

## **Assignment and Assumption Agreement**

This **Assignment and Assumption Agreement** ("Agreement") is made and entered into as of **October, 13, 2025** ("Effective Date") by and among **Aldea Services Inc. (as successor to Aldea Services LLC)** ("Aldea"), **Aldea Design Services, LLC**, an LJB Engineering Company ("LJB"), and **The City of Columbus, Ohio** ("Company") (each a "Party" and collectively, the "Parties").

**A.** Aldea and Company entered into that certain **Agreement**, dated as of **February 9, 2017** ("Contract").

**B.** LJB acquired Aldea, and LJB is now the successor in interest of Aldea.

**C.** Aldea wishes to assign all of its rights and obligations under the Contract to LJB, and LJB wishes to assume all of the rights and obligations of Aldea under the Contract.

**D.** Company agrees to such assignment and assumption of the Contract.

**Now, Therefore**, in consideration of the foregoing recitals and the terms and conditions set forth below, the Parties agree as follows:

- 1. Assignment of Rights and Obligations.** Aldea hereby assigns its right, title, and interest under the Contract, and delegates its obligations, responsibilities, and duties under the Contract to LJB.
- 2. Assumption of Rights and Obligations.** LJB hereby accepts the assignment of Aldea's right, title and interest under the Contract, and assumes Aldea's obligations, responsibilities, and duties under the Contract. LJB shall perform all the obligations of Aldea now and hereafter owing to Company pursuant to the Contract. All of the covenants, agreements, and provisions referring to Aldea in the Contract shall be applicable to LJB as of the Effective Date.
- 3. Consent to Assignment and Assumption.** Company consents to Aldea's assignment and delegation of its interest in the Contract to LJB and waives any right to declare a default in the Contract by such assignment, but only for purposes of such specific assignment.
- 4. Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws set forth in the Contract.
- 6. Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent possible, reflects the Parties' original intention.

- 7. Amendment.** This Agreement may not be amended or modified except by an agreement in writing executed by all Parties.
- 8. Counterparts.** This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement. Any electronic transmission of any signature shall be deemed an original and shall be binding on the Parties.
- 9. Recitals.** The recitals and prefatory phrases and paragraphs set forth above are hereby incorporated in full and made a part of this Agreement.
- 10. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties concerning the subject matter contained herein and merges all prior discussions between Aldea, LJB, and Company relating thereto, whether written or oral.

The Parties entered into this Agreement as of the Effective Date.

**Aldea Services Inc. (as successor to Aldea Services LLC)**

**Aldea Design Services, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Columbus, Ohio**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_