

## ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the "Assignment") is made on \_\_\_\_\_, ("Effective Date"), by and between the **City of Pembroke Pines**, located at 601 City Center Way, Pembroke Pines, FL 33025 (hereinafter "City"), **Professional Course Management Ltd.**, with a place of business at 10500 Taft Street, Pembroke Pines, FL 33026 (hereinafter "Assignor"), and **Professional Course Management VI Inc.**, with a current place of business at 10500 Taft Street, Pembroke Pines, FL 33026 (hereinafter "Assignee").

**WHEREAS** City and Assignor entered into the City Of Pembroke Pines And Professional Course Management Contract Renewal Providing For Management Of The Pembroke Lakes Golf Course with an effective date of **November 27, 2006**, (the "Agreement"); and,

**WHEREAS** the Agreement was subsequently amended to renew and supplement the terms set forth therein, the Agreement and related amendments are attached hereto and incorporated herein as **Exhibit "A"**; and,

**WHEREAS** Assignor desires to assign and transfer to Assignee all obligations, duties and liabilities set forth in the Agreement, as amended, to Assignee; and,

**WHEREAS** Assignee is willing to assume all obligations, duties, and liabilities of Assignor as set forth in the Agreement, as amended; and,

**WHEREAS** City is willing to authorize the assumption of the Agreement, as amended, by Assignee in accordance with the terms of this Assignment; and,

**NOW, THEREFORE**, in consideration of the foregoing recitals which by this reference are incorporated herein, City, Assignor and Assignee agree and represent as follows.

1. **ASSIGNMENT AND ASSUMPTION.** Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Agreement, as amended, as of the Effective Date.
2. **ASSUMPTION BY ASSIGNEE.** Assignee accepts the foregoing Assignment from Assignor, and hereby assumes all obligations, covenants, duties, and liabilities of Assignor under the Agreement, as amended. Assignee further agrees that it shall perform all of the Assignor's obligations under the Agreement, as amended.
3. **ENFORCEMENT BY CITY.** Assignor, Assignee and City hereby acknowledge and agree that there may be obligations, duties, and liabilities contained in the Agreement, as amended, that are for the benefit of the City, and the City shall be entitled to enforce such duties, obligations, and liabilities contained in the Agreement, as amended, against Assignee to the same extent and in the same manner as if Assignee had entered into the Agreement, as amended, with the City on the effective date of the Agreement, as amended.
4. **AUTHORIZED SIGNATURE.** The Assignor, Assignee, and City that each represents that, he or she has full legal power to execute this Assignment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Assignment.
5. **FULL FORCE AND EFFECT.** The Assignor, Assignee, and City agree that the Agreement, as

amended, shall remain in full force and effect, except Assignee shall assume all of Assignor's obligations and duties set forth therein.

6. **ELECTRONIC SIGNATURE.** This Assignment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, City, Assignor and Assignee have executed this Assignment as of the Effective Date.

**City:**

ATTEST:

**CITY OF PEMBROKE PINES, FLORIDA**

\_\_\_\_\_  
DEBRA E. ROGERS, CITY CLERK

By: \_\_\_\_\_  
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**Assignor:**

**PROFESSIONAL COURSE  
MANAGEMENT LTD.**

By: \_\_\_\_\_  
Name: Johnny LaPonzina  
Title: President  
Date: April 1, 2025

Signed by:

Johnny LaPonzina  
FF207017E0CA4FE...

**Assignee:**

**PROFESSIONAL COURSE  
MANAGEMENT VI INC.**

By: \_\_\_\_\_  
Name: Johnny LaPonzina  
Title: President  
Date: April 1, 2025

Signed by:

Johnny LaPonzina  
FF207017E0CA4FE...