

Assignment and Assumption of Lease

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this “**Assignment**”) is made effective as of the 25th day of April, 2019, by **LISCIOTTI DEVELOPMENT CORP.**, a Massachusetts corporation having an address c/o 83 Orchard Hill Park Drive, Leominster, Massachusetts 01453 (“**Assignor**”) and **PORTLAND TB LLC**, a Massachusetts limited liability company having an address c/o 83 Orchard Hill Park Drive, Leominster, Massachusetts 01453 (“**Assignee**”).

WHEREAS, Assignee is or will be the owner of the land and improvements located at 1363 Washington Street, Portland, Maine (the “**Property**”).

WHEREAS, in connection with the Assignee’s acquisition of the Property, the Assignor wishes to transfer to Assignee all of Assignor’s right, title and interest in and to the lease described below.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the sum of Ten and 00/100 (\$10.00) Dollars lawful money of the United States of America and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ASSIGNOR HEREBY assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest with respect to that certain Lease by and between Assignor, as Landlord, and Charter Foods North, LLC, as Tenant, dated February 28, 2018, and pursuant to which Charter Foods North, LLC shall have the right to occupy the Property upon the acquisition thereof by Assignee (together with any deposits paid to Assignor, the “**Lease**”) **TO HAVE AND TO HOLD** the same unto Assignee, its successors and assigns, forever.

ASSIGNEE HEREBY accepts the foregoing assignment, and assumes and agrees to perform all of the obligations of Assignor with respect to the Property and under the Lease first arising or accruing from and after the date hereof.

ASSIGNOR HEREBY agrees to indemnify and hold harmless Assignee from and against any and all claims, liabilities, costs, and expenses (including reasonable attorneys’ fees) first arising or accruing under the Lease prior to the date hereof.


ASSIGNEE HEREBY agrees to indemnify and hold harmless Assignor from and against any and all claims, liabilities, costs, and expenses (including reasonable attorneys’ fees) first arising or accruing under the Lease from and after the date hereof.

[End of Instrument – Counterpart Signature Pages Attached]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the day and year first above written.


Assignor:

LISCOTTI DEVELOPMENT CORP.,
a Massachusetts corporation

By: 
John Scribner, Jr.
Vice President

Assignee:

PORTLAND TB LLC,
a Massachusetts limited liability company

By: 
John Scribner, Jr.
Manager