

NOVATION AGREEMENT BETWEEN

**THE CITY OF DORAL
AND
RILEIGHS OUTDOOR DECOR, LLC
AND
FLORIDA CDI, LLC.**

This Agreement is entered into as of September 1, 2022, by **Rileighs Outdoor Decor, LLC.**, a Delaware limited liability company, with its principal office in 1053 N. Plymouth St. Allentown PA 18109 (hereinafter referred to as the “Rileighs”); **Florida CDI, LLC**, a Florida limited liability company (hereinafter referred to as the “CDI”); and the and the **City of Doral, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

A. The Parties Agree to the Following Facts:

1. On January 12, 2022, CDI and the City entered into a Storage & Service Agreement marked “Exhibit A” to this Agreement and herein incorporated by reference.
2. On July 1, 2022 CDI was purchased by Rileighs. Rileighs, by virtue of the above purchase and sale has acquired all assets of CDI.
3. Rileighs has assumed all obligations and liabilities of CDI under the Agreement by virtue of the above sale.
4. Rileighs is in a position to fully perform all obligations that may exist under the Agreement.
5. It is consistent with the City’s interest to recognize Rileighs as the successor party to the Agreement.
6. Evidence of the above sale has been filed with the City.

B. In Consideration of These Facts, the Parties Agree that by this Agreement:

1. CDI confirms the sale to the Rileighs and waives any claims and rights against the City that it now has or may have in the future in connection with the Agreement.
2. Rileighs agrees to be bound by and to perform the services contemplated under the Agreement in accordance with the conditions contained in the Agreement. Rileighs also

assumes all obligations and liabilities of, and all claims against, CDI under the Agreement as if the Rileighs were the original party to the Agreement.

3. Rileighs ratifies all previous actions taken by the CDI with respect to the Agreement, with the same force and effect as if the action had been taken by Rileighs.
4. The City recognizes Rileighs as CDI's successor in interest in and to the Agreement. Rileighs by this Agreement becomes entitled to all rights, titles, and interests of CDI in and to the Agreement as if the Rileighs were the original party to the Agreement. Following the effective date of this Agreement, the term "Provider," as used in the Agreement, shall refer to the Rileighs.
5. Except as expressly provided in this agreement, nothing in it shall be construed as a waiver of any rights of the City against CDI.
6. All payments and reimbursements previously made by the City to CDI, and all other previous actions taken by the City under the Agreement, shall be considered to have discharged those parts of the City's obligations under the Agreement. All payments and reimbursements made by the City after the date of this Agreement in the name of or to CDI shall have the same force and effect as if made to the Rileighs, and shall constitute a complete discharge of the City's obligations under the Agreement, to the extent of the amounts paid or reimbursed.
7. CDI and Rileighs agree that the City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement.
8. The Agreement shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL



Connie Diaz, City Clerk

By: 

Hernan Organvidez, City Manager

Date: 9/1/2022

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

RILEIGHS OUTDOOR DECOR, LLC

By: 

Its: Jorgen Tenor - Office Manager
Date: 8/31/2022

FLORIDA CDI, LLC.

By: 

Its: Jorgen Tenor - Office Manager
Date: 8/31/2022

Exhibit A

STORAGE & SERVICE AGREEMENT

This Agreement is entered into this 12 day of January 2022 ("Effective Date") by and between Florida CDI, LLC, a Florida Corporation with offices at 3124 NW 16 TERRACE POMPANO BCH., FL 33064 ("Florida CDI, LLC") and the City of Doral, a municipal corporation ("CITY"),

WHEREAS The City is the owner of a 30' Majestic Mountain Pine Tree (the "Tree") which it uses during the Christmas season as part of its holiday display.

WHEREAS the City desires to retain Florida CDI, LLC to remove the Tree from the site and transport the Tree to the location where it will be stored until a future date provided by the city in writing and deliver the Tree to allow for installation of the Tree for the 2022 Holiday Season.

NOW THEREFORE, in consideration of the mutual undertakings Florida CDI, LLC and the City agree as follows:

1. RECITALS. The recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.

2. TRANSPORTATION. Florida CDI, LLC shall disassemble, pack, handle, and transport the Tree, accessories, and decorations from its current location in Downtown Doral to its storage facility located at 3124 NW 16th Terrace, Pompano Beach, Florida and return the Tree to the same site to allow for installation of the Tree for the 2022 Holiday Season.

3. STORAGE TERM. The storage term expires on December 1, 2022, unless otherwise agreed upon in writing by the parties.

4. COMPENSATION. In consideration for the services provided by Florida CDI, LLC under this Agreement, including, deinstallation, transportation and storage of the Tree, the City shall pay Florida CDI, LLC Three Thousand Three Hundred Dollars (\$3,300) as reflected in the Revised Tree Storage Quote attached and incorporated as Exhibit "A".

5. CONDITION OF STORAGE SPACE. The space where the Tree stored will be climate-controlled and suitable for the storage of the Tree to minimize the potential for damage. Florida CDI, LLC shall entirely and solely be responsible for any damage to the Tree and missing ornaments. In the event the Tree is damaged while in Christmas Designer's possession, Florida CDI, LLC shall repair or replace or make adequate provision for the repair or replacement of the Tree. A picture of the Tree in its current condition is attached and incorporated as Exhibit "B".

6. INSURANCE. During the Term of this Agreement, Florida CDI, LLC, shall maintain insurance coverage in the following amounts:

General Commercial Liability: \$1,000,000 per occurrence/ \$3,000,000 in the aggregate

7. NOTICE. All notices required by and pertaining to this Agreement, or any communications required by or pertaining to this Agreement shall be made in writing by certified mail or overnight

courier service to:

For the City: Hernan Organvidez
Interim City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo ESQ.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For Florida CDI, LLC: Joe Campbell
Director of Sales
3124 NW 16th Terrace
Pompano Beach FL 33064

8. INDEPENDENT CONTRACTOR. Florida CDI, LLC is an independent contractor. The Parties agree that this Agreement in no way creates an employer/employee relationship between Florida CDI, LLC and the City. This Agreement in no way creates any joint venture, partnership, or profit-sharing relationship between Florida CDI, LLC and the City. All compensation paid is strictly for the services rendered.

9. SEVERABILITY OF PROVISIONS: In the event any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or as the result of the adoption of an ordinance, statute or regulation, that holding or adoption will not affect the validity and enforceability of the remainder of this Agreement, which will remain in full force and effect in accordance with its terms.

10. AMENDMENT. Both Parties must consent to any change to this Agreement in writing before it is to become effective.

11. CHOICE OF LAW; VENUE. The Parties agree that this Agreement shall be deemed to have been entered into in and shall be governed by and construed in accordance with the laws of the State of Florida. The Federal and State Courts of the State of Florida located in Miami-Dade County shall have exclusive jurisdiction over any disputes arising under this Agreement.

12. WAIVER. Any failure by either party to enforce any breach or default under this Agreement shall not be deemed as a waiver of any prior or any subsequent default or breach of the same or other provisions of this Agreement.

13. MERGER. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.

14. FORCE MAJEURE. No delay or failure of a party to perform any obligations under this Agreement shall be considered a breach of this Agreement, if such delay or failure results from any cause beyond the control of the that party, including, without limitation, any act of God, fire, strike, lockout, labor dispute, public emergency, insurrection riot, act of terrorism, war, transportation shortage, actions of governmental authority, civil disturbance, embargoes, epidemic (including the current COVID-19 pandemic), natural catastrophe, or natural disaster, including, without limitations, hurricanes, earthquakes, tornado, and floods.

15. ASSIGNMENT. Neither party may assign this Agreement without the written consent of the other party.

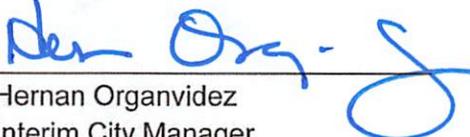
16. ATTORNEY'S FEES AND COSTS. In the event a dispute relating to this Agreement arises, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs (at the pre-trial, trial, and appellate levels) from the other party.

17. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. To the extent permissible under Florida law, a facsimile/electronic (e.g. sent as a PDF attached to an email) signature shall be deemed to constitute an original signature for the purposes of this Agreement.

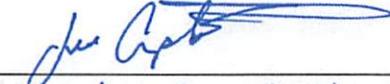
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

CITY OF DORAL, FLORIDA

Florida CDI, LLC Inc.

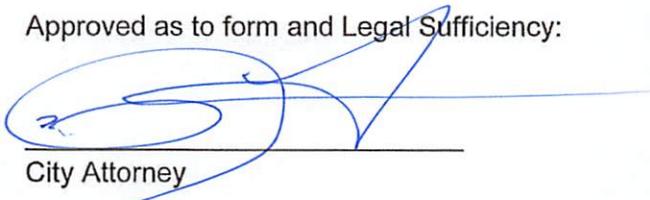


Hernan Organvidez
Interim City Manager



Name: Joe Campbell
Title: Director of Sales

Approved as to form and Legal Sufficiency:



City Attorney

Exhibit A

Exhibit B



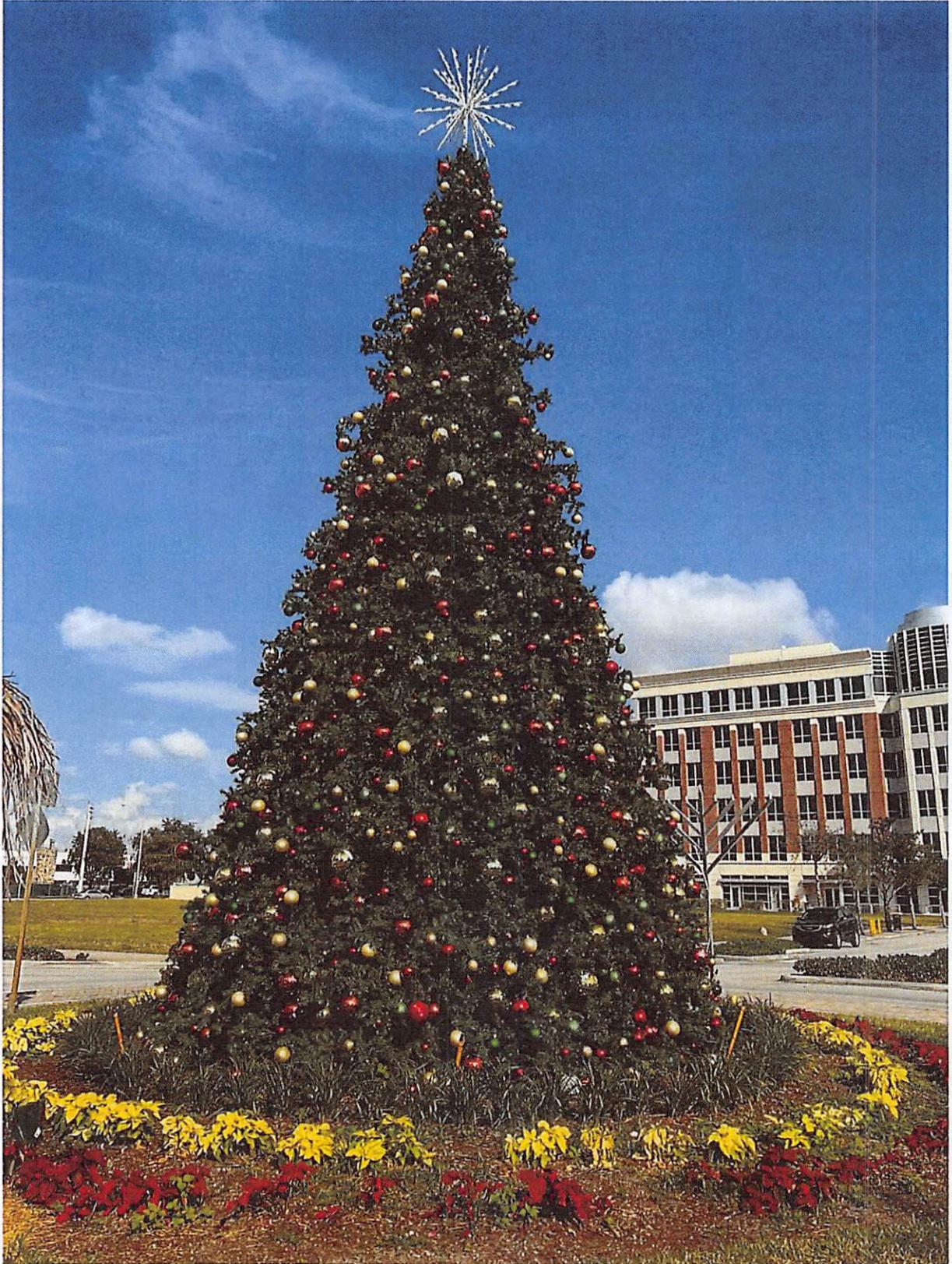






Exhibit B

Barley Snyder

ATTORNEYS AT LAW

213 MARKET STREET, 12TH FLOOR
HARRISBURG, PA 17101
TEL (717) 231-6603 FAX (717) 344-5373
WWW.BARLEY.COM

Abby Tucker, Esquire
Direct Dial Number: (717) 399-1530
E-mail: atucker@barley.com

To Whom It May Concern:

As of July 1, 2022, Rileighs Outdoor, LLC and Florida CDI, LLC entered into an asset sale through which Rileighs Outdoor, LLC purchased all of the assets of Florida CDI, LLC. Following this transaction, the two companies have merged their operations, with Rileighs assuming all of the business and continuing all of the activities of Florida CDI. Enclosed herein you will find a copy of the Bill of Sale, Assignment and Assumption Agreement whereby Rileighs Outdoor, LLC assumed all of the assets and liabilities of Florida CDI.

Should you need any further information regarding this matter, please contact me.

Very truly yours,



Abby Tucker

ALT:

Enclosure

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (the “**Agreement**”) is dated as of July 1, 2022 (the “**Effective Date**”), by and between **FLORIDA CDI, LLC**, a Florida limited liability company (the “**Seller**”), **LEONARD SCHULZ**, an adult individual, and **KEVIN LONG**, an adult individual (collectively the “**Seller’s Principals**”) and **RILEIGHS OUTDOOR, LLC**, a Delaware limited liability company (“**Purchaser**”).

RECITALS:

WHEREAS, Purchaser has entered into an Asset Purchase Agreement with Seller and Seller’s Principals of even date herewith (the “**Purchase Agreement**”), pursuant to which Purchaser is purchasing the Purchased Assets (as defined in the Purchase Agreement) from Seller;

WHEREAS, the Purchased Assets expressly includes the vehicles set forth on Exhibit A attached hereto;

WHEREAS, Purchaser has agreed to acquire from Seller, and Seller has agreed to bargain, sell, assign, transfer and convey to Purchaser, all of Seller’s right, title and interest in and to the Purchased Assets; and

WHEREAS, the parties hereto desire to carry out such transactions by this Agreement and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Bill of Sale and Assignment. As of the Effective Date, Seller hereby sells, assigns, transfers and conveys to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller the Purchased Assets, free and clear of any and all claims, liens, pledges, options, liabilities, charges, security interests, mortgages, claims, encumbrances or rights of any third party of any nature whatsoever, including, without limitation:
 - a. The Equipment and Inventory of Seller;
 - b. All of Seller’s rights, title and interest in and to the Owned Intellectual Property;
 - c. All rights of the Seller under the Assumed Contracts;
 - d. all Permits which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, to the extent transferable;
 - e. Seller’s customer, competitor and vendor data, customer lists, sales and marketing information, productivity, pricing, supplier data, vendor agreements, and associated files to the extent relating solely to the Business;

- f. The Prepaid Expenses;
- g. To the extent transferable, all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;
- h. the Business' goodwill and all technology, and other intangible assets related solely to the Business; and
- i. the books and records of Seller, or copies thereof in hard copy or in electronic form, to the extent related solely to the Business.

TO HAVE AND TO HOLD all of the Purchased Assets unto the Purchaser, its successors and assigns, for its own use and behalf forever.

Seller hereby transfers irrevocably its absolute right, title and interest in and to the Purchased Assets to the Purchaser.

- 2. Assumption of Liabilities. Purchaser hereby assumes, and agrees to timely pay, perform and discharge the liabilities associated with the Assumed Liabilities arising from and after the date hereof.
- 3. Further Assurances. From time to time after the date hereof, at the request of Purchaser, and without further consideration from Purchaser, Seller hereby agrees to execute and deliver such other instruments of conveyance and transfer and to take such other action as Purchaser may reasonably require to more effectively convey, transfer to and vest in Purchaser all of the Assets.
- 4. Miscellaneous.
 - a. Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.
 - b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
 - c. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.
 - d. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania to the full extent permitted by applicable law, without giving effect to the conflicts of law principles thereof.
 - e. The use of any singular term shall include the plural and vice versa.
 - f. Nothing contained herein is intended to enlarge or diminish the covenants, representations and warranties regarding the Purchased Assets contained in the

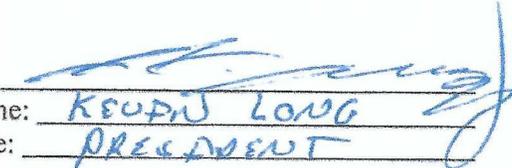
Purchase Agreement, which representations and warranties shall survive the execution and delivery of this Agreement as set forth in the Purchase Agreement. In the event of any conflict between any provision of the Purchase Agreement and any provision of this Agreement, the provision in the Purchase Agreement shall control.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal as of the day and year first set forth above.

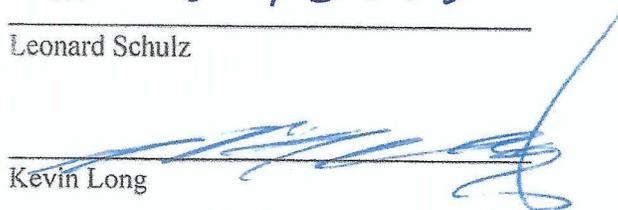
SELLER:

FLORIDA CDI, LLC, by its sole member, CDI ENTERPRISES, LLC

By: 
Name: KEVIN LONG
Title: PRESIDENT

INDIVIDUAL MEMBERS:


Leonard Schulz


Kevin Long

PURCHASER:

RILEIGHS OUTDOOR, LLC

By: _____
Name: Carter Cheskey
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal as of the day and year first set forth above.

SELLER:

FLORIDA CDI, LLC, by its sole member, CDI ENTERPRISES, LLC

By: _____
Name: _____
Title: _____

INDIVIDUAL MEMBERS:

Leonard Schulz

Kevin Long

PURCHASER:

RILEIGHS OUTDOOR, LLC

By: Carter Cheskey
Name: Carter Cheskey
Title: Manager

EXHIBIT A

Vehicle Year, Make & Model	Vehicle Type	VIN#	Mileage	Purchase Price
REDACTED				