

**CONSENT TO ASSIGNMENT  
of the Master Service Agreement  
for  
Jet-A Aviation Fuel  
RIVERSIDE COUNTY SHERIFF'S OFFICE**

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This Consent to Assignment ("Consent to Assignment") is effective as of October 1, 2024 ("Effective Date"), by and between the County of Riverside, on behalf of its Sheriff's Office ("COUNTY"), and Ascent Aviation Group, Inc. ("new CONTRACTOR") (collectively referred to as the "Parties").

**RECITALS**

WHEREAS, on August 30, 2022, the COUNTY and Epic Aviation, LLC ("original CONTRACTOR") entered into that certain Master Service Agreement for Jet-A Aviation Fuel between County of Riverside and Epic Aviation, LLC ("Agreement"); and

WHEREAS, on July 25, 2024, original CONTRACTOR entering into an asset purchase agreement to assign its rights, title, benefits, interest, duties, and obligations under the Agreement to new CONTRACTOR in that certain Assignment and Assumption Agreement;

WHEREAS, on October 1, 2024, new CONTRACTOR concluded the acquisition of all the issued and outstanding shares of the original CONTRACTOR and request the consent to assign the Agreement to new CONTRACTOR.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following:

1. The above recitals are true and correct and incorporated herein by this reference.
2. New CONTRACTOR warrants that it has full authority to transact business in the State of California.
3. As of the Effective Date, COUNTY consents to assignment of the Agreement by the original CONTRACTOR to the new CONTRACTOR, and the corresponding name for the Agreements shall be changed to "Master Service Agreement for Jet-A Aviation Fuel between County of Riverside and Ascent Aviation Group, Inc."
4. All terms of the Agreement, including all obligations and liabilities, shall remain in place and fully applicable to the new CONTRACTOR. All references in the Agreement to

"CONTRACTOR" shall now be understood to refer to the new CONTRACTOR.

5. This Consent to Assignment shall not operate as a waiver of the prohibition against further assignments without the COUNTY's consent as provided in the Agreement. Any attempt to further assign and /or transfer this Agreement without the consent of COUNTY shall be void.
6. All correspondence and notices related to the Agreement shall be delivered to new CONTRACTOR at the following address:

**Ascent Aviation Group, Inc.**

One Mill Street

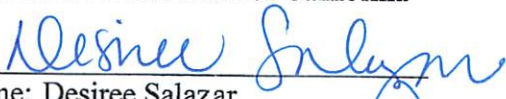
Parish, NY 13131

**Contractual Contact: Dorothy Beck**  
**@ dbeck@wfscorp.com**

[ SIGNATURE PAGE TO FOLLOW ]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this document.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By:   
Name: Desiree Salazar  
Title: Administrative Services Analyst II


Dated: 10/11/2024

**Ascent Aviation Group, Inc.**

By:   
Name: Dorothy Beck  
Title: VP, Customer Experience

Dated: Oct 10, 2024

APPROVED AS TO FORM:  
Minh C. Tran, County Counsel

By:   
Amrit P. Dhillon  
Deputy County Counsel

Dated: 10/11/2024