

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into on this ____ day of _____, 2016, by and between Mathews Consulting, Inc., a Florida profit corporation (the "Assignor"), Baxter & Woodman, Inc., a Foreign profit corporation authorized to do business in the State of Florida ("Assignee"), and The City of Pompano Beach, a municipal corporation located in Broward County, Florida (the "City").

WHEREAS, the CITY issued Request for Letter of Interest No. E-31-15 (the "RLI") to provide civil engineering services for various City projects (the "Services"); and

WHEREAS, Assignor submitted a Proposal in response to the aforesaid RLI which was subsequently deemed to be the highest ranked response; and

WHEREAS, the City and Assignor thereafter entered into an Agreement for Civil Engineering Services for various City Projects dated November 2, 2015 (the "Consultant Agreement"); and

WHEREAS, pursuant to Section 12 of the Consultant Agreement, Assignor desires to assign the Consultant Agreement to Assignee, which has the identical ownership, expertise and experience as Assignor with respect to the Services as a result of a recent Asset Purchase Agreement dated July 25, 2016 between the parties.

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

AGREEMENT

1. Assignment of Consultant Agreement. Assignor does hereby sell, transfer and assign unto Assignee, its successors and assigns, the Consultant Agreement and all of its books and records related thereto, in each case free and clear of any and all liens and encumbrances whatsoever. Subject to the other provisions of this Assignment, Assignee hereby purchases, assumes and accepts the Consultant Agreement and all obligations arising thereunder from and after the date hereof.

2. Assumption of Obligations. From and after the date hereof, Assignee assumes and agrees to abide by, pay, discharge and perform all obligations and liabilities when due and otherwise in accordance with their respective terms under the Consultant Agreement.

3. Binding Effect. This Assignment and the covenants, conditions and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be construed and interpreted in accordance with the laws of the State of Florida without regard to conflicts of law principles thereunder, and shall not be strictly construed for or against either party hereto. Headings are inserted herein for convenience only and shall not limit the content of any paragraph hereof.

4. Modifications. Any modification or waiver of any provision of this Assignment must be in writing signed by the party or parties against which enforcement of the modification or waiver is sought.

5. Notices. Assignee shall promptly notify the City as to any changes to the name and address for notices pursuant to Article 26 of the Consultant Agreement.

6. Counterparts. This Agreement may be executed in counterparts and each such counterpart when taken together with all other counterparts, shall be deemed one and the same original document. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery of this Agreement.

7. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflict of law principles thereunder.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement as of the day and year first above written.

"ASSIGNOR":

Witnesses:

Rick Chipman
Rick Chipman
Print Name

David Rham
DAVID RHAM
Print Name

MATHEWS CONSULTING, INC.

By: Rene L. Mathews
Typed or Printed Name

Title: Pres.

STATE OF FLORIDA
COUNTY OF BROWARD Palm Beach

The foregoing instrument was acknowledged before me this 28 day of October, 2016, by Rene L. Mathews as President of Mathews Consulting, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced — (type of identification) as identification.

NOTARY'S SEAL:



Courtney Marshall
NOTARY PUBLIC, STATE OF FLORIDA
Courtney Marshall
(Name of Acknowledger Typed, Printed or Stamped)
FF 981674
Commission Number

"ASSIGNEE":

Witnesses:

BAXTER & WOODMAN, INC.

Jason Dobrincat
JASON DOBRINCAT
Print Name

Courtney Marshall
Courtney Marshall
Print Name

By: *John V. Ambrose*

John V. Ambrose, PE
Typed or Printed Name

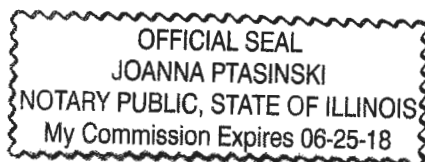
Title: President/CEO

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF ~~BROWARD~~ McHenry

The foregoing instrument was acknowledged before me this 28 day of October, 2016, by John V. Ambrose as President/CEO of Baxter & Woodman, Inc., a Foreign profit corporation. He/she is personally known to me ~~or who has produced~~ N/A (type of identification) as identification.

NOTARY'S SEAL:

Joanna Ptasinski
NOTARY PUBLIC, STATE OF ILLINOIS



Joanna Ptasinski
(Name of Acknowledger Typed, Printed or Stamped)

803902
Commission Number

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number