

ASSIGNMENT AND ASSUMPTION OF CHARTER SCHOOL AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF THE CHARTER SCHOOL AGREEMENT ("Assignment"), is made as of the 29th day of November, 2017, by and between Sunshine Charter Academy of Broward, Inc., a Florida not-for-profit corporation (the "**Assignor**"), having its place of business and post office mailing address at 10020 Coconut Road, Suite 138-308, Bonita Springs, Florida 34135 and Sunshine Academy of Oakland Park, Inc., a Florida not-for-profit corporation (the "**Assignee**"), having its place of business and post office address at 2360 West Oakland Park Boulevard, Oakland Park, Florida 33311.

WITNESSETH:

WHEREAS, Assignor entered into a Charter School Agreement with The School Board of Broward County, Florida (the "**Agreement**"), for the operation of a charter high school grade levels 9-12 within the school district (the "**School**"); and

WHEREAS, Section 14.D of the Agreement permits the assignment of the Agreement upon the prior written consent of SBBC; and

WHEREAS, Assignor desires to assign its rights under the Agreement of Assignee as set forth herein; and

WHEREAS, SBBC and Assignor agree that it is in the best interest of the School to complete the transfer of the Agreement to the Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein below set forth, Assignor assigns and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in the Agreement.

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns from the date hereof for the remainder of the term of the Agreement; and

FURTHER SUBJECT to the terms, covenants and conditions of the Agreement.

ASSIGNOR and Assignee acknowledge and agree with the Recitals stated above and that same are true and correct.

ASSIGNOR covenants and represents that the Agreement is in full force and effect on the date hereof, and that all of the terms, covenants and conditions on the Assignor's part to be performed, if any, thereunder have been fully performed to and including the date of the Assignor's transfer of the Agreement to Assignee, and that no money or compensation is due to Assignor from Assignee.


ASSIGNEE hereby accepts the aforesaid assignment of Agreement and agrees to be bound by the terms, covenants and conditions of the Agreement as if Assignee was the original party to the Agreement.

Signatures of the parties hereto transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

29th IN WITNESS WHEREOF, the parties have caused these presents to be executed this day of November, 2017.


"ASSIGNOR"

SUNSHINE CHARTER ACADEMY OF BROWARD, INC.

By: 
Name: JOSEPH R. CASACCI
Title: PRESIDENT

"ASSIGNEE"

SUNSHINE ACADEMY OF OAKLAND PARK, INC.

By: 
Name: JOSEPH R. CASACCI
Title: PRESIDENT

APPROVED:

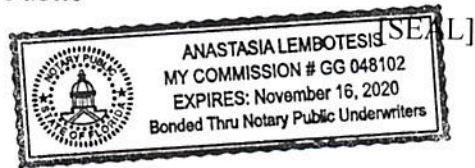
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

STATE OF FLORIDA :
:SS.
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 29th day of November, 2017, by Joseph R. Casacci, President of Sunshine Charter Academy of Broward, Inc., a Florida not-for-profit Corporation, who executed the same on behalf of the Company. He is personally known to me or ___ has produced _____ (type of identification).

Anastasia Lembotesis
Notary Public



STATE OF FLORIDA :
:SS.
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 29th day of November, 2017, by Joseph R. Casacci, President of Sunshine Academy of Oakland Park, Inc., a Florida not-for-profit Corporation, who executed the same on behalf of the Company. He is personally known to me or ___ has produced _____ (type of identification).

Anastasia Lembotesis
Notary Public

[SEAL]

