

**FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SENERGY PETROLEUM, LLC**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of September 5, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Senergy Petroleum, LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. After a competitive procurement process, the State of Arizona, by and through its Department of Transportation (the "State"), entered into Contract No. ADOT12-017277, dated January 31, 2012, as amended by Amendment No. 1 dated October 18, 2012, with Union Distributing Company of Tucson, an Arizona corporation ("UDC"), for UDC to provide bulk fuel (collectively, the "UDC Contract"). The UDC Contract was transitioned to the State Procurement Office in January 2013, and issued Contract No. ADSPO13-037520.

B. UDC merged with Brown Evans Distributing Co. on August 1, 2013, forming Vendor. The UDC Contract was assigned to Vendor effective August 8, 2013, was issued Contract No. ADSPO14-052198 and was subsequently amended by Change Order No. 1, dated November 18, 2013, Change Order No. 2, dated February 13, 2014, Change Order No. 3, dated November 18, 2014, Change Order No. 5, dated June 19, 2015, Change Order No. 6, dated September 23, 2015, Change Order No. 7, dated November 6, 2015, Change Order No. 8, dated September 26, 2016, Change Order No. 9 (undated) and Change Order No. 10 (undated) (collectively, the "State Contract"). A copy of Change Order Nos. 7, 8, 9 and 10 are attached hereto as Exhibit 1 and incorporated herein by reference, to the extent not inconsistent with this Agreement.

C. The Town and the Contractor entered into a Cooperative Purchasing Agreement, dated October 15, 2015 (the "Agreement"), based upon the State Contract, for the Contractor to provide the Town with bulk fuel (the "Materials"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

D. The Town has determined that additional Materials from the Contractor are necessary (the "Additional Materials").

E. The Town and the Contractor desire to enter into this First Amendment to (i) extend the term of the Agreement and (ii) provide for the increase in compensation to the Contractor for the Additional Materials.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until November 30, 2017, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town shall increase the compensation to Contractor by \$15,000.00 for the Additional Materials at the rates set forth in the State Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$112,000.00 to \$127,000.00.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

6. Conflict of Interest. This First Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]



“Contractor”

SENERGY PETROLEUM, LLC,  
an Arizona limited liability company

By: Mark

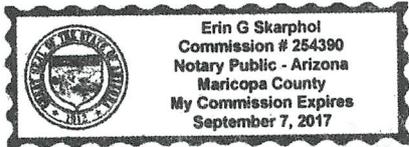
Name: Mark Panzica

Title: Sales Manager

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On August 15, 2017, before me personally appeared Mark Panzica, the Sales Manager of SENERGY PETROLEUM, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the limited liability company.



Erin G. Skarphol  
Notary Public

(Affix notary seal here)

EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SENERGY PETROLEUM, LLC

[State Change Order Nos. 7, 8, 9 and 10]

See following pages.



## Contract Change Order Summary

Contract No.: ADSPO14-052198

Change Order No.: 07

Date: November 6, 2015

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

The above-mentioned contract is hereby amended as follows:

- A. In accordance with Special Terms and Conditions Section 2, Contract Extension, the contract is hereby extended through January 30, 2017.
- B. Special Terms and Conditions Section 4, Eligible Agencies, is hereby modified and shall read as follows;

#### 4. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED  
ACKNOWLEDGEMENT AND AUTHORIZATION**

**This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.**



## Contract Change Order Summary

Contract No.: ADSP014-052198

Change Order No.: 8

Date: September 26, 2016

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

The above-mentioned contract is hereby amended as follows:

- A. In accordance with the Special Terms and Conditions Section 2, Contract Extension, the contract is hereby extended through April 03, 2017.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

### **ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.



# Contract Amendment

Contract No.: ADSP014-052198

Amendment No.: 9

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State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

## Bulk Fuel Contracts Senergy Petroleum LLC

1. The above mentioned contract is hereby amended as follows:
  - a. In accordance with Special Terms and Conditions, Contract Extension, the term of the contract shall be extended through July 30th, 2017.
  - b. All Terms, conditions and provisions of the contract shall remain unchanged and apply during the renewal period unless otherwise amended.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

### **ACKNOWLEDGEMENT AND AUTHORIZATION**

**This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.**

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# Contract Amendment

Contract No.: ADSP014-052198

Amendment No.: 10

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State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTRACTOR: SENERGY PETROLEUM LLC**

**CONTACT: MARK PANZICA**  
**PHONE: 602-272-6795**  
**EMAIL: mpanzica@gosenergy.com**

**STATE AGENCY:**  
AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 402  
Phoenix, AZ 85007

**CONTACT: MACKENZIE HIX**  
**PHONE: 602-542-9126**  
**EMAIL: Mackenzie.Hix@azdoa.gov**

## SENERGY PETROLEUM INC

1. In accordance with Special Term and Condition Paragraph 2, Contract Extension, on Page 1 of 11, the aforementioned contract is hereby extended for an additional period. The term of the extended contract shall be from 07/30/2017 to 11/30/2017.
2. All other terms, conditions and provisions remain unchanged.