

## **ASSIGNMENT AND MODIFICATION AGREEMENT**

**THIS ASSIGNMENT AND MODIFICATION AGREEMENT**, made and entered into this 23 day of February, 2021, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **VIERA COMPLEX FOOD SERVICES, INC., dba COMPLEX CAFÉ** (hereinafter "**Assignor**"), and **POWERS 1022, INC., dba as COMPLEX CAFÉ** (hereinafter "**Assignee**"), a Florida Corporation whose address is 422 Eldron Boulevard NE, Palm Bay, FL 32907 .

### **WITNESSETH:**

**WHEREAS**, the County and Logan Ventures dba MASH Hoagies have previously entered into an Agreement on May 4, 2004, a copy of which is attached hereto and incorporated herein as Exhibit A, and made part of hereof by this reference; and

**WHEREAS**, with the County's consent, Logan Ventures dba MASH Hoagies assigned its rights and interest under the Agreement to Viera Complex Food Services, Inc., on September 25, 2007, through an Assignment of Modification Agreement, a copy of which is attached hereto and incorporated herein as Exhibit B, and made part of hereof by this reference; and

**WHEREAS**, the Agreement dated September 25, 2007, was amended on October 12, 2010, a copy of which is attached hereto and incorporated herein as Exhibit C, and made part of hereof by this reference; and

**WHEREAS**, the Agreement dated October 12, 2010 was amended on October 18, 2011, a copy of which is attached hereto and incorporated herein as Exhibit D, and made part of hereof by this reference; and

**WHEREAS**, the Agreement dated October 18, 2011, was amended on February 21, 2012, a copy of which is attached hereto and incorporated herein as Exhibit E, and made part of hereof by this reference; and

**WHEREAS**, the agreement dated February 21, 2012 was amended on October 20, 2015, a copy of which is attached hereto and incorporated herein as Exhibit F, and made part of hereof by this reference; and

**WHEREAS**, Assignor, Viera Complex Food Services, Inc. agrees to assign the Lease to Assignee, POWERS 1022, INC., dba Complex Café, with the same terms and conditions.

**NOW, THEREFORE**, in consideration of the covenants and premises contained herein, the County, Assignor, and Assignee agree as follows:

**SECTION 1. Term.** The assignment of the lease will begin on February 24, 2021. The term of the Agreement and Amendments, as approved by the Board of County Commissioners on October 20, 2015, shall terminate on September 30, 2027.

**SECTION 2. Assignment and Assumption.** Assignor hereby assigns to Assignee all of Assignor's rights and interest under the Agreement to Assignee that arise from and after the Effective Date. Further, Assignor hereby delegates to Assignee all of Assignor's duties and obligations under the Agreement that arise from and after the Effective Date. Assignee hereby accepts the above-referenced assignment of rights and delegation of duties and obligations of Assignor under the Agreement and assumes all of the rights, duties, and obligations of Assignor under the Agreement that arise from and after the Effective Date. By its joinder in the execution of this Assignment, the County hereby consents to such assignment and delegation by Assignor to Assignee.

**SECTION 3.** The parties agree to a forbearance of rental payment until June 30, 2021. On July 1, 2021 the rental payments will begin in accordance with the amendment dated October 20, 2015.

**SECTION 4.** All other terms and provisions of the Agreement dated May 4, 2004, as amended by the Assignment and Modification Agreement dated September 25, 2007, and further amended on October 12, 2010, October 18, 2011, February 1, 2012, and October 20, 2015, which are not inconsistent with the terms and provisions of this Assignment and Modification Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
As approved by the Board on 02/23/2021

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Rachel Sadoff, Clerk of the Court

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Rita Pritchett, Chair

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Paul Novick  
Viera Complex Food Services, Inc.

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Steve Powers  
POWERS 1022, Inc.