

Master Agreement Assignment & Assumption Agreement

This Assignment Agreement (“**Assignment Agreement**”) is entered into on May 1, 2025, by and among CORE Construction (“**CORE**”), The Cooperative Council of Governments (“**CCOG**”) and Equalis Group (“**Equalis**”), and PROCEDO (“**PROCEDO**”). CORE, PROCEDO, CCOG, and Equalis are referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. RECITALS

A. WHEREAS, CORE, Equalis, and CCOG are Parties to the Master Agreement, COG-2142A, dated May 1, 2023 (the “**Master Agreement**”);

B. WHEREAS, CORE desires to assign all of its rights and obligations under the Agreement to PROCEDO;

C. WHEREAS, the Agreement requires prior written consent of the Contracting Party for such assignment, and the Assigning Party desires to provide such consent subject to the terms herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 2. TERMS OF ASSIGNMENT

2.1. **Assignment of Duties and Responsibilities.** CORE hereby assigns, transfers, and conveys to PROCEDO all of its rights, obligations, duties, liabilities, and interests under the Master Agreement.

2.2. **Assumption.** PROCEDO hereby accepts the foregoing assignment and assumes and agrees to perform and discharge all obligations, duties, and liabilities of CORE under the Master Agreement from and after the date of this Agreement.

2.3. **Consent.** Pursuant to the Master Agreement, the Parties hereby consent to the assignment described herein, effective as of the date of this Agreement.

2.4. **No Waiver or Modification.** Except as expressly provided in this Agreement, nothing in this Agreement shall be deemed to waive, amend, or modify any terms of the Master Agreement, all of which shall remain in full force and effect.

2.5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

2.6. **Counterparts.** This Agreement may be executed in counterparts and may be delivered electronically or via PDF, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

2.7. **Addresses for Notices.** Written notices for the PROCEDO will be sent to the remittance address provided with the Winning Supplier’s proposal.

a. If to **PROCEDO**:

Company Name PROCEDEO

Attn: Name, Title Brian Johnson, President

Street Address 1 1450 Hughes Road


Street Address 2 Suite 215

City, State Zip Grapevine, TX 76051

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be executed by their duly authorized representatives as of the date first above written.

THE COOPERATIVE COUNCIL OF GOVERNMENTS


Signature: 
Seth Cales (May 14, 2025 14:51 EDT)

Name: Seth Cales

As: CCOG Board President

Date: May 14, 2025

EQUALIS GROUP LLC

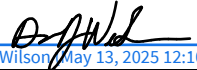
Signature: 
Eric Merkle

Name: Eric Merkle

As: EVP, Procurement & Operations

Date: May 13, 2025

CORE Construction


Signature: 
Dave Wilson (May 13, 2025 12:10 CDT)

Name: Dave Wilson

As: National Director of Job Order Contracting

Date: May 13, 2025

PROCEDEO

Signature: 
Brian Johnson (May 13, 2025 09:34 CDT)

Name: Brian Johnson

As: President

Date: May 13, 2025











Agreement - CCOG & CORE Owner Advocate (Master - Assignment) 2025.05.01

Final Audit Report

2025-05-14


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