

**ASSIGNMENT AND ASSUMPTION
OF AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT ("Assignment") is entered into as of the 26th day of January 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"); **FELIX ASSOCIATES OF FLORIDA, INC.**, a Florida Profit Corporation, whose mailing address 8528 SW Kansas Ave, Stuart, FL 34997 ("ASSIGNOR"); and **FELIX CIVIL CONSTRUCTION, LLC**, a Florida Limited Liability Company, whose mailing address is 8528 SW Kansas Ave, Stuart, FL 34997 ("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. 20220045 (Attachment 1) on August 1, 2022 for the Floresta Drive Improvement Project Phase 2 Services and Products ("Agreement"), Amendment 1 entered into on January 11, 2023 for a decrease in commodities, Amendment 2 entered into on February 15, 2023 for Terms Revision and Amendment 3 entered into on October 30, 2023 for an increase in commodities; and

WHEREAS, ASSIGNOR and ASSIGNEE have entered an Article of Conversation for "Other Business Entity" into Florida Limited Liability Company, dated October 26, 2023, (Attachment 2) which transfers all of ASSIGNOR's right, title, and interest in and to their assets to ASSIGNEE; 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, Vincent J. Amato, by execution of this Agreement, hereby agrees in his capacity as President 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: Aixa Vega
Print: Aixa Vega

By: [Signature]
Benjamin Miller
Vice President

[SEAL]



STATE OF FLORIDA)
) ss
COUNTY OF MARTIN)

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this 15th day of JANUARY 2024, by Benjamin Miller as Vice President of Felix Associates of Florida, Inc. He is personally known to me or produced _____ as identification and did/did not take an oath.

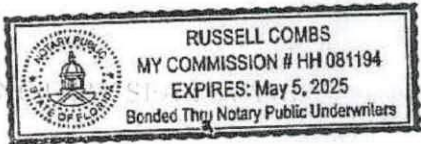
NOTARY PUBLIC:

[Signature]

Signature of Notary Public

RUSSELL COMBS

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 5/5/2025



ASSIGNEE:

ATTEST:

Sign: Aixa Vega

Print: Aixa Vega

By: V. Amato
Vincent J. Amato
President



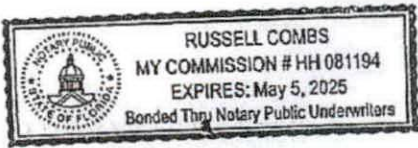
STATE OF FLORIDA)
) ss
COUNTY OF MARTIN)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15th day of January 2024, by Vincent Amato as President of Felix Civil Construction, LLC. He is personally known to me or produced as identification and did/did not take an oath.

NOTARY PUBLIC:

Russell Combs
Signature of Notary Public

RUSSELL COMBS
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 5/5/2025

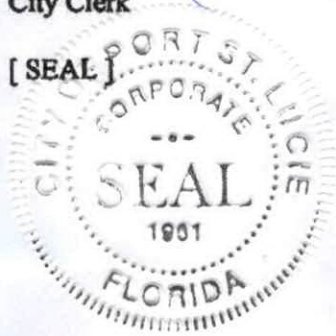


Consent to Assignment and Assumption of Agreement:

ATTEST:




Sally Walsh
City Clerk



CITY:


CITY OF PORT ST. LUCIE

By:


Jesus Merejo
City Manager

Approved as to form and legal
sufficiency:

By:


Richard Berrios
Interim City Attorney