

***Prepared By and
when Recorded Return to:***

Wireless EDGE Towers III, LLC
38 West Market Street
Rhinebeck, NY 12572
Attn: John E. Arthur, President

(Recorder's Use Above this Line)

STATE OF FLORIDA

Premises Property ID: 3139250000002000003.0

COUNTY OF INDIAN RIVER

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "***Assignment***") is made as of the is made as of the latter signature date below ("***Effective Date***"), by and Indian River County, a Florida municipal governmental entity, whose address is 1800 27th Street, Vero Beach, FL 32960 ("***Assignor***"), and Wireless EDGE Towers III LLC, a Delaware limited liability company ("***Assignee***").

WHEREAS, Assignor agrees to assign, and Assignee agrees to assume, certain leases with respect to the property described in **Exhibit A** attached hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to that certain lease(s), as amended (the "***Lease***") as set forth on **Exhibit B** attached hereto.
2. Assignee hereby accepts the assignment set forth in Section 1 hereof and hereby agrees to assume all of Assignor's obligations under the Leases, and shall perform, discharge, fulfill and observe all terms, obligations, covenants, conditions and provisions applicable to Assignor arising from or after the date hereof.
3. Assignor agrees to save and hold Assignee harmless from any and all expenses, charges, claims and liabilities (including without limitation reasonable attorneys' fees) incurred by Assignee arising under the Leases as a result of any action or omission of Assignor prior to the date hereof.
4. Assignee agrees to save and hold Assignor harmless from any and all expenses, charges, claims and liabilities (including without limitation reasonable attorneys' fees) incurred by Assignor arising under the Leases as a result of any action or omission of Assignee from and after the date hereof.
5. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. This Assignment may be executed in any number of counterparts, any of which may be executed and transmitted by email, facsimile or other electronic method (e.g., docuSign), and each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

(Signature and Acknowledgement Pages Follow)

IN WITNESS WHEREOF, the parties have executed this ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT on the date last written below.

ASSIGNOR:

Indian River County,
a Florida municipal governmental entity

By: _____

Name:

Title:

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ASSIGNOR ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

On the _____ day of _____ in the year 2025 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.

(SEAL)

Notary Public (Signature)

Notary Public (Print Name)

My Commission Expires: _____

ASSIGNEE:

Wireless EDGE Towers III LLC
a Delaware limited liability company

By: _____

Name: John E. Arthur

Title: President

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ASSIGNEE ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF DUTCHESS

On the _____ day of _____ in the year 2025 before me, the undersigned, personally appeared John E. Arthur, 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.

(SEAL)

Notary Public (Signature)

Notary Public (Print Name)

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

This Exhibit to be revised per receipt of Legal Description and Survey

EXHIBIT B

LEASE

- 1. Land Lease Agreement between Indian River County and Verizon Wireless Personal Communications LP, LLC, dated May 20, 2007**
- 2. Third-Party Sublease Agreement between Indian River County and Verizon Wireless Personal Communications LP, and New Cingular Wireless PCS, LLC, dated May 5, 2009**
- 3. Third-Party Sublease Agreement between Indian River County and Verizon Wireless Personal Communications LP, and T-Mobile South LLC, dated December 18, 2007**