CITY OF TALLAHASSEE

ASSIGNMENT AGREEMENT
CONTRACT NO. 4136A

THIS ASSIGNMENT AGREEMENT (Agreement) to the City of Tallahassee Contract for *4136 for Continuing Price Agreement Petroleum*, City Contract No. 4136 (Contract) is entered into and effective this 09/22/2026, by and between *Eli Roberts & Sons* **(Assignor),** whose mailing address is 2195 Lake Bradford Rd. , Tallahassee, FL 32310 and *Davison Fuels & Oil, LLC* **(Assignee**), whose mailing address is 8450 Tanner Williams Rd., Mobile, AL 36608 and the City of Tallahassee (City), 300 S. Adams Street, Tallahassee, Florida 32301-1731, collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Assignor entered into the Contract with the City on March 1, 2018, in which a copy of the contract is available in the City's Treasurer-Clerk's office and, by reference, is incorporated herein; and,

WHEREAS, Assignor was acquired by Davison Fuels & Oil, LLC on July 8, 2026; and

WHEREAS, the Assignor now operates the company under the name Davison Fuels & Oil, LLC; and

WHEREAS, the Assignor now wishes to formally assign its obligations, rights, title, interest in, and all monies due or to become due in and under the Contract to Assignee and its successors; and,

WHEREAS, the Assignee represents that it can assume and fully perform the Contract, and the Assignee intends for the City to rely upon that representation; and

THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, receipt and sufficiency which are hereby acknowledged, the Parties agree to the following:

1. The above recitals are hereby incorporated into, and made a part of, this Agreement.

2. The Assignee accepts and agrees to be bound by and fully perform the Assignor's duties, obligations, and responsibilities under the Contract and to comply with all terms and conditions specified in the Contract and the Contract Documents referenced therein.

3. The Assignee agrees to assume all obligations and liabilities and all claims against the Assignor under the Contract as if the Assignee was the original party to the Contract.

4. The Assignor waives all rights under the Contract as of the effective date of this Agreement.

5. The Parties agree that this Agreement operates as an assignment of the Contract and establishes a contractual relationship between the Assignee and the City.

6. By this Agreement, the Assignee becomes entitled to all rights and interests of the Assignor in the Contract as if the Assignee was the original party to the Contract. Following the effective date of

this Agreement, the term "Contractor" as used in the Contract and its associated Purchase Orders shall refer to the Assignee.

7. To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. Contract No.4136 will now be identified as Contract No.4136A. All other terms of the Contract remain in full force and effect.

8. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective Party to the terms in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

Assignor*; Eli Roberts & Sons*

By: Josh Roberts (Sep 21, 2026 13:51:21 EDT)

VP

(Print or type name and title of signatory)

Assignee: *Davison Fuels & Oil, LLC*

Kenneth W Paul

By: Kenneth W Paul (Sep 22, 2026 10:02:19 CDT)

Kenneth W Paul VP-Corporate Controller

(Print or type name and title of signatory)

CITY OF TALLAHASSEE

By: Veronica McCrackin (Sep 22, 2026 11:38:07 EDT)

Veronica McCrackin
Director—Procurement Services