

Recorded: 3/28/2022 at 8:32:05.0 AM  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$40.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2022 PG: 979

**When Recorded Return to:**

TitleVest Agency, LLC  
110 East 42nd Street, 10th Floor  
New York, NY 10017

**Prepared by:**

Vertical Bridge Development, LLC  
750 Park of Commerce Dr., Suite 200  
Boca Raton, Florida 33487  
Attn.: Daniel Marinberg, Esq.  
Phone: (561) 923-0734

**Mail tax statements to:**

Ryan, LLC  
c/o Vertical Bridge  
1233 West Loop S, Suite 1500  
Houston, TX 77027

APPIA 58

For Recorder's Use Only

Site Number: US-IA-5181

Site Name: Coggon

APN: 320340001000

See legal description on Exhibit A-1 on page 7

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of this 1st day of March, 2022 (the "Transfer Date"), by and between **FTC Tower Co., LLC**, a South Carolina limited liability company, having an address at 1101 E. Main Street, Kingstree, South

Site Number: US-IA-5181

Site Name: Coggon

Carolina 29556 (“Assignor”), and **Vertical Bridge Development, LLC**, a Delaware limited liability company, having an address at 750 Park of Commerce Dr., Suite 200, Boca Raton, Florida 33487 (“Assignee”).

## W I T N E S E T H

WHEREAS, Assignor and an Affiliate of Assignee have entered into an Asset Purchase Agreement of even date herewith (the “Purchase Agreement”), with capitalized terms used herein without definition having the meanings set forth therein), which provides for the purchase by Assignee from Assignor of the Purchased Assets; and

WHEREAS, the Purchase Agreement requires that Assignor assign to Assignee all of Assignor’s right, title, and interest as tenant in the real property lease described on Exhibit A (the “Lease”), as evidenced by the memorandum of lease described on Exhibit A, and that Assignee accept such assignment and assume all of Assignor’s duties, obligations, covenants and undertakings under the Lease on and after the Closing Date.

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

1. Incorporation. The “Whereas” clauses set forth above are hereby incorporated into and made part of this Assignment.
2. Assignment of Lease. Assignor does hereby sell, assign, transfer, convey, and deliver unto Assignee, its successors and assigns, all of the right, title and interest of Assignor as tenant in, to and under the Lease, effective as of the Transfer Date, TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, for and during all the rest, residue and remainder of the term of the Lease and any extensions or renewals thereof, all as set forth in the Lease, the provisions of which are by this reference thereto incorporated herein, all free and clear of Encumbrances other than Permitted Encumbrances.
3. Acceptance and Assumption of Lease. Assignee hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Assignor to pay, discharge and perform, as and when due, all obligations of Assignor under the Lease accruing, arising out of, or relating to events or occurrences on and after the Transfer Date.
4. Indemnity. The indemnification provisions contained in the Purchase Agreement are hereby incorporated by reference with respect to the Lease.
5. Purchase Agreement Controls. Nothing in this Assignment shall be deemed to expand or diminish the scope of the rights of any party to the Purchase Agreement that are contained in the Purchase Agreement. If there is conflict or an apparent conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.
6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.
7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Assignment and the transactions contemplated hereby.

*[Signature pages follow]*

[Assignor Signature Page to Assignment and Assumption of Ground Lease]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment to be effective as of the date first above written.

*Assignor:*

**FTC Tower Co., LLC,**  
a South Carolina limited liability company

By: 

Name: F. Bradley Erwin

Title: Chief Executive Officer

STATE OF: South Carolina

COUNTY OF: Williamsburg

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25<sup>th</sup> day of February 2022, by F. Bradley Erwin, the Chief Executive Officer of **FTC Tower Co., LLC**, a South Carolina limited liability company, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

Hanna McCutchen

Notary Public

Print Name: Hanna McCutchen

My Commission Expires: 10-31-2028

[NOTARY SEAL]



Hanna McCutchen  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
October 31, 2028

[Assignee Signature Page to Assignment and Assumption of Ground Lease]

**Assignee:**

**Vertical Bridge Development, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Daniel Marinberg

Title: SVP & General Counsel

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization this 22 day of February 2022, by Daniel Marinberg, as SVP & General  
Counsel of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf  
of the company, who is personally known to me.

Julie Ann Carson  
Notary Public:



Julie Ann Carson  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG924624  
Expires 10/21/2023

Printed Name: Julie Ann Carson

My Commission Expires: 10/21/23

Commission # GG924624

**EXHIBIT A OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

**Site Number:** US-IA-5181  
**Site Name:** Coggon  
**Original Landlord Name:** Keith F. Peyton and Patsy J. Peyton, husband and wife  
**Original Tenant Name:** FTC Tower Co., LLC  
**Lease Exe Date:** November 9, 2018

**Recording information for memorandum of lease:** Memorandum of Lease dated November 9, 2018 and recorded on January 25, 2019 in Book 2019, Page 186, and corrected by Corrected Memorandum of Lease recorded on April 16, 2019 in Book 2019, Page 810

**Ground Lease Description:** See EXHIBIT A-1

## **EXHIBIT A-1 OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

### **LEGAL DESCRIPTION**

#### **LEASE PARCEL**

A part of Parcel 2018-31 of Plat filed in Book 2018 Page 1192 of Delaware County Records and located in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-Four (34), Township Eighty-Seven (87) North, Range Six (6) West of the Fifth Principal Meridian, Delaware County, Iowa containing 250,000 square feet (5.739 acres) of land and being described by :

Commencing at the South Quarter Corner of said Section 34; thence N88°-55'-41"E 827.22 feet along the South line of the SE 1/4 of said Section 34; thence N01°-04'-19"W 97.65 feet to the point of beginning; thence N00°-55'-50"W 500.00 feet; thence N89°-04'-10"E 500.00 feet to a point on the East line of the SW 1/4 of the SE 1/4 of said Section 34; thence S00°-55'-50"E 500.00 feet along said East line; thence S89°-04'-10"W 500.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

#### **30' WIDE INGRESS/EGRESS & UTILITY EASEMENT**

A part of Parcel 2018-31 of Plat filed in Book 2018 Page 1192 of Delaware County Records and located in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-Four (34), Township Eighty-Seven (87) North, Range Six (6) West of the Fifth Principal Meridian, Delaware County, Iowa containing 11,672 square feet (0.268 acres) of land and being Fifteen (15) feet each side of and parallel with the following described line:

Commencing at the South Quarter Corner of said Section 34; thence N88°-55'-41"E 827.22 feet along the South line of the SE 1/4 of said Section 34; thence N01°-04'-19"W 97.65 feet; thence N00°-55'-50"W 500.00 feet; thence N89°-04'-10"E 500.00 feet to a point on the East line of the SW 1/4 of the SE 1/4 of said Section 34; thence S00°-55'-50"E 276.72 feet along said East line; thence S89°-04'-10"W 147.09 feet to the point of beginning; thence S59°-04'-10"W 63.00 feet to a point herein after referred to as "Point A"; thence S30°-55'-50"E 134.56 feet; thence S01°-15'-25"E 139.01 feet to a point on the North Right of Way line of Linn-Delaware Road and the point of termination. Also, beginning at said "Point A", thence S59°-04'-10"W 27.00 feet; thence N30°-55'-50"W 52.50 feet to the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on the North Right of Way line of Linn-Delaware Road.