

**Agreement to Assign and Assume
Lease**

THIS AGREEMENT TO ASSIGN AND ASSUME LEASE (this "**Agreement**") is made and entered into as of the 28 day of September, 2022 (the "**Effective Date**"), by and between 11 Bridge Street, LLC, a domestic limited liability company c/o Adam Potter, its Manager, having an address at 11 Bridge Street, Sag Harbor, New York 11963 ("**Assignor**"), and the Village of Sag Harbor, a municipal corporation, having an address at 55 Main Street, Sag Harbor, New York, 11963 ("**Assignee**"). Assignor and Assignee are sometimes referred to herein individually as a "party," and collectively as the "parties."

WITNESSETH:

A. WHEREAS, Assignor is owner of a certain lease dated as of the 1st day of July, 2021 (the "**Lease**" and/or "**Lease Agreement**"), between Keyspan Gas East Corporation, d/b/a/ National Grid, ("**Landlord**"), and 11 Bridge Street, LLC, for the premises, 5 Bridge Street Sag Harbor, New York, 11963, further identified by Suffolk County Tax Map No. 903-2-2-10 and as more particularly described in the Lease Agreement (the "**Premises**"), a copy of which is annexed hereto as **Exhibit "A"** and incorporated herein by reference;

B. WHEREAS, 11 Bridge Street LLC has agreed to sell, assign, and transfer all its right, title and interest in and to the Lease Agreement to the Village of Sag Harbor, and Assignee has agreed to purchase and assume all of Assignor's obligations under the Lease Agreement, subject to Landlord's consent, pursuant to this Agreement, and the Lease Agreement a copy of which is annexed hereto as **Exhibit "A"** and incorporated herein by reference.

NOW, THEREFORE, for Ten (\$10.00) Dollars in hand paid and for other good and valuable consideration, including, but not limited to, the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor agrees to sell and assign, and Assignee agrees to assume all of Assignor's right, title and interest in and to the Lease Agreement.

2. **Rent.** Assignor, 11 Bridge Street, LLC agrees to pay the pre-paid rent in the amount of \$400,000.00 required pursuant to the Lease Agreement, Article 3, Section 3.01(a). Assignee, the Village of Sag Harbor, agrees to pay Assignor \$40,000.00 per year, on the Closing Date (referenced below) and annually on that date thereafter for ten years and pay all remaining rent directly to Landlord pursuant to the Lease Agreement, Article 3, Sections 3.01(b)(i) through (vi) and Sections 3.02, 3.03 and 3.04 for the 99-year term as set forth therein.

3. **Consent.** This Agreement is subject to and conditioned upon Assignor obtaining the written consent of Landlord to the assignment of the Lease Agreement to Assignee ("**Landlord's Consent**") pursuant to the Lease Agreement, Section 10.01, which consent cannot impose any condition on Assignee or Assignor other than compliance with the current terms and conditions of the Lease Agreement and Public Service Commission approval pursuant to Section

36 of the Lease. If Landlord has not issued Landlord's Consent or the Public Service Commission has not approved this Agreement, either party may terminate this Agreement by written notice to the other party, and if such notice is given this Agreement shall terminate, and neither party shall have any further rights or obligations hereunder.

4. Closing Date. For purposes of this Agreement, "Closing Date" means December 31, 2022.

5. Apportionments. Except as otherwise provided herein, all apportionments of rent, additional rent, and other charges due or payable under the Lease shall be apportioned, and Assignor shall pay the pre-paid rent as set forth in Paragraph 2 herein by the Closing Date or pursuant to the timing required set forth in the Lease Agreement.

6. Assignor's Representations, Warranties, and Covenants. Assignor represents to Assignee as follows as of the date hereof and on the Closing Date:

- a. To Assignor's actual knowledge, the Lease Agreement and its two (2) amendments is the only lease, possession agreement and/or occupancy agreement affecting the Premises between Assignor and the Keyspan Gas East Corporation d/b/a National Grid and there are no other leases, possession agreements or occupancy agreements affecting the Premises. Attached hereto as Exhibit "A" is a true, complete and correct copy of the Lease Agreement. The Lease Agreement has not been modified or amended. The Lease Agreement represents the entire agreement between Assignor and Landlord with respect to the subject matter thereof and there are no side agreements with respect thereto.
- b. Assignor has neither delivered nor received any written notice to or from Landlord of any default under the Lease Agreement, which has not been cured, and except as otherwise provided herein there exists no monetary default with the passing of time or the giving of notice, or both, would constitute a default by either party thereunder.
- c. At closing there will be no one employed by Assignor at or in connection with the management, operation or maintenance of the Premises and there are no collective bargaining agreements, union contracts or other employment agreements affecting the Premises to which Assignor, or any affiliate or agent of Assignor is party or is bound.
- d. Assignor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York; Assignor has all necessary limited liability company power and authority to enter into this Agreement and to consummate all of the transactions contemplated herein and, other than the consent of the Landlord, no other authorization or

approvals, whether of governmental bodies or otherwise, will be necessary in order to enable Assignor to enter into or comply with the terms of this Agreement. The individuals executing this Agreement on behalf of Assignor are duly authorized to execute, deliver and perform this Agreement on behalf of Assignor and to bind Assignor to this Agreement.

- e. Neither the execution or delivery of this Agreement or of the Assignment, the consummation of the transaction contemplated hereby by Assignor, nor the fulfillment of or compliance with the terms and conditions hereof by Assignor conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Assignor is a party or by which Assignor is bound.
- f. Assignor has not received written notice from any city, county or state governmental authority of any currently pending or threatened exercise by such governmental authority of the power of eminent domain and/or condemnation with respect to the Premises or any part thereof.
- g. There are no contracts or agreements affecting the Premises which will survive this Agreement and be binding upon Assignee except for the Lease.
- h. As of the Closing Date, the Premises shall be free of all tenants, subtenants, licensees and other occupants.

7. Assignees Representations, Covenants, and Warranties

- a. Assignee represents that they have the authority to enter into this Agreement, such authority is attached hereto as **Exhibit "C"**; and
- b. Assignee represents that they have the funds to make payments on the Lease and comply with its terms and that of the Site Management Plan ("SMP") prepared for Landlord, dated February 2014 (site number 1-52-159), attached hereto as **Exhibit "B"**, as required.

8.

Assumption. Assignee agrees that as of the Closing Date, Assignee hereby accepts and agrees to assume all the terms, covenants, conditions, provisions, rights, obligations and agreements contained in the Lease Agreement, and assumes and agrees to perform and comply with, and to be bound by, all of the terms, covenants, conditions, provisions, rights, obligations and agreements of the Lease Agreement on the part of the tenant thereunder (i.e., the Assignor hereto) to be performed from and after the Closing Date.

9. Compliance. Assignee agrees to operate the Premises in compliance with all applicable laws, ordinances, rules, and regulations imposed upon the tenant by law or by reason of the Lease Agreement and the SMP.

10. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or by electronic transmission such as a pdf file shall be effective as delivery of a manually executed counterpart of this Agreement and shall constitute an original signature and be binding on all parties hereto. The provisions of this section shall survive the termination and/or cancellation of this Agreement and/or transactions contemplated by this Agreement.

11. Notice. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth above. All notices shall be sent by overnight carrier and electronic mail. All notices sent by overnight carrier on the same day that such notice is sent by electronic mail shall be deemed delivered on the same day such email is sent. Otherwise, notices sent by overnight carrier shall be deemed delivered one (1) Business Day after being sent.

12. Business Day. Whenever any action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-Business Day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "Business Day" shall be deemed to mean any day, other than Saturday or Sunday, on which commercial banks in the State of New York are not required or authorized to be closed for business.

13. Interpretation. Section headings shall not be used in constructing this Agreement. The Section headings and captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement and shall not be considered in the interpretation of this Agreement or any provision thereof. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to wit, that ambiguities in this Agreement should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. Whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a non-exclusive manner. Except as otherwise indicated, all Exhibits and Section references in this Agreement shall be deemed to refer to the Exhibits and Sections in this Agreement.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

15. Legal Costs. The parties hereto agree that they shall pay directly any and all legal costs which they have incurred on their own behalf in the preparation of this Agreement.

16. Entire Agreement: Effectiveness. All prior understandings and agreements between the Parties are merged in this Agreement and this Agreement supersedes any and all understandings and agreements between the Parties and constitutes the entire agreement between them with respect to the subject matter hereof. In no event shall any draft of this Agreement create any obligation or liability, it being understood that this Agreement shall be

effective and binding only when a counterpart hereof has been executed and delivered by each party hereto.

17. No Oral Changes. This Agreement cannot be changed or terminated orally. Any other provision of this Agreement may be changed or waived only in writing signed by the Parties.

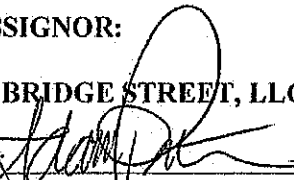
18. No Implied Waivers. No failure or delay of either party in the exercise of any rights or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified in this Agreement for exercise of such rights or remedy has expired) shall constitute a waiver of any other further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

19. Unenforceability. If all or any portion of any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and such provision shall be limited and construed as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein unless doing so would materially and adversely affect a party or the benefits that such party is entitled to receive under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

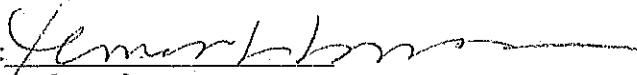
ASSIGNOR:

11 BRIDGE STREET, LLC

By: 
Name: Adam Potter
Title: Authorized Signatory

ASSIGNEE:

VILLAGE OF SAG HARBOR

By: 
Name: James Larocca

Title: Mayor, Village of Sag Harbor

CONSENTED TO: this ____ day of September, 2022

LANDLORD, KEYSpan GAS EAST CORPORATION (d/b/a NATIONAL GRID)

By: _____

Name: James M. Zuccolotto

Title: Authorized Representative