

Master Agreement Assignment & Assumption Agreement

This Assignment Agreement (“**Assignment Agreement**”) is entered into on March 1, 2025, by and among DKI Restoration, LLC (“**DKI Restoration**”), The Cooperative Council of Governments (“**CCOG**”) and Equalis Group (“**Equalis**”), and DKI Solutions, LLC (“**DKI Solutions**”). DKI Restoration Name, DKI Solutions, CCOG, and Equalis are referred to individually as a “**Party**” and collectively as the “**Parties**.”

SECTION 1. RECITALS

A. WHEREAS, DKI Restoration, Equalis, and CCOG are Parties to the Master Agreement, COG-2134B, dated September 1, 2022 (the “**Master Agreement**”);

B. WHEREAS, DKI Restoration desires to assign all of its rights and obligations under the Agreement to DKI Solutions in connection with an internal business restructuring;

C. WHEREAS, the Agreement requires prior written consent of the Contracting Party for such assignment, and the Contracting 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. DKI Restoration hereby assigns, transfers, and conveys to DKI Solutions all of its rights, obligations, duties, liabilities, and interests under the Master Agreement.

2.2. Assumption. DKI Solutions hereby accepts the foregoing assignment and assumes and agrees to perform and discharge all obligations, duties, and liabilities of DKI Restoration 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.

[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 11, 2025 09:07 EDT)

Name: Seth Cales

As: CCOG Board President

Date: May 11, 2025

EQUALIS GROUP LLC


Signature: 

Name: Eric Merkle

As: EVP, Procurement & Operations

Date: May 12, 2025

DKI RESTORATION, LLC


Signature: 
Sonia Fuetsch (May 9, 2025 14:04 PDT)

Name: Sonia Fuetsch,

As: National Sales Customer Relationship Management

Date: May 9, 2025

DKI SOLUTIONS, LLC

Signature: 

Name: Katherine Helzer

As: COO & Chief Legal Officer

Date: May 9, 2025











Agreement - DKI & CCOG (Master Assignment to DKI Solutions) - 2025.05.01

Final Audit Report

2025-05-12

Created:	2025-05-09
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMAxGZrNmJclol1FwZ0kROKgbGloaccD

"Agreement - DKI & CCOG (Master Assignment to DKI Solutions) - 2025.05.01" History


-  Document created by David Robbins (drobbins@equalisgroup.org)
2025-05-09 - 8:07:47 PM GMT
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
2025-05-09 - 8:07:52 PM GMT
-  Document emailed to Seth Cales (seth.cales@kenstonapps.org) for signature
2025-05-09 - 8:07:52 PM GMT
-  Document emailed to Sonia Fuetsch (sfuetsch@dkiservices.com) for signature
2025-05-09 - 8:07:52 PM GMT
-  Document emailed to Katherine Helzer (khelzer@dkiservices.com) for signature
2025-05-09 - 8:07:53 PM GMT
-  Email viewed by Katherine Helzer (khelzer@dkiservices.com)
2025-05-09 - 8:58:45 PM GMT
-  Document e-signed by Katherine Helzer (khelzer@dkiservices.com)
Signature Date: 2025-05-09 - 8:59:27 PM GMT - Time Source: server
-  Email viewed by Sonia Fuetsch (sfuetsch@dkiservices.com)
2025-05-09 - 9:01:55 PM GMT
-  Document e-signed by Sonia Fuetsch (sfuetsch@dkiservices.com)
Signature Date: 2025-05-09 - 9:04:36 PM GMT - Time Source: server
-  Email viewed by Seth Cales (seth.cales@kenstonapps.org)
2025-05-11 - 1:06:22 PM GMT

 Document e-signed by Seth Cales (seth.cales@kenstonapps.org)


Signature Date: 2025-05-11 - 1:07:07 PM GMT - Time Source: server

 Email viewed by Eric Merkle (emerkle@equalisgroup.org)

2025-05-12 - 12:28:59 PM GMT

 Document e-signed by Eric Merkle (emerkle@equalisgroup.org)

Signature Date: 2025-05-12 - 12:29:10 PM GMT - Time Source: server

 Agreement completed.

2025-05-12 - 12:29:10 PM GMT