

ASSIGNMENT AND ASSUMPTION
OF
LEASE AGREEMENT
AND
RELATED DOCUMENTS
AND
CONSENT OF AGENCY

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND RELATED DOCUMENTS AND CONSENT OF AGENCY ("Assignment") is made this 15th day of December, 2015 by and among CANNIE D'S CORNER CORP., a New York corporation, having a mailing address of P.O. Box 626, Neversink, New York 12765 ("Cannie D's"), FOUR GOATS LLC, a New York limited liability company, having a mailing address of 539 Broadway, Monticello, New York 12701 ("Four Goats"), NOSSO POSTO INC., a New York corporation, having a mailing address of 539 Broadway, Monticello, New York 12701 ("NPI" together with Four Goats collectively, the "Company") and COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices at One Cablevision Center, Ferndale, New York 12734 ("Agency").

WHEREAS, on or about December 1, 2003, Cannie D's and the Agency entered into an Lease Agreement ("Lease") relating to the premises depicted on the Town of Neversink tax map as Section 35, Block 1 and Lot 8.4 and located at 4 Schumway Road in the Town of Neversink, County of Sullivan, State of New York ("Real Property"); and

WHEREAS, Cannie D's requested financial assistance to construct a convenience store with gasoline island; two (2) ancillary store fronts; and a storage building aggregating to approximately 6,400 square feet and in connection therewith entered into various other agreements with the Agency, including without limitation, an Agent Agreement, dated August 28, 2003 and a Payment in Lieu of Tax Agreement, dated December 1, 2003 (and together with the Lease collectively, the "Agency Documents"); and

WHEREAS, Cannie D's constructed the convenience store and two (2) ancillary store fronts, the gasoline island and a fuel shed (in lieu of the storage building) aggregating to approximately 5,675 square feet ("Cannie D's Project"); and

WHEREAS, Cannie D's desires to transfer, assign and convey to the Company any rights, title and interest in and to the Cannie D's Project and the Agency Documents, and the Company, subject to the terms and conditions of this Assignment, desires to accept and assume all of Cannie D's obligations under the Cannie D's Project and the Agency Documents relating to the period following the Assignment; and

WHEREAS, the Company, by its Letter, dated October 9, 2015 has requested that the Agency consent to the proposed Assignment.

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. Assignment and Assumption.

(a) Real Property. Cannie D's hereby transfers, assigns and conveys to Four Goats all of its rights, title and interest in and to the Cannie D's Project as the same relates to the Real Property (including its leasehold interest under the Lease). Four Goats hereby assumes all of Cannie D's obligations arising on or after the date hereof under the Agency Documents as the same relates to the Real Property.

(b) Other Assets. Cannie D's hereby transfers, assigns and conveys to NPI all of its rights, title and interest in and to the Cannie D's Project as the same relates to all rights and assets other than the Real Property. NPI hereby assumes all of Cannie D's obligations arising on or after the date hereof under the Agency Documents as the same relates to all rights and assets other than the Real Property.

2. Consent. The Agency hereby consents to the assignment of the Cannie D's Project as contemplated by Section 6.3 of the Lease subject to:

(a) execution by the Company of amended and restated transaction documents to create a direct contractual obligation between the Company and the Agency (collectively the "Amended and Restated Transaction Documents"); and

(b) payment by the Company to the Agency of a Consent Fee in the amount of One Thousand and 00/100 (\$1,000.00) Dollars; and

(c) payment by the Company of all costs associated with preparation of the Amended and Restated Transaction Documents and related matters.

3. Representations and Warranties of Cannie D's. Cannie D's hereby makes the following representations and warranties to the Company:

(a) Authority to Assign. Subject to the consent by the Agency, Cannie D's has the full right, power and authority to assign, transfer and deliver to the Company Cannie D's right, title and interest in and to the Cannie D's Project and the Agency Documents, and from and after the date hereof all right, title, and interest in and to the Cannie D's Project and the Agency Documents are vested in the Company.

(b) Due Authorization and Enforceability. Cannie D's represents, with respect to this Assignment and other related agreements to which it is a party, that (i) Cannie D's is a corporation duly organized and existing in good standing under the laws of the State of New York; (ii) Cannie D's 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 Cannie D's in connection with the execution, delivery and performance of this Assignment by Cannie D's; (iv) this Assignment and such other related documents each constitute legally valid and binding agreements, enforceable against Cannie D's in accordance with their term; and (v) that the execution and delivery by Cannie D's of this Assignment does not, and the performance by Cannie D's of the transactions contemplated hereby will not, violate any of the provisions of any contract or agreement to which Cannie D's is a party or by which Cannie D's is bound, or any order, writ, injunction, or decree applicable to Cannie D's.

(c) **Litigation.** There are no legal actions, suits, governmental proceedings or investigations pending or threatened against or affecting the Cannie D's Project, the Agency Documents or the Real Property, and the Company 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 Cannie D's contained herein, or information with respect to Cannie D's contained herein or in any statement, certificate, exhibit or other document furnished or to be furnished to the Company or the Agency by Cannie D's or Cannie D'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 Four Goats. Four Goats hereby makes the following representations and warranties to Cannie D's:

(a) **Authority.** Four Goats has the full right, power and authority and legal right to execute, deliver and perform this Assignment, to acquire from Cannie D's all right, title and interest to the Cannie D's Project and the Agency Documents and to assume the obligations of Cannie D's relating to the Cannie D's Project and Agency Documents.

(b) **Due Authorization and Enforceability.** Four Goats represents, with respect to this Assignment and other related agreements to which it is a party, that (i) Four Goats is a limited liability company duly organized and existing in good standing under the laws of the State of New York; (ii) Four Goats 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 Four Goats in connection with the execution, delivery and performance of this Assignment by Four Goats; (iv) this Assignment and such other related documents each constitute legally valid and binding agreements, enforceable against Four Goats in accordance with their term; and (v) that the execution and delivery by Four Goats of this Assignment does not, and the performance by Four Goats of the transactions contemplated hereby will not, violate any of the provisions of any contract or agreement to which Four Goats is a party or by which Four Goats is bound, or any order, writ, injunction, or decree applicable to Four Goats.

(c) **Litigation.** There are no legal actions, suits, governmental proceedings or investigations pending or threatened against or affecting Four Goats, and Four Goats 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 Four Goats contained herein, or information with respect to Four Goats contained herein or in any statement, certificate, exhibit or other document furnished or to be furnished to Cannie D's or the Agency by Four Goats or Four Goats' 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. Representations and Warranties of NPI. NPI hereby makes the following representations and warranties to Cannie D's:

(a) **Authority.** NPI has the full right, power and authority and legal right to execute, deliver and perform this Assignment and to acquire from Cannie D's all right, title and interest to the Cannie D's Project and the Agency Documents.

(b) **Due Authorization and Enforceability.** NPI represents, with respect to this Assignment and other related agreements to which it is a party, that (i) NPI is a corporation duly organized and existing in good standing under the laws of the State of New York; (ii) NPI 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 NPI in connection with the execution, delivery and performance of this Assignment by NPI; (iv) this Assignment and such other related documents each constitute legally valid and binding agreements, enforceable against NPI in accordance with their term; and (v) that the execution and delivery by NPI of this Assignment does not, and the performance by NPI of the transactions contemplated hereby will not, violate any of the provisions of any contract or agreement to which NPI is a party or by which NPI is bound, or any order, writ, injunction, or decree applicable to NPI.

(c) **Litigation.** There are no legal actions, suits, governmental proceedings or investigations pending or threatened against or affecting NPI, and NPI 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 NPI contained herein, or information with respect to NPI contained herein or in any statement, certificate, exhibit or other document furnished or to be furnished to Cannie D's or the Agency by NPI or NPI'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.

6. 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.

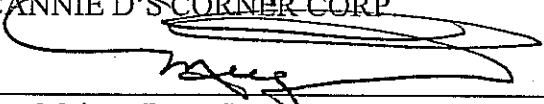
(c) Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(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.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

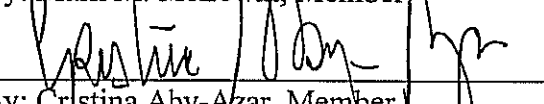
IN WITNESS WHEREOF, this Assignment has been entered into as of the day and year first above written.

CANNIE D'S CORNER CORP

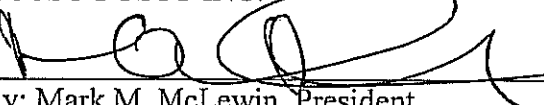

By: Meigan Dean, President

FOUR GOATS LLC


By: Mark M. McLewin, Member


By: Cristina Aby-Azar, Member

NOSSO POSTO INC.

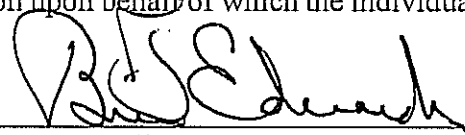

By: Mark M. McLewin, President

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY


By: Steve White, Chief Executive Officer

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

On the 15th day of December in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Meigan Dean, 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.

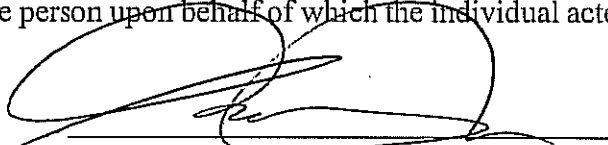


Notary Public, State of New York

BRIAN T. EDWARDS
Notary Public, State of New York
Sullivan County Clerk's No. 1826
Commission Expires December 31, 2018

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

On the 15th day of December in the year 2015, the undersigned, a Notary Public in and for said State, personally appeared Mark M. McLewin, 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 or the person upon behalf of which the individual acted, executed the instrument.

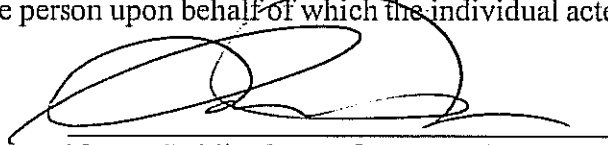


Notary Public, State of New York

STEVEN N. MOGEL
Notary Public, State of New York
NYS Reg. No. 02MO6070208
Qualified in Sullivan County
Commission Expires Feb. 25, 2016

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

On the 15th day of December in the year 2015, the undersigned, a Notary Public in and for said State, personally appeared Cristina Aby-Azar, 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.

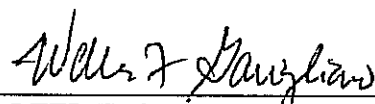


Notary Public, State of New York

STEVEN N. MOGEL
Notary Public, State of New York
NYS Reg. No. 02MO6070208
Qualified in Sullivan County
Commission Expires Feb. 25, 2016

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

On the 15th day of December in the year 2015, the undersigned, a Notary Public in and for said State, personally appeared Steve White, 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 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