

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 3rd day of April, 2026 by and among THEOWINS, LLC, a New York limited liability company, having its principal offices located at 672 Old Route 17, Livingston Manor, New York 12758 ("Theowins") and GLOBAL NATURAL FOODS, INC., a New York corporation, having its principal offices located at 672 Old Route 17, Livingston Manor, New York 12758 ("GNF" and together with Theowins, collectively, the "Assignor"); CATSKILL EAST LLC, a New York limited liability company, with its principal offices located at 678 Old Route 17, Livingston Manor, New York 12758 ("Assignee"); 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 located at 548 Broadway, Monticello, New York 12701 ("Agency").

WHEREAS, on or about March 16, 2012, Theowins, Catskill Brewery, LLC ("Brewery") and GNF applied to the Agency for financial assistance for the (i) acquisition, construction, reconstruction, renovation, rehabilitation, installation and equipping of a building to consist of approximately 5,250± square feet (which includes approximately 3,500± square feet of brewery space and approximately 1,750± square feet of office space) ("Building") situate on one (1) parcel of real estate consisting of .61 acres to be located at 672 Old Route 17 in the Town of Rockland ("Town"), County of Sullivan and State of New York and identified on the Town tax map as Section 39, Block 2, Lot 10 ("Land") and related facilities to be owned by the Agency; (ii) acquisition and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools ("Equipment"); (iii) construction of improvements to the Building, the Land and the Equipment (collectively, the Building, the Land and the Equipment are referred to as the "Facility" or the "Project"); and (iv) lease of the Facility to Assignee; and

WHEREAS, by Resolution No. 13-12, duly adopted on March 27, 2012, the Agency appointed Theowins, Brewery and GNF as Agent for the Agency for the purposes of acquiring, constructing, installing and equipping of the Project; and

WHEREAS, as of the 1st day of April, 2012, Theowins, Brewery, GNF and the Agency entered into the following:

1. Agent Agreement;
2. Environmental Compliance and Indemnification Agreement
3. Lease Agreement and memorandum thereto ("Lease");
4. Payment in Lieu of Taxation Agreement; and

WHEREAS, as of the 1st day of January, 2024, Theowins, Brewery, GNF and the Agency entered into an:

5. First Amendment to Payment In Lieu of Taxation Agreement.

(Items 1 through 5 are collectively referred to as the "Project Documents"); and

WHEREAS, Theowins and GNF desire to transfer, assign and convey all of their right, title and interest in and to the Project and all of their rights under the Project Documents to Assignee, and Assignee subject to the terms and conditions of the Project Documents, desires to accept and purchase all of Theowins and GNF's right, title and interest in and to the Project and all of their rights under the Project Documents; and

WHEREAS, as contemplated by Section 6.3(b) of the Lease, by letter dated March 27, 2026, Theowins and GNF have requested the Agency's consent to such an 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. Assignor hereby transfers, assigns and conveys to Assignee all of its rights, title and interest in and to the Project and the Project Documents. Assignee hereby assumes all of Theowins and GNF's obligations arising on or after the date hereof under the Project Documents.

2. Consent. The Agency hereby consents to the assignment as contemplated by Section 6.3 of the Lease subject to:

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

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

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

3. Brewery Status. The right, title and interest of Brewery is not being assigned. Brewery will remain a counterparty to the Project Documents.

4. Representations and Warranties of Assignor.

(a) Representations and Warranties of Theowins. Theowins hereby makes the following representations and warranties to Assignee and the Agency:

(i) Authority to Assign. Theowins has the full right, power and authority to assign, transfer and deliver to Assignee Theowins' right, title and interest in and to the Project Documents, and from and after the date hereof all right, title, and interest of Theowins in and to the Project Documents are vested in Assignee.

(ii) Due Authorization and Enforceability. Theowins represents, with respect to this Assignment and other related agreements to which it is a party, that (A) Theowins is a limited liability company duly organized and existing in good standing under the laws of the State of New York; (B) Theowins 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; (C) no consent, approval or authorization of any person or governmental authority is required to be obtained by Theowins in connection with the execution, delivery and performance of this Assignment by Theowins; (D) this Assignment and such other related documents each constitute legally valid and binding agreements, enforceable against Theowins in accordance with their term; and (E) that the execution and delivery by Theowins of this Assignment does not, and the performance by Theowins of the transactions contemplated hereby will not, violate any of the provisions of any contract or agreement to which Theowins is a party or by which Theowins is bound, or any order, writ, injunction, or decree applicable to Theowins.

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

(iv) Accuracy of Representations and Warranties. No representation or warranty of Theowins contained herein, or information with respect to Theowins contained herein or in any statement, certificate, exhibit or other document furnished or to be furnished to Assignee or the Agency by Theowins or Theowins' 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.

(b) Representations and Warranties of GNF. GNF hereby makes the following representations and warranties to Assignee and the Agency:

(i) Authority to Assign. GNF has the full right, power and authority to assign, transfer and deliver to Assignee GNF's right, title and interest in and to the Project Documents, and from and after the date hereof all right, title, and interest of GNF in and to the Project Documents are vested in Assignee.

(ii) Due Authorization and Enforceability. GNF represents, with respect to this Assignment and other related agreements to which it is a party, that (A) GNF is a business corporation duly incorporated and existing in good standing under the laws of the State of New York; (B) GNF 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; (C) no consent, approval or authorization of any person or governmental authority is required to be obtained by GNF in connection with the execution, delivery and performance of this Assignment by GNF; (D) this Assignment and such other related documents each constitute legally valid and binding agreements, enforceable against GNF in accordance with their term; and (E) that the execution and delivery by GNF of this Assignment does not, and the performance by GNF of the transactions contemplated hereby will not, violate any of the provisions of any contract or agreement to which GNF is a party or by which GNF is bound, or any order, writ, injunction, or decree applicable to GNF.

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

(iv) **Accuracy of Representations and Warranties.** No representation or warranty of GNF contained herein, or information with respect to GNF contained herein or in any statement, certificate, exhibit or other document furnished or to be furnished to Assignee or the Agency by GNF or GNF'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. **Representations and Warranties of Assignee.** Assignee hereby makes the following representations and warranties to Assignor and the Agency:

(a) **Authority.** Assignee has the full right, power and authority and legal right to execute, deliver and perform this Assignment, to acquire from Assignor all right, title and interest to the Project and the Project Documents and to assume the obligations of Assignor relating to the Project and Project Documents.

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

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

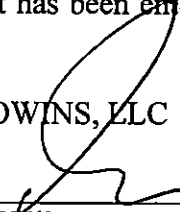
(c) Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

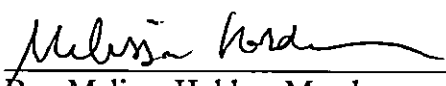
(d) Entire Agreement. (i) This Assignment sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supercedes all prior agreements, promises, understandings, communications, representations and warranties, whether oral or written by 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.

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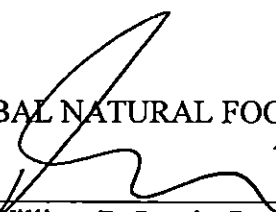
IN WITNESS WHEREOF, this Assignment has been entered into as of the day and year first above written.

THEOWINS, LLC


By: William R. Lewis, Member

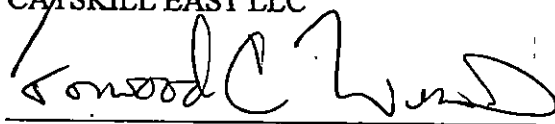

By: Melissa Holden, Member

GLOBAL NATURAL FOODS, INC.


By: William R. Lewis, President

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

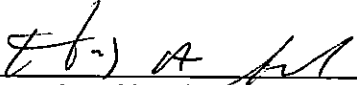
CATSKILL EAST LLC

A handwritten signature in black ink, appearing to read "Forwood C. Wiser, III", written over a horizontal line.

By: Forwood C. Wiser, III, Sole Member

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

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY



By: Howard A. Siegel, Chairman