



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW0035T

PeopleSoft Contract ID: Various

Contract Title: Heavy Duty Trucks

Contract Issuance Date: 02/07/2021

Contract Supplier: Various

Addendum # 4

Addendum Date: 03/15/2022

OMES Point of Contact:

Contracting Officer: Joseph Farani

Phone Number: (405) 521-6668

E-mail address: joseph.farani@omes.ok.gov

Addendum Information: Contract Assignment and Pricing update

Addendum 4 is issued to assign the Summit Truck Group contract to Holt Truck Centers of Oklahoma and update all pricing sheets.

ADDENDUM ASSIGNMENT AGREEMENT

[Statewide Contract #0035T]

State of Oklahoma

This Agreement (the "Agreement") is entered into by and between Paul Hensley of Summit Truck Group, LLC. (the "Assignor"), having their principal address located at 1735 West Reno Avenue, Oklahoma City, OK 73106 and David Carney, General Sales Manager of HOLT Truck Centers of Oklahoma (the "Assignee"), having their principal address located at 1735 West Reno Avenue, Oklahoma City, OK, 73106, both of whom agree to be bound by this Agreement, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged:

WHEREAS, Assignor [Summit Truck Group, LLC.] has entered into an agreement with HOLT Truck Centers of Oklahoma [the "Assignee"], effective February 06, 2022.

WHEREAS, Assignor has assigned all of their rights and obligations under the contract associated with Oklahoma State Wide Contract #0035T to HOLT Truck Centers of Oklahoma, [Assignee].

NOW THEREFORE, Assignor and Assignee have agreed to the following:

I. Assignor and Assignee hereby agree that the Assignor shall assign all their rights, titles, and interests, and delegate all of their obligations, responsibilities, and duties, in the Contract associated with Oklahoma Statewide Contract #0035T to Assignee.

II. Assignee hereby accepts the assignment of all of Assignors obligations, responsibilities, and duties under the Contract associated with Oklahoma Statewide Contract #0035T and all of Assignors rights, titles, and interests in and to the Contract,

III. Notwithstanding the foregoing, Assignor agrees to indemnify the State of Oklahoma from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages, resulting from Assignors performance prior to the assignment of the contract and resulting from Assignees performance after the assignment of the Contract.

IV. Assignee agrees to indemnify the State of Oklahoma from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees, and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract.

V. No future modification of this Agreement shall be valid unless in writing and agreed upon by all relevant Parties.


VI. In the event any provision of this Agreement is held to invalid, illegal, or unenforceable for

any reason, then the Parties agree that such provision shall be deemed to be struck and the remainder of the Agreement shall be enforced as if the struck provision were never included in the Agreement.

VII. This Agreement is governed by the laws of the State of Oklahoma and both Parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

ASSIGNOR:


Paul Hensley (Mar 9, 2022 09:00 CST)

Paul Hensley, Summit Truck Group, LLC.

Date: 3/9/2022

ASSIGNEE:


David Carney (Mar 9, 2022 09:30 CST)

David Carney, General Sales Manager of HOLT Truck Centers of Oklahoma

Date: 03/09/2022

STATE PURCHASING DIRECTOR



Dan Sivard

Date: 03/09/2022


Tim Tuck (Mar 9, 2022 10:54 CST)