

ASSIGNMENT AND ASSUMPTION
OF
INSTALLMENT CONTRACT OF SALE AND RELATED DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF INSTALLMENT CONTRACT OF SALE AND RELATED DOCUMENTS ("Assignment") is made this 1st day of October, 2014 by and between A.K.L. REALTY, LLC, a New York limited liability company, with its principal place of business located at 46 Industrial Park Road, White Lake, New York 12786 ("AKL") and JAM TWO, LLC; a New York limited liability company, having a mailing address of P.O. Box 574, Neversink, New York 12765 ("JAM TWO").

WHEREAS, on or about October 1, 2003, AKL and the County of Sullivan Industrial Development Agency ("Agency") entered into an Installment Contract for Sale ("ISA") relating to the premises described on Schedule A; and

WHEREAS, on or about October 1, 2003, AKL entered into various other agreements with the Agency to obtain financial assistance, including without limitation, an Agent Agreement, a Lease Agreement and Payment in Lieu of Tax Agreement ("Agency Documents") all relating to 46 Industrial Park Road, White Lake, New York; and

WHEREAS, AKL desires to transfer, assign and convey to JAM TWO any rights, title and interest in and to the ISA and the Agency Documents, and JAM TWO, subject to the terms and conditions of the ISA and the Agency Documents, desires to accept and purchase all of AKL's right, title and interest in and to the ISA and the Agency Documents.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale. AKL hereby transfers, assigns and conveys to JAM TWO any and all rights, title and interest in and to the ISA and the Agency Documents, and JAM TWO, subject to the terms and conditions of the ISA and the Agency Documents, hereby accepts, and purchases all of AKL's right, title and interest in and to the ISA and the Agency Documents and assumes all of AKL's obligations pursuant to the ISA and the Agency Documents.

2. Closing Costs. AKL and JAM TWO shall each pay one-half of any Agency fees and closing costs associated with the transfer, assignment and/or conveyance of AKL's interest in the ISA and the Agency Documents to JAM TWO.

3. Representations and Warranties of AKL. AKL hereby makes the following representations and warranties to JAM TWO:

(a) Authority to Sell. AKL has the full right, power and authority to sell, convey, assign, transfer and deliver to JAM TWO AKL's right, title and interest in the ISA and the Agency Documents, and from and after the date hereof all right, title, and interest in and to the ISA and the Agency Documents are vested in JAM TWO.

(b) Due Authorization and Enforceability. AKL represents, with respect to this Assignment and other related agreements to which it is a party, that (i) AKL is a limited liability company duly organized and existing in good standing under the laws of the State of New York; (ii) AKL has the authority and legal right to execute, deliver and perform this Assignment and has taken all necessary action to authorize the execution, delivery and performance of this Assignment; (iii) No consent, approval or authorization of any person or governmental authority (other than the Agency) is required to be obtained by AKL in connection with the execution, delivery and performance of this Assignment by AKL; (iv) this Assignment and such other related documents each constitute legally valid and binding agreements, enforceable against AKL in accordance with their term; and (v) that the execution and delivery by AKL of this Assignment does not, and the performance by AKL of the transactions contemplated hereby will not, violate any of the provisions of any contract or agreement to which AKL is a party or by which AKL is bound, or any order, writ, injunction, or decree applicable to AKL.

(c) Litigation. There are no legal actions, suits, governmental proceedings or investigations pending or threatened against or affecting AKL or the premises, and AKL is not subject to any order, writ, injunction or decree of any court or governmental authority.

(d) Accuracy of Representations and Warranties. No representation or warranty of AKL contained herein, or information with respect to AKL contained herein or in any statement, certificate, exhibit or other document furnished or to be furnished to JAM TWO by AKL or AKL's representatives pursuant hereto or in connection with the transaction contemplated hereby, contain or will contain any untrue statement of fact or omits or will omit to state any material fact necessary to make the statements herein or therein not false or misleading.

4. Representations and Warranties of JAM TWO. JAM TWO hereby makes the following representations and warranties to AKL:

(a) Authority to Buy. JAM TWO has the full right, power and authority and legal right to execute, deliver and perform this Assignment and to purchase and acquire from AKL all right, title and interest to the ISA and the Agency Documents purchased by JAM TWO hereunder.

(b) Due Authorization and Enforceability. JAM TWO represents, with respect to this Assignment and other related agreements to which it is a party, that (i) JAM TWO is a limited liability company duly organized and existing in good standing under the laws of the State of New York; (ii) JAM TWO has the authority and legal right to execute, deliver and perform this Assignment and has taken all necessary action to authorize the execution, delivery and performance of this Assignment; (iii) No consent, approval or authorization of any person or governmental authority is required to be obtained by JAM TWO in connection with the execution, delivery and performance of this Assignment by JAM TWO; (iv) this Assignment and such other related documents each constitute legally valid and binding agreements, enforceable against JAM TWO in accordance with their term; and (v) that the execution and delivery by JAM TWO of this Assignment does not, and the performance by JAM TWO of the transactions contemplated hereby will not, violate any of the provisions of any contract or agreement to

which JAM TWO is a party or by which JAM TWO is bound, or any order, writ, injunction, or decree applicable to JAM TWO.

(c) Litigation. There are no legal actions, suits, governmental proceedings or investigations pending or threatened against or affecting JAM TWO, and JAM TWO is not subject to any order, writ, injunction or decree of any court or governmental authority.

(d) Accuracy of Representations and Warranties. No representation or warranty of JAM TWO contained herein, or information with respect to JAM TWO contained herein or in any statement, certificate, exhibit or other document furnished or to be furnished to AKL by JAM TWO or JAM TWO's representatives pursuant hereto or in connection with the transaction contemplated hereby, contain or will contain any untrue statement of fact or omits or will omit to state any material fact necessary to make the statements herein or therein not false or misleading.

5. Miscellaneous.

(a) Governing Law; Disputes. All questions pertaining to the validity, construction, execution and performance of this Assignment shall be construed and governed in accordance with the laws of the State of New York, without giving effect to the conflicts or choice of law provisions thereof. The parties hereby designate the Supreme Court of Sullivan County as the sole venue for resolution of any disputes which may arise under or relate to this Assignment.

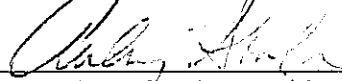
(b) Waiver of Breach. Any waiver of any of the provisions of this Assignment, or of any inaccuracy in or non-fulfillment of any representation, warranties or obligations hereunder or contemplated hereby, shall not be effective unless made in writing and signed by the party against whom enforcement of any such waiver is sought. A waiver given in any case shall only apply with respect to that particular act, omission or breach, regardless of whether they be of the same or similar nature.

(c) Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(d) Entire Agreement. (i) This Assignment sets forth the entire agreement and understands of the parties hereto in respect of the subject matter contained herein, and supercedes all prior agreements, promises, understandings, communications, representations and warranties, whether oral or written by and party hereto or by any related or unrelated third party; (ii) All certificates, documents and other instruments delivered or to be delivered pursuant to the terms hereof are expressly made a part of this Assignment.

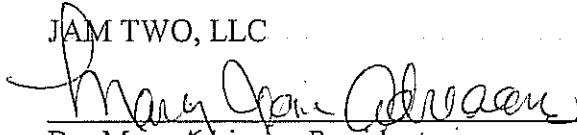
IN WITNESS WHEREOF, this Assignment has been entered into as of the day and year first above written.

A.K.L. REALTY, LLC



By: Aubrey Steele, President

JAM TWO, LLC



By: Mary Adriaans, President

STATE OF NEW YORK)
)ss:
COUNTY OF SULLIVAN)

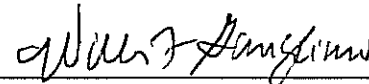
On the 1 day of October in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Aubrey Steele, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual of the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

Martin S. Miller
Notary Public State of New York
Sullivan County Clerk #1222
Commission Expires November 30, 2017

STATE OF NEW YORK)
)ss:
COUNTY OF SULLIVAN)

On the 15th day of October in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Mary Adriaans, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



WALTER F. GARIGLIANO
Notary Public, State of New York
Sullivan County Clerk #4
Commission Expires June 30, 2018

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A DESCRIPTION

File No.: BET-678

Title No.: 03-03-45148

ALL that tract or parcel of land situate in the Town of Bethel, County of Sullivan and State of New York, intended to be the same premises as described in a deed from the County of Sullivan to the County of Sullivan Industrial Development Agency, dated December 28, 1981, and recorded in the Sullivan County Clerk's Office in Deed Liber 1059 at Page 156, more particularly bound and described as follows:

BEGINNING at a 3/4-inch diameter iron rod set at the northeasterly corner of lands described in another deed to the County of Sullivan Industrial Development Agency recorded in Deed Liber 1359 at Page 146 on the southwesterly bounds of lands described in a deed to Congregation Toras Chesed recorded in Deed Liber 797 at Page 747, said iron rod set being North 00 degrees 53 minutes 14 seconds East 99.00 feet, as measured along the easterly bounds of said lands described in Deed Liber 1359 at Page 146, from the northeasterly corner of Upper Industrial Park Road (County Road No. 183B), and running thence from said point of beginning along the southwesterly bounds of said lands of Congregation Toras Chesed for a portion of the way, running to and along the bounds of lands of the County of Sullivan (see Deed Liber 773, Page 39), South 66 degrees 50 minutes 46 seconds East 369.10 feet to a 3/4-inch diameter iron rod set in a pile of stones found at a corner of said lands of the County of Sullivan;

thence running along the bounds of said lands of the County of Sullivan the following four courses and distances:

- (1) South 25 degrees 37 minutes 35 seconds East 171.14 feet to a 3/4-inch diameter iron rod set,
- (2) South 19 degrees 41 minutes 14 seconds West 284.40 feet to a 5/8-inch diameter iron rod found,
- (3) South 19 degrees 59 minutes 46 seconds East 108.50 feet to a 3/4-inch diameter iron rod set in a pile of stones found, and
- (4) North 89 degrees 06 minutes 46 seconds West 365.00 feet of a 3/4-inch diameter iron rod set on the easterly bounds of said Upper Industrial Park Road;

thence running along the easterly bounds of said Upper Industrial Park Road for a portion of the way, running to and along the easterly bounds of said lands of the County of Sullivan Industrial Development Agency described in Deed Liber 1359 at Page 146, North 00 degrees 53 minutes 14 seconds East 663.60 feet to the point of beginning,