



## **ASSIGNMENT AND ASSUMPTION OF AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT (“Assignment”) is entered into as of the 1st day of May 2024 (“Effective Date”) by and among the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 (“CITY”); **QSCEND TECHNOLOGIES, INC.** a foreign profit corporation, whose mailing address is 231 Bank Street, Waterbury CT 06702 (“ASSIGNOR”); and **CATALIS PUBLIC WORKS & CITIZEN ENGAGEMENT, LLC**, a Foreign Limited Liability Company, whose mailing address is 6735 Southpoint Dr. S., Ste. 300, Jacksonville, FL 32216 (“ASSIGNEE”). CITY, ASSIGNOR, and ASSIGNEE may also be referred to herein individually as a “Party” or collectively as the “Parties.”

**WHEREAS**, the CITY and ASSIGNOR entered into Contract No. 20200016 (Attachment 1), dated January 29, 2019, for 3-1-1/Customer Relationship Management Initiative, for the City of Port St. Lucie (“Agreement”); and

**WHEREAS**, ASSIGNOR merged into GovOffice, LLC, effective December 31, 2022, as evidenced in the State of Delaware Certificate of Merger of Domestic Corporation into Domestic Limited Liability Company (Attachment 2). Further, GovOffice, LLC, changed its name to ASSIGNEE, as evidenced on the State of Delaware Certificate of Amendment, dated December 16, 2022, and effective as of January 1, 2023 (Attachment 3); and

**WHEREAS**, the Contribution Agreement (Attachment 4), evidences that the merger between ASSIGNOR into GovOffice, LLC, included that GovOffice, LLC was transferred and accepted equity, interest, and title of ASSIGNOR; and

**WHEREAS**, ASSIGNOR desires to assign all of its rights and interest in the Agreement to ASSIGNEE and ASSIGNEE desires to assume all of ASSIGNOR’s obligations under the Agreement; and

**WHEREAS**, ASSIGNOR and ASSIGNEE agree that it is to their mutual and respective benefit to assign and assume all of the rights and obligations under the subject existing Agreement,

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


1. The above recitals are true and correct and by this reference incorporated herein and made a part hereof.
2. All other terms and conditions of the Agreement between CITY and ASSIGNOR shall remain unchanged and in full force and effect.
3. CITY hereby consents to ASSIGNOR'S assignment of all of ASSIGNOR'S rights and obligations existing under said Agreement to ASSIGNEE.
4. ASSIGNEE has reviewed the terms of the Agreement and ASSIGNEE hereby assumes all rights and obligations under the Agreement and agrees to be bound thereby.
5. ASSIGNEE shall be liable to CITY in any action taken for violation of any condition or covenant contained within the Agreement.
6. ASSIGNEE'S representative, Eric Johnson, by execution of this Agreement, hereby agrees in his capacity as Secretary and Executive Vice President of Government Affairs to act as guarantor for the full and faithful performance by ASSIGNEE of each and every term, condition, and obligation of this Assignment and the Agreement.
7. This Assignment shall not in any way constitute a waiver of any claim or right of CITY under the Agreement.
8. This Assignment shall be governed by and enforced pursuant to the terms of the Agreement including but not limited to, interpretation, choice of law, venue, jurisdiction, and costs of enforcement.

**IN WITNESS WHEREOF**, the Parties are authorized to bind their respective entities and have affixed their hands and seals on the dates entered below.

**[SIGNATURE PAGES FOLLOW]**

**ASSIGNOR:**

ATTEST:

Sign: 

Print: Spenser Nehrt

By: *Eric Arthur Johnson*  
Eric Johnson  
Secretary

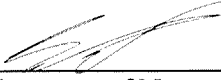
STATE OF New York )  
 ) ss  
COUNTY OF Monroe )

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this 29th day of April 2024, by Eric Johnson, authorized representative. He is personally known to me or produced valid driver's license as identification and did/did not take an oath.

NOTARY PUBLIC:

SPENSER SALTZMAN NEHRT  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01NE6427235  
Qualified in Monroe County  
Commission Expires December 27, 2025

Notarized remotely online using communication technology via Proof.

  
Signature of Notary Public  
Spenser Saltzman Nehrt  
Print Name of Notary Public  
Notary Public, State of New York  
My Commission expires 12/27/2025

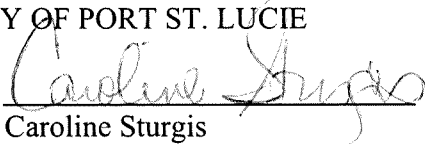


Consent to Assignment and Assumption of Agreement:

**CITY:**

CITY OF PORT ST. LUCIE

By:



Caroline Sturgis  
Director, Office of Management & Budget