

Assignment and Assumption Agreement
Contract # 8002404 with Mitchell Sand & Gravel

This Assignment and Assumption Agreement ("Assignment") is made as of this 12 day of March, 2020 (the "Effective Date"), by and among Mitchell Materials, LLC ("Assignee") and Mitchell Sand & Gravel ("Assignor").

RECITALS

WHEREAS, the State of New Hampshire and the Assignor entered into an agreement (the "Agreement") for ASPHALT (PICK UP AND/OR DELIVERD) on June 28, 2019, with Agreement set to expire June 30, 2022; and

WHEREAS, as of the Effective Date, Assignor desires to transfer all of its interest in and to the Agreement to Assignee and Assignee desires to assume all obligations of Assignor under the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Assignment of Agreement

1. As of the Effective Date, all obligations, rights and privileges of Assignor under and by virtue of the Agreement other than obligations or liabilities arising out of any breach or default by Assignor (or any of Assignor's actions or omissions which, with notice or lapse of time or both, would constitute a breach or default thereunder) which occurred prior to the effective date are hereby unconditionally assumed by Assignee.
2. As of the Effective Date, all references to Assignor as used in the Agreement shall refer to Assignee.
3. The State hereby consents to the assignment of the rights and obligations of Assignor under the Agreement to Assignee.
4. Except as modified by this assignment, the Agreement shall remain in force and effect in accordance with its terms.

Mitchell Materials, LLC

By: [Signature]

Alan L. Chicoine
(Print Name)

Title: Duly Authorized

Date: March 12, 2020

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 12 day of March, 2020,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as
Alan L. Chicoine

And acknowledge that he executed this
document indicated above.

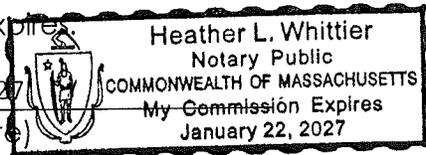
In witness thereof, I hereunto set my hand
and official seal.

[Signature]
(Notary Public/Justice of the Peace)
Heather L. Whittier

My commission expires

January 22, 2027

(Date)



Mitchell Sand & Gravel

By: [Signature]

Robert Mitchell Jr.
(Print Name)

Title: Member

Date: March 12, 2020

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 12 day of March, 2020,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as
Robert Mitchell Jr.

And acknowledge that he executed this
document indicated above.

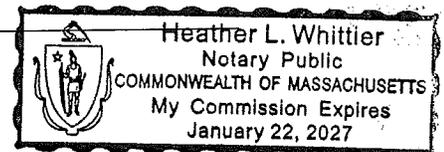
In witness thereof, I hereunto set my hand
and official seal.

[Signature]
(Notary Public/Justice of the Peace)
Heather L. Whittier

My commission expires:

January 22, 2027

(Date)



STATE OF NEW HAMPSHIRE

The State is willing to consent to the assignment of all rights, obligations and liabilities of Assignor
under the Agreement to Assignee as of the Effective Date.

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 05/06/2019

CONTRACT #: Multiple – See Attached

NIGP CODE: 745-0000

CONTRACT FOR: Asphalt (Pick up and/or Delivered)

CONTRACTOR: Multiple – See Attached

VENDOR CODE #: Multiple See Attached

SUBMITTED FOR ACCEPTANCE BY:


PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 5/7/19

RECOMMENDED FOR ACCEPTANCE BY:


PURCHASING MANAGER/ADMINISTRATOR III

DATE 5/9/19

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 5/16/19

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5/16/19