



MONTCLAIR STATE UNIVERSITY

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT made this day OCT 27 of 2017, by and between Coca-Cola Refreshments USA Inc., hereinafter "Assignor," having its principal office at 1 Coca-Cola Plaza NW, Atlanta GA 30313 and Liberty Coca-Cola Beverages LLC, hereinafter "Assignee," having its principal office at 725 East Erie Avenue, Philadelphia PA 19134, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, Assignor entered into the following Contract with Montclair State University ("University"), RFP No. 1279 - Pouring Rights Agreement, hereinafter "Contract"; and

WHEREAS, Assignor wishes to assign all of its rights and obligations under the Contract to Assignee,

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignor and Assignee hereby agree that the Assignor shall assign all its right, title, and interest, and delegate all its obligations responsibilities and duties, in and to the Contract, to Assignee.
2. Assignee hereby accepts the assignment of all of Assignor's obligations responsibilities and duties under the Contract and all of Assignor's right, title and interest in and to the Contract.
3. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the University from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignor's performance prior to the assignment of the Contract and resulting from Assignee's performance after the assignment of the Contract, provided however, that after the assignment of the Contract the University shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from Assignee's performance.
4. Assignee agrees to indemnify the University from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract.
5. The University in executing its consent to this Assignment, does not release Assignor from any claims or remedies it may have against Assignor under the Contract.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written by their duly authorized representatives.

Mark Eppert - CHIEF FINANCIAL OFFICER

(Assignor-Please Print)

(Signature of Assignor)

SCOTT BRENNAN - SENIOR ACCOUNT EXECUTIVE

(Assignee-Please Print)

(Signature of Assignee)

Approved:

Vice President for Finance and Treasurer
Montclair State University

DocuSigned by: 05872FB0090148B