

NOVATION AGREEMENT

This Agreement is entered into as of January 20, 2026 by Highway Safety Devices, LLC duly organized and existing under the laws of the State of Florida, with its principal office in Tampa, FL (hereinafter referred to as the "Transferor"); Traffic Management Solutions, LLC, a corporation duly organized and existing under the laws of the State of Florida, with its principal office in West Palm Beach, Florida (hereinafter referred to as the "Transferee"); and the Hernando County Board of County Commissioners (hereinafter referred to as the "County").

A. THE PARTIES AGREE TO THE FOLLOWING FACTS:

- 1 The County has entered into certain contracts and purchase orders with the Transferor, all as set forth in the attached list marked "Exhibit A" to this Agreement and herein incorporated by reference. The term "Contract" as used in this Agreement, means the above contract and purchase orders listed in Exhibit A, and all other contracts and purchase orders, including all modifications made between the County and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the County or the Transferor has any remaining rights, duties, or obligations under this Contract and purchase orders). Included in the term "Contract" are also all modifications made under the terms and conditions of this Contract and purchase orders between the County and the Transferee, on or after the effective date of this Agreement.
- 2 As of November 7, 2025, the Transferor has transferred to the Transferee the entire portion of the assets of the Transferor involved in performing said Contract by virtue of the Articles of Merger for Florida Profit or Non-Profit Corporation dated November 4, 2025, between the Transferor and the Transferee.
- 3 The Transferee, by virtue of the above transfer, has acquired the entire portion of the assets of the Transferor involved in performing said Contract.
- 4 The Transferee has assumed all obligations and liabilities of the Transferor under the Contract by virtue of the above transfer.
- 5 The Transferee is in a position to fully perform all obligations that may exist under the Contract.
- 6 It is consistent with the County's interest to recognize the Transferee as the successor party to the Contract.
- 7 Evidence of the above transfer has been filed with the County.

B. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

- 1 The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the County that it now has or may have in the future in connection with the Contract.
- 2 The Transferee agrees to be bound by and to perform each Contract in accordance with the conditions contained in the Contract. The Transferee also assumes all obligation and liabilities of, and all claims against, the Transferor under the Contract as if the Transferee were the original party to the Contract.
- 3 The Transferee ratifies all previous actions taken by the Transferor with respect to the Contracts, with the same force and effect as if the action had been taken by the Transferee.
- 4 The County recognizes the Transferee as the Transferor's successor in interest in and to the Contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Contract as the Transferee were the original party to the Contract. Following the effective date of this Agreement, the term "Contractor," as used in the Contract, shall refer to the Transferee.
- 5 Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the County against the Transferor.
- 6 All payments and reimbursements previously made by the County to the Transferor, and all other previous actions taken by the County under the Contracts, shall be considered to have discharged those parts of the County's obligations under the Contract. All payments and reimbursements made by the County after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the County's obligations under the Contract, to the extent of the amounts paid or reimbursed.



- 7 The Transferor and the Transferee agree that the County 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, other than those that the County in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contract.
- 8 The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee assumes under this Agreement or may undertake in the future should these Contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.
- 9 The Contract 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.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (County)

By: Caleb Ross Det

Title: CPO

Highway Safety Devices, LLC.(Transferor)

By: James Westbrook

Title: CEO

Traffic Management Solutions, LLC(Transferee)

By: James Westbrook

Title: CEO

CERTIFICATE

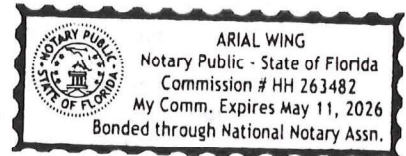
I, Arial Wing certify that I am the Secretary of Highway Safety Devices, LLC; that James Westbrook, who signed this Agreement for this corporation, was then of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this day of January 16th, 2026.

HIGHWAY SAFETY DEVICES, LLC

[CORPORATE SEAL]

Arial Wing
Secretary



CERTIFICATE

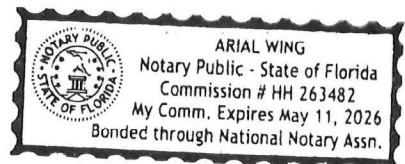
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Witness my hand and the seal of this corporation this day of January 16th, 2026.

TRAFFIC MANAGEMENT SOLUTIONS.

[CORPORATE SEAL]

Arial Wing



Secretary

EXHIBIT "A"

EXISTING CONTRACTS AND PURCHASE ORDERS

Purchase Order No.	Contract No_	Task Order No_	Project Name
PO25000414	24-CG00864	N/A	New Traffic Signal Construction for Wilfong Citizens Center for Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South
PO25000409	24-CG00864	N/A	New Traffic Signal Construction for Wilfong Citizens Center for Success on Spring Hill Dr & Traffic Signal Improvements at the Intersection of Mariner Blvd & Landover Blvd South

LR-2024-384-3