

## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** is made and entered into this 4<sup>th</sup> day of May, 2022, by and among **THE BURGESS AND TOWN COUNCIL OF THE BOROUGH OF POTTSTOWN** (hereinafter referred to as “Borough”), **THE POTTSTOWN LITTLE LEAGUE, INC.** (hereinafter referred to as “Pottstown Little League”), and **THE POTTS GROVE - POTTSTOWN LITTLE LEAGUE, INC.**

**WHEREAS**, Borough and Pottstown Little League entered into a Lease Agreement for the use and operation of Novak Field dated December 28, 2004 (hereinafter referred to as “Original Lease Agreement”); and

**WHEREAS**, the Original Lease Agreement was amended through an Addendum dated March 17, 2019 (hereinafter referred to as “Addendum”) (collectively the Original Lease Agreement and the Addendum will be hereinafter referred to as “Lease Agreement”); and

**WHEREAS**, the Borough has been advised that The Pottstown Little League has merged with another non-profit entity, which entity is now known as the Pottsgrove - Pottstown Little League, Inc.; and

**WHEREAS**, the Pottsgrove - Pottstown Little League, Inc., now wishes to assume the Lease Agreement of the Pottstown Little League; and

**WHEREAS**, both the Borough and the Pottstown Little League are willing to consent to the assignment of the Lease to the newly formed non-profit entity, the Pottsgrove - Pottstown Little League, Inc., in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the recitals set forth above and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and technically legally bound, the parties hereby agree as follows:

1. Recitals. The recitals of this Agreement set forth above are incorporated herein as if set forth fully at length.
2. Assignment by Pottstown Little League. Subject to the terms of this Agreement, Pottstown Little League hereby assigns, grants, conveys and transfers to the Pottsgrove - Pottstown Little League, Inc., all of its rights, duties and obligations set forth in the Lease.
3. Assumption by Pottsgrove - Pottstown Little League Inc. The Pottsgrove - Pottstown Little League, Inc., hereby assumes all of the Pottstown Little League's rights, duties and obligations under the Lease.
4. Consent of the Borough. The Borough hereby consents to the Assignment and Assumption of all rights, duties and obligations from Pottstown Little League to Pottsgrove - Pottstown Little League, Inc., as described in this Agreement.
5. Lease Agreement Remains Unchanged. Except as expressly set forth in this Assignment, the parties agree that nothing contained herein shall in any way supersede, modify, replace or amend any of the rights, duties and obligations set forth in the Lease.
6. Effective Date. This Assignment shall become effective upon execution of this Assignment by all parties.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement the day and year first above written.

**THE BURGESS AND TOWN COUNCIL  
OF THE BOROUGH OF POTTSTOWN**

BY: \_\_\_\_\_  
Dan Weand, President

ATTEST: \_\_\_\_\_

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**THE POTTSTOWN LITTLE LEAGUE, INC.**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**THE POTTS GROVE - POTTSTOWN  
LITTLE LEAGUE, INC.**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_