



ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the "Assignment") is made this ____ day of _____, **2022** ("Effective Date"), by and between the **City of Pembroke Pines**, with offices located at **601 City Center Way, Pembroke Pines, FL 33025** (hereinafter "City"), **Florida CDI, LLC d/b/a Christmas Designers**, with a place of business at **3124 NW 16th Terrace, Pompano Beach, FL 33064** (hereinafter "Assignor"), and **Rileighs Outdoor, LLC d/b/a Christmas Designers Florida**, with a current place of business at **1053 N Plymouth Street, Allentown, PA 18109** (hereinafter "Assignee").

WHEREAS, on **November 14, 2017**, the City and Assignor entered into an Agreement to govern the provision of holiday decorations by Assignor, the Agreement is attached hereto and made a part hereof as **Exhibit "A"**; and,

WHEREAS, as of **July 1, 2022**, Assignor merged its operations with that of Assignee, as more particularly described in **Exhibit "B"**, attached hereto and by this reference made a part hereof; and,

WHEREAS, Assignee is willing to assume all obligations, duties, and liabilities of Assignor as set forth in the Agreement; and,

WHEREAS, the City is willing to authorize the assumption of the Agreement by Assignee in accordance with the terms of this Assignment.

NOW, THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein, City, Assignor and Assignee agree and represent as follows.

1. **ASSIGNMENT AND ASSUMPTION.** Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Agreement as of the Effective Date.
2. **ASSUMPTION BY ASSIGNEE.** Assignee accepts the foregoing Assignment from Assignor, and hereby assumes all obligations, covenants, duties, and liabilities of Assignor under the Agreement. Assignee further agrees that it shall perform all of the Assignor's original obligations under the Agreement.
3. **ENFORCEMENT BY CITY.** Assignor, Assignee and City hereby acknowledge and agree that there may be obligations, duties, and liabilities contained in the Agreement that are for the benefit of the City, and the City shall be entitled to enforce such duties, obligations, and liabilities contained in the Agreement against Assignee to the same extent and in the same manner as if Assignee had entered into the Agreement with the City on the Effective Date of the Agreement.
4. **AUTHORIZED SIGNATURE.** The Assignor, Assignee, and City each represent that the undersigned is vested with full authority to execute this Assignment on behalf thereof.



5. **FULL FORCE AND EFFECT.** The Assignor, Assignee, and City agree that the Original Agreement, as amended by the Fifth Amendment, shall remain in full force and effect, except Assignee shall assume all of Assignor's obligations and duties set forth therein.
6. **ELECTRONIC SIGNATURE.** This Assignment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Assignment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, City, Assignor and Assignee have executed this Assignment as of the Effective Date.

City of Pembroke Pines ("City")

Signed By: _____

Name: _____

Title: _____

Date: _____

Florida CDI LLC d/b/a Christmas Designers ("Assignor")

Signed By:  _____
Joe Campbell (Aug 8, 2022 11:13 EDT)

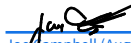
Name: Joe Campbell

Director of Sales

Title: _____

Date: Aug 8, 2022

Rileighs Outdoor, LLC d/b/a Christmas Designers Florida ("Assignee")

Signed By:  _____
Joe Campbell (Aug 8, 2022 11:13 EDT)

Name: Joe Campbell

Title: Director of Sales

Date: Aug 8, 2022