

CONSENT TO ASSIGNMENT

Assignment # 1	Original Contract CMS # 88374	Assignment CMS # 98813
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1) PARTIES

This Consent to Assignment (hereinafter called "Assignment") to the above-referenced Original Contract (hereinafter called the "Master Agreement") between **Renegade Armor, LLC** (hereinafter called "Assignor") and the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office, (hereinafter called the "State") is hereby entered into by and between **Propper International Sales, Inc.** ("Assignee") and the State.

2) EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Assignment shall not be effective or enforceable until it is approved and signed (hereinafter called the "Effective Date") by the Colorado State Controller or designee. The State shall not be liable to pay or reimburse Assignee for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

- A. On March 25, 2016, Assignor and the State entered into the Master Agreement to allow NASPO ValuePoint Participating States to purchase Body Armor Products via a fully executed Participating Addendum.
- B. The Parties to this Assignment desire to replace Assignor under the Master Agreement and substitute Assignee to the extent provided for herein. Assignor and Assignee hereby represent to the State that they are parties to a binding agreement, which assigns all of Assignor rights and obligations under the Master Agreement to Assignee.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Assignment.

5) LIMITS OF EFFECT

This Assignment is incorporated by reference into the Master Agreement, and the Master Agreement and all prior amendments thereto, if any, remain in full force and effect except to the extent specifically modified hereby.

6) EFFECT OF ASSIGNMENT

When this Assignment takes effect, Assignee shall be substituted for Assignor under the Master Agreement, subject to the following provisions:

- a. Assignee shall thereafter perform all obligations under the Master Agreement except to the extent limited by **Attachment A**, if any, (the assignment agreement between Assignor and Assignee), which if attached hereto is incorporated by reference herein. Regarding **Attachment A** (check one):

Attachment A is attached and does exist.

Attachment A is not attached and does not exist.

- b. Assignee shall perform all assigned duties and obligations of Assignor as if it was the original Contractor, the State shall look to Assignee for all such performance, and Assignor shall not be liable for any further performance.
- c. Hereinafter, the term "Contractor" as used in the Master Agreement and any amendment thereto refers to Assignee.

7) START DATE

This Assignment shall not be effective until it is approved and signed by the Colorado State Controller or designee.

8) WAIVER

Assignor hereby waives any and all rights and claims, known or unknown, it may have against the State, effective as of the Effective Date of this Assignment. All payments made by the State after the Effective Date of

this Assignment in the name of or to Assignor shall have the same force and effect as if made to Assignee, and shall constitute a complete discharge of the State's obligations under the Master Agreement to the extent of the amount paid.

9) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Assignment and any of the provisions of the Master Agreement or Attachment A hereto, the provisions hereof shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Master Agreement or any amendment shall always control other provisions in the Master Agreement or any amendments.

10) AVAILABLE FUNDS

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

11) CONSENT TO ASSIGNMENT

The State hereby consents to the assignment of this Master Agreement between Assignor and Assignee, subject to the provisions of this Assignment.

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THE PARTIES HERETO HAVE EXECUTED THIS CONSENT TO ASSIGNMENT

Persons signing for Assignor and Assignee hereby swear and affirm that they are authorized to act on behalf of the Assignor and Assignee, and acknowledge that the State is relying on their representation to that effect.

ASSIGNOR
Renegade Armor, LLC

By: Marcus Treiber, COO

Signature: 

Date: 3/29/17

ASSIGNEE
Propper International Sales, Inc.

By: Kevin Weisbaag, CFO/COO

Signature: 

Date: 3/31/17

By: Alvin "Skip" Church, President

Signature: 

Date: 29 mar 17

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Department of Personnel and Administration
June Taylor, Executive Director

By: 
John Chapman, State Purchasing Manager

Date: 4-26-17

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Consent to Assignment is not valid until signed and dated below by the State Controller or delegate. Assignee is not authorized to begin performance until such time. If Assignee begins performing prior thereto, the State of Colorado is not obligated to pay Assignee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: 

Date: 5/15/17