

FIRST AMENDMENT

This Amendment made and entered into this 25 day of April, 2017, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and The Heimburg Group, Inc. ("HEIMBURG"), hereinafter referred to as "Consultant," (collectively, "Parties", or individually, "Party").

WITNESSETH:

WHEREAS, the County and the Consultant entered into an agreement on February 9, 2016, pursuant to Pinellas County Contract No. 145-0342-CN (hereinafter "Agreement") in which the Consultant agreed to provide Roadways, Drainage, Structural, Civil and Traffic Engineering Services for County; and

WHEREAS, Section 25 of the Agreement permits modification by mutual written agreement of the Parties; and

WHEREAS, HEIMBURG has entered into a contract ("Contract"), attached titled "Assignment and Assumption Agreement", to sell its business to Hardesty & Hanover, LLC ("HARDESTY"). As a result of said Contract, HEIMBURG has agreed to convey, sell, transfer, assign and deliver all of its assets, properties and rights to HARDESTY and HARDESTY assumes and agrees to pay, discharge and perform when due all of HEIMBURG's liabilities and obligations arising out of and/or related to the Agreement between HEIMBURG and the County. The Parties wish to modify the Agreement in order to provide for a name change and assignment, at the same prices, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Consultant's name in the Agreement, and all references thereto, are hereby amended from "The Heimburg Group, Inc." to "Hardesty and Hanover, LLC"
2. *The County hereby consents to the assignment from HEIMBURG to HARDESTY.*
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator



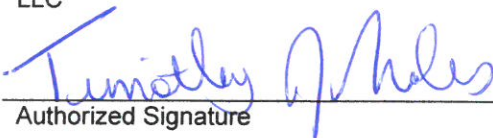
Mark Woodard, County Administrator

APPROVED AS TO FORM

By: 

Office of the County Attorney

CONSULTANT: HARDESTY & HANOVER,
LLC



Authorized Signature



Printed Authorized Signature



Title Authorized Signature

EXECUTION VERSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assumption Agreement") is dated as of January 30, 2016 by and between THE HEIMBURG GROUP, INC., a Florida corporation (the "Seller"), and HARDESTY & HANOVER, LLC, a Delaware limited liability company (the "Purchaser").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated and effective as of 12:01 AM ET on January 30, 2016 (the "Purchase Agreement") by and between Seller and Purchaser, Seller agreed to convey, sell, transfer, assign and deliver to Purchaser, and Purchaser agreed to purchase and acquire from Seller, all right, title and interest in and to substantially all of Seller's assets, properties and rights used and useable in the Business (as defined in the Purchase Agreement), all as more particularly described therein.

B. The closing of the transactions contemplated by the Purchase Agreement is occurring concurrently herewith.

C. In connection therewith, and as contemplated by the Purchase Agreement, the parties have agreed to execute and deliver this Assumption Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Capitalized terms used in this Assumption Agreement and not otherwise defined shall have the meanings given to such terms in the Purchase Agreement.

2. Purchaser hereby accepts delivery of the Acquired Assets, including without limitation, the Assumed Contracts, and hereby assumes and agrees to be bound by and to pay, perform and discharge the Assumed Liabilities in accordance with their respective terms.

3. This Assumption Agreement is intended to effectuate the provisions of the Purchase Agreement, and is subject in all respects to the terms, conditions and provisions set forth in the Purchase Agreement.

4. This Assumption Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective successors and assigns.

5. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Florida.


6. From time to time, as and when requested by any party hereto, each other party shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as the requesting party may reasonably deem necessary or desirable to carry out the intent and purposes of this Assumption Agreement, to transfer, assign and deliver the Acquired Assets to Purchaser and its respective successors and assigns, and to consummate and give effect to the transactions contemplated by the Purchase Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be duly executed by their duly authorized representatives as of the day and year first above written.

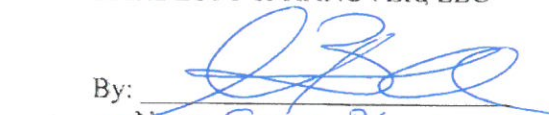
SELLER:

THE HEIMBURG GROUP, INC.

By: 
Name: *Lisa Heimburg*
Title: *President*

PURCHASER:

HARDESTY & HANOVER, LLC

By: 
Name: *Sean Bluni*
Title: *CEO*