

## **ASSIGNMENT AND ASSUMPTION AGREEMENT FOR OPERATION OF THE CITY OF COSTA MESA TENNIS CENTER**

This Assignment and Assumption Agreement for Operation of the City of Costa Mesa Tennis Center ("Assignment and Assumption") is made and entered into this 1st day of March 2022 by and between the City of Costa Mesa, a California municipal corporation ("City"), Hank Lloyd dba HML Tennis ("Hank Lloyd") and Top Seed Tennis Academy, Inc. ("Lessee").

### **RECITALS**

WHEREAS, City owns the Costa Mesa Tennis Center ("Tennis Center") located at Tewinkle Park in the City of Costa Mesa; and

WHEREAS, City and Hank Lloyd are parties to an Agreement for Operation of the City of Costa Mesa Tennis Center dated February 9, 1998 between the City and Hank Lloyd's Orange County Tennis, Inc. (the "Agreement"), which agreement was modified in 2005 by the Extension and Amendment to Agreement for Operation of the City of Costa Mesa Tennis Center (the "Extension and Amendment of 2005"); and

WHEREAS, on or about April 2009, Hank Lloyd's Orange County Tennis, Inc. assigned to Hank Lloyd dba HML Tennis, who thereby assumed, the Agreement pursuant to the terms of the separate Assignment and Assumption Agreement for Operation of the City of Costa Mesa Tennis Center; and

WHEREAS, on May 1, 2010, City and Hank Lloyd entered into Amendment Two to the Agreement ( "Amendment Two of 2010") which extended the Agreement to April 30, 2015; thereafter, City and Hank Lloyd have extended the Agreement on a month-to-month basis; and

WHEREAS, City no longer desires to continue to extend the Agreement as amended on a month-to-month basis and plans to issue a request for proposals for operation of the Tennis Center on a longer term basis within the next six (6) months; and

WHEREAS, Hank Lloyd no longer wishes to perform such services under the Agreement as amended on a month-to-month basis and desires to transfer all of its rights and obligations under the Agreement as amended; and

WHEREAS, City and Lessee desire to contract for the services in connection with the Agreement, as amended by the Extension and Amendment of 2005 and Amendment Two of 2010 thereto, on an interim basis; and

WHEREAS, the primary objective for Lessee's performance under the Agreement is to maximize: (1) the public use of the Tennis Center and (2) the revenue to be received by the City as a result thereof, on an interim basis until such time as the

City awards the operation of the Tennis Center on a long term basis pursuant to a request for proposals; and

WHEREAS, Lessee acknowledges, understands and agrees that it, including any of its officers or employees, may submit a response to a future request for proposals to operate the Tennis Center on a long term basis, provided, however, that Lessee, and/or any of its officers and/or employees, is/are not involved, in the City's sole and absolute discretion, with any such request for proposals, including but not limited to the preparation, formulation, scoring or award thereof; and

WHEREAS, this Assignment and Assumption is intended to incorporate the original Agreement of February 9, 1998, as well as the Extension and Amendment of 2005 and Amendment Two of 2010 to the Agreement.

NOW, THEREFORE, the parties agree as follows:

The Agreement of February 9, 1998, the Extension and Amendment of 2005 and Amendment Two of 2010, between City and Hank Lloyd for operation of the City of Costa Mesa Tennis Center, is hereby ratified by the parties thereto and remains in full force and effect except only as modified herein below.

Hank Lloyd dba HML Tennis, an individual and sole proprietor, hereby assigns to Top Seed Tennis Academy, Inc. all if its rights and obligations under the Agreement as amended with the City of Costa Mesa.

Top Seed Tennis Academy, Inc. accepts and shall assume all of the rights and obligations and shall be subject to all the terms and conditions of the Agreement of February 9, 1998, the Extension and Amendment of 2005 and Amendment Two of 2010, between City and Hank Lloyd for operation of the City of Costa Mesa Tennis Center.

The City agrees to the assignment by Hank Lloyd dba HML Tennis and the assumption by Top Seed Tennis Academy, Inc. of the Agreement of February 9, 1998 and Amendment of 2005 and Amendment Two of 2010.

The City and Lessee hereby agree to extend the term of the Agreement for Operation of the City of Costa Mesa Tennis Center as amended, for four (4) months, which four (4) month term may be extended by the City for up to two (2) additional two (2) month periods.

[SIGNATURES ON FOLLOWING PAGE]

Executed this 1<sup>st</sup> day of March, 2022 at Costa Mesa, California.

CITY OF COSTA MESA, A CALIFORNIA  
MUNICIPAL CORPORATION

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

HANK LLOYD  
DBA HML TENNIS

\_\_\_\_\_  
Hank Lloyd  
An Individual and Sole Proprietor

Date: \_\_\_\_\_

TOP SEED TENNIS ACADEMY, INC.

\_\_\_\_\_  
By: Steve McAvoy  
Title: President  
Top Seed Tennis Academy, Inc.

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR CITY  
OF COSTA MESA

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_