

Upon the recommendation of the School District's attorneys, and having had an opportunity to review the proposed agreement,

Moved:

Seconded:

RESOLVED, that the assignment and assumption of the lease agreement for the Broad Street property is approved, and that the President of the Board of Education is authorized to sign any necessary agreements.

ASSIGNMENT AND ASSUMPTION OF LEASES

This **ASSIGNMENT AND ASSUMPTION OF LEASE** is made as of the _____ day of _____, 2016, by and between **HORSEHEADS CENTRAL SCHOOL DISTRICT**, a central school district organized and existing under the provisions of Article 37 of the Education Law of the State of New York, with an office located at One Raider Lane, Horseheads, New York 14845 (hereinafter referred to as the "Assignor") and **PATHWAYS, INC.**, a New York not-for-profit corporation with an address of 33 Dennison Parkway West, Corning, New York 14830 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor has agreed to sell, and Assignee has agreed to purchase, certain real property located at 800 W. Broad Street, Village of Horseheads, Chemung County, New York, as more particularly described on Schedule A attached hereto (the "Premises");

WHEREAS, Assignor is the holder of five Lease Agreements (collectively the "Leases") by and between Horseheads Central School District and the five following Tenants covering portions of the Premises:

1. GST BOCES;
2. Higher Hope Church;
3. North County Seniors, Inc.;
4. EPC/ECF Daycare Center, Inc.; and
5. Economic Opportunity Program-Head Start.

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in, to, and under the Leases; and

WHEREAS, Assignee is willing to assume all of the obligations of the Assignor under the Leases to the extent accruing from and after the date hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor represents and warrants to the best of its knowledge, information and belief that there is no existing

defaults under the Leases and that the Leases are in full force and effect.

2. Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Lease.

3. Assignee hereby accepts the foregoing assignment. Assignee covenants and agrees on behalf of Assignee and the successors and assigns of the Assignee, to keep, observe, and perform from and after the date of the delivery hereof each and every one of the terms, obligations and conditions contained in the Lease accruing from and after the date hereof.

4. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

ASSIGNOR:

HORSEHEADS CENTRAL SCHOOL DISTRICT

BY: _____

Name:

Title

ASSIGNEE:

PATHWAYS, INC.

BY: _____

Dr. Edward J. Lukomski

Its President

STATE OF NEW YORK)

COUNTY OF CHEMUNG) : ss.

On the ____ day of _____, in the year 2016 before me, the undersigned, personally appeared _____, 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)
COUNTY OF CHEMUNG) : ss.

On the ____ day of _____, in the year 2016 before me, the undersigned, personally appeared Dr. Edward J. Lukomski, 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