

ASSIGNMENT OF AMPHITHEATER RENOVATIONS AGREEMENT

THIS ASSIGNMENT OF AMPHITHEATER RENOVATIONS AGREEMENT (the "Assignment") is made this 2 day of July, 2019, by and between BIG SPAN STRUCTURES, LLC, a Florida limited liability company, with offices at 1566 N. Meadowcrest Blvd., Crystal River, Florida 34429 (hereinafter the "Assignor"), and RECREATIONAL DESIGN & CONSTRUCTION, INC., a Florida corporation, with offices at 3990 N. Powerline Road, Oakland Park, Florida 33309 (hereinafter the "Assignee").

RECITALS:

Assignor is the Contractor under that certain Turnkey Agreement by and between Assignor and the City of Pompano Beach, dated March 27, 2019, ("Agreement), which provides for the design, construction and installation of improvements to the City's Amphitheater. The Agreement is attached and incorporated as Exhibit "A"; and

Assignor and Assignee have entered into a certain agreement for the assignment, transfer, and conveyance of the Assignor's Agreement, defined above, to the Assignee pending approval and consent from the City of Pompano Beach;

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. The foregoing recitals are true and correct.
2. Assignor grants, transfers, assigns, delivers and conveys to Assignee all of the right, title and interest of Assignor in and to the Agreement, including any amendments, addenda and modifications of same, if any, together with any and all extensions and renewals.

3. Assignee assumes all obligations of Assignor, as Contractor, under the Agreement on and after the date of this Assignment. Assignee accepts the assignment of the Agreement and shall undertake and abide by the Agreement according to the terms and conditions. Assignee agrees to indemnify, defend and hold Assignor harmless for, from and against any and all claims, liabilities, losses, or obligations pertaining to the Agreement from and after the Closing date. Assignor agrees to indemnify, defend and hold Assignee harmless for, from and against any and all claims, liabilities, losses, or obligations pertaining to the Agreement prior to the Closing date.

4. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. The words, "Assignor," "Assignee" and "Contractor," wherever used, shall include the persons or entities named and designated as such in this Assignment, including their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

5. This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida, without giving effect to principals of conflict of laws, except as specifically preempted by federal law.

6. This Assignment of the Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the day and year first above written.

"ASSIGNOR":

Witnesses:

[Signature]

Terrence Nee
(Print Name)

Jaime D. Daigneau

Jaime D. Daigneau
(Print Name)

BIG SPAN STRUCTURES, LLC
a Florida limited liability company

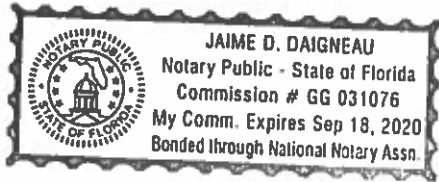
By: [Signature]
Timothy Nee, Managing Member

By: [Signature]
German Buitrago, Managing Member

STATE OF FLORIDA
COUNTY OF Citrus }

The foregoing instrument was acknowledged before me this 26 day of June, 2019, by Timothy Nee and German Buitrago, Managing Members of BIG SPAN STRUCTURES, LLC, a Florida limited liability company, on behalf of the company. Each are personally known to me or who have produced Florida drivers license (type of identification) as identification.

NOTARY SEAL:



Jaime D. Daigneau
NOTARY PUBLIC, STATE OF FLORIDA

Jaime D. Daigneau
(Name of Acknowledger Typed, Printed or Stamped)

GG 031076
Commission Number

[Handwritten mark]

"ASSIGNEE":

Witnesses:

Alicia Daniels

Alicia Daniels
(Print Name)

[Signature]

Mayra Tellez
(Print Name)

RECREATIONAL DESIGN & CONSTRUCTION, INC.
a Florida corporation

By: *[Signature]*
Joseph Cerrone III, President

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 2 day of July, 2019, by Joseph Cerrone III, President of RECREATIONAL DESIGN & CONSTRUCTION, INC., on behalf of the company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Scott Greiner
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

[Handwritten mark]

APPROVAL AND CONSENT

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, 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 instrument was acknowledged before me this _____ day of _____, 2019 by REX HARDIN as Mayor, GREGORY P. HARRISON 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 SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

JES:jmz
6/25/19
l:/agr/CIP/2019-940

