

Our True North: *Safely Home*

Procurement

Douglas A. Ducey, Governor
John S. Halikowski, Director
Sonya Herrera, Division Director

Consent to Assignment

ADSP018-189401
 Bulk Fuel and Bulk Fuel Propane

Carter Oil Co., hereinafter referred to as the "ASSIGNOR," hereby represents and warrants that the ASSIGNOR desires to assign **ADSP018-189401** for **Bulk Fuel and Bulk Fuel Propane**, hereinafter the "CONTRACT" to **Rhinehart Oil Co, LLC.**, hereinafter referred to as the "ASSIGNEE"

ASSIGNOR warrants and represents ASSIGNOR has full right and authority to transfer the CONTRACT and the contract rights upon execution of this document.

THEREFORE, essential to the DEPARTMENT consenting to the assignment of the Contract from ASSIGNOR to ASSIGNEE, ASSIGNOR and ASSIGNEE represent, warrant, and agree with the DEPARTMENT to the following statements:

- ASSIGNEE represents and warrants that:
 - it has read and understands the terms and conditions of the Contract;
 - it has thorough knowledge of all work performed by ASSIGNOR under the Contract; and
 - any remaining work under the Contract can and shall be performed in a timely and satisfactory manner for the remaining Term of the Contract.
- ASSIGNOR warrants and represents that the CONTRACT is in full force and effect and is fully assignable.
- ASSIGNOR and ASSIGNEE hereby acknowledge and agree with the DEPARTMENT that upon the date of signatures that neither ASSIGNOR nor ASSIGNEE have basis for filing any claim against the DEPARTMENT in connection with the CONTRACT; and that no event has occurred which itself constitutes or would in the future constitute a default under the terms of the CONTRACT.
- ASSIGNEE understands and agrees that it shall assume and be responsible for all obligations of ASSIGNOR under the CONTRACT, including but not limited to those pertaining to the quality and workmanship of all work performed by ASSIGNOR, and shall fully warrant such work in accordance with the requirements of the CONTRACT.
- ASSIGNOR hereby releases and discharges the DEPARTMENT from any and all claims and liabilities relating to or arising out of the CONTRACT. Further, ASSIGNOR understands and agrees that this consent shall not relieve ASSIGNOR of any of the obligations to be observed and performed by ASSIGNOR under the CONTRACT and that this consent shall not be construed as a waiver or limitation of any right the DEPARTMENT has or may have against ASSIGNOR, and all rights of the DEPARTMENT under the CONTRACT and/or under the law are expressly reserved.

As witnessed below the ASSIGNOR and ASSIGNEE have executed this Agreement.

ASSIGNOR: Carter Oil Co.

ASSIGNEE: Rhinehart Oil Co., LLC.

DocuSigned by:
 By: Nick Carter 12/30/2020
 Authorized Representative Signature Date
 CA74E68AEF624AD...
 Nick Carter VP
 Printed Name / Title

DocuSigned by:
 By: David Jardine 12/30/2020
 Authorized Representative Signature Date
 David Jardine CFO
 Printed Name / Title

The DEPARTMENT hereby consents to this Assignment, effective as of this 1st Day of January, 2021.

THE DEPARTMENT OF TRANSPORTATION,

DocuSigned by:
 By: Jennifer Healey
 Jennifer Healey Procurement Officer