

## ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") dated as of August 31, 2021, to be effective as of September 2, 2021, is between **ALPINE PARTNERS II, L.P.**, a Pennsylvania limited partnership ("Assignor"), and **FSC CG BRIDGEVILLE PA, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the landlord under that Lease Agreement dated September 12, 2011, as amended by that First Amendment to Lease Agreement dated and effective as of June 28, 2012, and as further amended by that Second Amendment to Lease Agreement effective as of February 1, 2013 (as amended, the "Lease") for the property located at 4000 Energy Drive, Bridgeville, PA 15017, by and between Assignor and Columbia Gas of Pennsylvania, Inc., a Pennsylvania corporation, as tenant.

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated June 30, 2021 (the "Agreement"), pursuant to which Assignee agreed to purchase the real property and improvements described therein (the "Property") from Assignor and Assignor agreed to sell the Property to Assignee, on the terms and conditions contained therein.

WHEREAS, pursuant to the Agreement, Assignor desires to assign its interest as landlord under the Lease to Assignee, and Assignee desires to accept the assignment thereof and assume all of Assignor's interest, rights, duties and obligations, as landlord, under the Lease, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sale of the Property, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the parties hereto agree as follows:

1. As of the date on which the Property is conveyed to Assignee pursuant to the Agreement (the "Closing Date"), Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease and subject to all of the terms and conditions set forth in the Lease.
2. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all liabilities, losses, claims, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and costs (collectively, the "Claims"), originating prior to the Closing Date and arising out of the Assignor's obligations under the Lease.
3. As of the Closing Date, Assignee hereby assumes and agrees to perform all of Assignor's duties and obligations under the Lease and agrees to indemnify Assignor against, and hold Assignor harmless from, any and all Claims originating on or subsequent to the Closing Date and arising out of the Assignee's obligations under the Lease.
4. From and after the date of this Assignment, each party will execute and deliver to the other any further instrument of conveyance, transfer, assignment, endorsement, direction, authorization, assumption, assurance or other documentation and take such other action as the other party or its counsel shall deem reasonably necessary, desirable or proper

in order to carry out the intent and purposes of this Assignment.

5. This Assignment shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

6. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's actual costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs.

7. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

*[Remainder of page left intentionally blank. Signature page to follow.]*

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment and Assumption of Lease as of the day and year first written above.

ASSIGNOR:

**Alpine Partners II, L.P.**  
a Pennsylvania limited partnership

By: Deklewa Development Company, LLC,  
a Pennsylvania limited liability company and its  
General Partner

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

Name: John R Deklewa

Title: Member

ASSIGNEE:

**FSC CG Bridgeville PA, LLC**,  
a Delaware limited liability company

By: Four Springs Capital Trust Operating Partnership, L.P.,  
a Delaware limited partnership  
Its: Sole Member

By: Four Springs Capital Trust,  
a Maryland real estate investment trust  
Its: General Partner

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment and Assumption of Lease as of the day and year first written above.

ASSIGNOR:

**Alpine Partners II, L.P.**  
a Pennsylvania limited partnership

By: Deklewa Development Company, LLC,  
a Pennsylvania limited liability company and its  
General Partner

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

**FSC CG Bridgeville PA, LLC,**  
a Delaware limited liability company

By: Four Springs Capital Trust Operating Partnership, L.P.,  
a Delaware limited partnership  
Its: Sole Member

By: Four Springs Capital Trust,  
a Maryland real estate investment trust  
Its: General Partner

By: Cynthia M. Daly

Name: Cynthia M. Daly

Title: SVP