignee has acquired the Contract between Assignor and the County and agrees to assume all duties and responsibilities under the Contract in accordance with the terms and conditions stated in the Contract; and

WHEREAS, County is willing to release Assignor from the obligations under the Contract and consents to Assignee assuming such obligations under the Contract; and

WHEREAS, the Parties desire to substitute Assignee in place of Assignor with respect to the Contract;

NOW, THEREFORE, in consideration of the promises hereto and the mutual covenants and agreements set forth herein and in the Contract and amendments thereto, County, Assignee, and Assignor agree as follows:

1. Assignor does hereby assign, transfer, and convey to the Assignee as of November 2, 2020 (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under said Contract.
2. Assignee hereby accepts such assignment of the Contract as of the Effective Date and agrees to assume all of Assignor's duties and obligations in, to, and under the Contract from and after the Effective Date.
3. County consents to such assignment of the Contract by Assignor to Assignee as of the Effective Date.
4. County further consents to the substitution and novation of Assignee in place and instead of Assignor wherever Assignee is referenced in the Contract from and after the Effective Date.
5. County and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties under the Contract from and after November 2, 2020.
6. Notwithstanding Paragraph 5 above, Assignor agrees that it shall cooperate with Assignee in effectuating an orderly transition of the County information to the Assignee in order for Assignee to fulfill its obligations, responsibilities, and duties under the Contract from and after the Effective Date.

7. Assignee agrees to defend and indemnify County and Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Contract from and after the Effective Date.
8. Assignor agrees to defend and indemnify County and Assignee from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Contract and subject to the terms of the Contract prior to the Effective Date.
9. This Agreement along with the Contract and the Amendments thereto constitute the entire agreement concerning the assignment between the parties and they may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
10. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

(Signature page follows)


In witness whereof, the parties acknowledge that they have read the assignment, novation and consent, understand it and agree to be bound by its terms. Each party has full power and authority to enter into and perform this assignment, novation and consent, and the person signing this assignment, novation and consent on behalf of each has been properly authorized and empowered to enter into this assignment, novation and consent.

Heritage Food Service Group

By:  Title: Customer Solutions Senior Manager

Print Name: Tari Kovets Date: 11/30/2020

Parts Town, LLC

By:  Title: SVP of Customer Service - Institutions

Print Name: Mac Routen Date: 11/30/2020

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: Liz Pejeau
Deputy