

# $\frac{SITE\ LICENSE\ AGREEMENT}{(FOR\ US\ SITES-9^{TH}\ AMD\ TO\ THE\ MLA)}$

This Site License Agreement ("SLA") is made and entered into as of the latter signature date hereof ("SLA Effective Date") between The Towers, LLC, a Delaware limited liability company, hereinafter designated as LICENSOR, and T-Mobile South LLC, a Delaware limited liability company, hereinafter designated as LICENSEE.

- 1. <u>Integration with Master License Agreement</u>. This SLA is entered into pursuant to that certain Master License Agreement between T-Mobile USA, Inc., on behalf of its Affiliates, and Vertical Bridge REIT, LLC, a Delaware limited liability company, on behalf of itself and its Affiliates, dated June 11, 2015, and as subsequently amended (collectively, the "MLA"). All of the terms and conditions of the MLA are incorporated herein by this reference and made a part hereof without the necessity of repeating or attaching the MLA. Except as set forth in the MLA, in the event of a contradiction, modification or inconsistency between the terms of the MLA and this SLA, the terms of the MLA shall govern. Capitalized terms used in this SLA shall have the same meaning described for them in the MLA unless otherwise indicated herein.
  - Site Number and Name.
     LICENSOR: US-FL-5391/ Ebenezer
     LICENSEE: 9JK2254A / 9JK2254A
- 3. <u>Site Address and Legal Description</u>. 6295 SE County Rd 245, Lake City, FL 32025. Legal description more particularly described in Attachment 1, attached hereto and incorporated herein.
  - 4. Site Latitude and Longitude. 30.102997, -82.574153.
- 5. <u>Description of Antenna Facilities</u>. LICENSEE Antenna Facilities to be placed on the Property and the location of the Premises are detailed in and shall be consistent with Attachment 2, attached hereto and incorporated herein. LICENSEE'S Antenna Facilities shall not exceed a ten (10) foot vertical envelope on the Tower, but such restriction shall not include Ancillary Facilities and ground based Antenna Facilities.
- 6. <u>Term.</u> The term of this SLA shall be as set forth in Section 2(b) of the MLA and commence upon either:

**X** The earlier of (i) two hundred seventy (270) days after the SLA Effective Date; or (ii) the date of the Notice to Proceed under Section 10(a) of the MLA; or

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- 7. <u>License Fee Commencement</u>. The first payment of the License Fee shall be due on the SLA Commencement Date.
- 8. <u>License Fee Amount</u>. The monthly License Fee for the first year of the Initial Term of this SLA shall be One Thousand Nine Hundred Fifty and 00/100 Dollars (\$1,950.00) to be paid on the first day of the month, in advance, to LICENSOR at the following address: The Towers, LLC, Attn: Cash Application Dept., 750 Park of Commerce Drive, Ste 200, Boca Raton, FL 33487, Ref: US-FL-5391; or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty



(30) days in advance of any License Fee payment date.

-	9. hereto	<u>Prime Lease</u> . If the Property is subject to a Prime Lease, a copy of such agreement is as Attachment 3. If consent is required from the Owner, it is attached hereto as Attachment
	10. 0C@sp:	Licensor Contact for Emergency (not for legal notices): 877-589-6411; x.com; Reference US-FL-5391.
1 611-5868	11. 8.	Licensee Contact for Emergency (not for legal notices): Network Operations Center: 877-
1	12.	Special Provisions (insert any special provisions):
		a. For US Sites only:
		<b>X</b> No structural modifications necessary to accommodate the initial installation of the Antenna Facilities;
		☐ Structural modifications necessary to accommodate initial installation of the Antenna Facilities, but cost of such does not exceed \$50,000;
		☐ Structural modifications necessary to accommodate initial installation of the Antenna Facilities, with cost between \$50,000 and \$100,000, and:
		☐ LICENSEE elects to pay half of the cost that exceeds \$50,000 in the amount
		of \$; or
		☐ LICENSEE elects LICENSOR to pay all of the cost;
		☐ Structural modifications necessary to accommodate initial installation of the Antenna Facilities, cost exceeds \$100,000, and:
		☐ LICENSEE to pay a portion of cost in the amount of \$; or

# REMAINDER OF PAGE INTENTIONALLY BLANK SIGNATURE PAGE TO FOLLOW

☐ LICENSOR to pay all of the cost in the amount of \$ \_\_\_\_\_.



IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals as of the dates written below:

### LICENSOR:

The Towers, LLC,

a Delaware limited liability company

Approved

By: Kow Birick

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Printed Name: Ron Bizick

Title: President and Chief Executive Officer

Date: 7/29/2025

### LICENSEE:

### T-Mobile South LLC,

a Delaware limited liability company



Printed Name: CJ Johnson

Title: Market Director, Jacksonville

Date: 7/29/2025



### ATTACHMENTS:

Attachment 1: Legal Description of Land

Attachment 2: Licensor's Application Form Completed by Licensee

Attachment 3: Prime Lease Attachment 4: Owner's Consent

Attachment 5: Memorandum of Site License Agreement

Attachment 6: Approved Plans



### **ATTACHMENT 1**

### LEGAL DESCRIPTION OF LAND

TOWER PARCEL (OFFICIAL RECORD BOOK 1362, PAGE 2405)

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, THENCE SOUTH 86°14'28" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 FOR 2316.31 FEET; THENCE NORTH 03°45'32" WEST FOR 270.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°45'32" WEST FOR 100.00 FEET; THENCE NORTH 86°14'28" EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE FOR 100.00 FEET; THENCE SOUTH 03°45'32" EAST FOR 100.00 FEET; THENCE SOUTH 86°14'28" WEST ALONG A LINE PARALLEL WITH SAID SOUTH LINE FOR 100.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 10,000 SQUARE FEET (0.23 ACRES), MORE OR LESS.

30-FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT (OFFICIAL RECORD BOOK 1362, PAGE 2405)

THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, LYING WITHIN 15 FEET OF BOTH SIDES OF A CENTERLINE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, THENCE SOUTH 86°14'28" WEST ALONG

THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 FOR 2316.31 FEET; THENCE NORTH 03°45'32" WEST FOR 270.67 FEET TO THE SOUTHWEST CORNER OF A 100 FOOT BY 100 FOOT TOWER PARCEL; THENCE CONTINUE NORTH 03°45'32" WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 25.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE SOUTH 86°14'28" WEST FOR 231.37 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF PRINCE CREEK ROAD / COUNTY ROAD 245 AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 6,941 SQUARE FEET (0.159 ACRES), MORE OR LESS.



### **ATTACHMENT 2**

# LICENSOR'S APPLICATION FORM COMPLETED BY LICENSEE – DESCRIPTION OF ANTENNA FACILITIES



**COLOCATION APPLICATION - P-066320** 

Version 4

T-Mobile South LLC

Vertical Bridge REIT, LLC. 750 Park of Commerce Dr, ste 200 Boca Raton, FL 33487

### **SUMMARY**

**PRIMARY INFO** P-066320

Application #:

**Application Version:** 4 (Submitted: 6/20/2025 5:59:00 PM)

Application Type: Broadband **Application Name:** 9JK2254a

Lease Type: New Lease

**ASR Number:** 

Description: Collocation with (6) antennas, (6) RRUs, (3) hybrid cables at 230' RAD with (2)

cabinets within 15' x 20' lease area. Lease entitlements for (1) MW dish, (1) ODU, (1) power cable, (1) fiber cable and

(1) diesel generator.

**VERTICAL BRIDGE SITE INFO** 

VB Site #: US-FL-5391

**VB Site Name:** Ebenezer

30.10299700 Latitude:

Longitude: -82.57415300

Structure Type: SST

Structure Height: 250.0000

Site Address: 6295 SE County Rd 245 -

Lake City, FL 32025

**VERTICAL BRIDGE DEAL TEAM** 

LPM: ROM: RLM: Darlene Martin Jamie Harris **Tavares Nunn** 

Jamie.Harris@verticalbridge.com Darlene.Martin@verticalbridge.com Tavares.Nunn@verticalbridge.com

(941) 374-5513 (561) 923-0685 (678) 709-3525

**TENANT LEGAL INFO APPLICANT** 

T-Mobile South LLC Name: **Tenant Legal Name:** Gillian Bearns

State of Registration: Delaware Address: 4741 Free Union Rd.

Free Union, VA 22940

Type of Entity: LLC

Carrier NOC #: 8776115868 **Phone Number:** (434) 327-9788

Tenant Site #: 9JK2254A **Email Address:** gillian.bearns@smartlinkgroup.com

**Tenant Site Name:** 9JK2254A

### FINAL LEASED RIGHTS CONFIGURATION TOTALS

This is a summary of your remaining existing equipment plus the new equipment.

FINAL EQUIPMENT		
QTY	Equipment Type	
1	ODU	
1	Microwave Dish	
6	RRU	
6	Panel	

FINAL LINES		
QTY	Line Type	
1	Fiber	
1	Other	
3	Hybrid	

### FREQUENCY & TECHNOLOGY INFO



COLOCATION APPLICATION - P-066320

Version 4

T-Mobile South LLC

Vertical Bridge REIT, LLC. 750 Park of Commerce Dr, ste 200 Boca Raton, FL 33487

Type of Tehnology: B	roadband \	Wireless
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Is TX Frequency Licensed: Yes

TX Frequency: 2496-2690, 1695-2690, 698-715, 663-698, 612-652, 698-704

Is RX Frequency Licensed:

RX Frequency: 2496-2690, 617-894, 617-652, 728-745, 663-698, 728-734

	CTBIL	
MOUNT &		

MOUNT ANALYSIS		STRUCTURAL HARD COPIES	
Provided by Tenant:	No	Required:	No
To Be Run by VB:	No	Number of Hard Copies:	
Include Mount Mapping:	No		

### **CONTACTS**

INVOICE CONTACT						
Attention To	Name	Address	Phone Number 1	Phone Number 2	Email 1	Email 2
	Brittnee	10 Church Circle	(312) 869-1109		brittnee.zimmerman	
	Zimmerman	Annapolis, MD 21401			@smartlinkgroup.com	

PO CONTACT			
Name	Phone	Email	
Noelle Moeller	(813) 934-8413	Noelle.Moeller@t-mobile.com	

LEASING CONTACT			
Name	Phone	Email	
Noelle Moeller	(843) 696-2817	noelle.moeller@t-mobile.com	

STRUCTURAL HARD COPIES CONTACT		
Name	Address	
Nick Windham	10 Church Circle Annapolis, MD 21401	

NOTICE CONTACT				
Notice To	Attention To	Name	Address	
	Noelle Moeller	Noelle Moeller	12920 SE 38TH St Bellevue, WA 98006	



Vertical Bridge REIT, LLC. 750 Park of Commerce Dr, ste 200 Boca Raton, FL 33487

RF CONTACT						
Name	Phone	Email				
Max Shuman	(000) 000-0000	Ernest.Shuman@T-Mobile.com				
TENANT CONSTRUCTION MANAGER CONTA	СТ					
Name	Phone	Email				
Andrew Demara	(000) 000-0000	Andrew.Demara1@t-mobile.com				
EMERGENCY CONTACT						
Name	Phone	Email				
T-Mobile NOC	(877) 611-5868	property.management@t-mobile.com				

## LINE & EQUIPMENT

NEV	NEW LINE(S)							
Qty	Line Type	Line Diameter(In.)	Line Location	Comments				
1	Fiber	0.6	Interior					
1	Other	0.325	Interior					
3	Hybrid	2	Exterior					

NEV	NEW EQUIPMENT									
Qty	Equipment Type	Mount RAD Height	Equipment RAD Height (H')	Mount Type	Manfacturer	Model Number	Dimensions (H"xW"xD")	Weight (Lbs.)	Azimuth	Comments
1	ODU	230.00	230.00	Pipe Mount	Ceragon	IP- 20A	12.50 x 11.20 x 4.20	26.50	0	
3	RRU	230.00	230.00	Sector Frames	Ericsson	4460	17.00 x 15.00 x 12.00	109.00	350, 110, 240	
3	Panel	230.00	230.00	Sector Frames	Commscope	FFVV- 65C- R3N23 (Octo)	96.00 x 22.00 x 8.00	103.00	350, 110, 240	Site Pro VFA-12HD
3	Panel	230.00	230.00	Sector Frames	Ericsson	AIR 6419 B41 (Active Antenna - Massive MIMO)	35.00 x 20.00 x 8.00	68.50	350, 110, 240	Site Pro VFA-12HD
3	RRU	230.00	230.00	Sector Frames	Ericsson	4480	22.00 x 15.00 x 12.00	93.00	350, 110, 240	
1	Microwave Dish	230.00	230.00	Pipe Mount	Andrew	Crgn & Stnd UBR100 Int	39.30 x 36.00 x 15.20	101.40	0	

### **ADDITIONAL SITE REQUIREMENTS**



Vertical Bridge REIT, LLC. 750 Park of Commerce Dr, ste 200 Boca Raton, FL 33487

GROUND & INTERIOR SPACE REQUIREMENTS							
Requirement Type	Total Lease Area (L x W)	Cabinet Required	Cabinet Area (L x W)	Shelter Required	Shelter Pad (L x W)	Comments	
New	15.00 x 20.00						

GENERATOR REQUIREMENTS								
Requirement Type	Fuel Type	Kilowatt Size	Pad Dimensions (L x	Generator	Fuel Tank	Comments		
			D)	Manufacturer	Manufacturer			
New	Diesel	48	4.00 x 9.00	Generac	Generac			

AC POWER REQUIREMENTS					
Meter Type	Additional Details	Comments			
New Tenant Meter					

BACKHAUL REQUIREMENTS							
Requirement Type	Cable Type	Number of Points of Entry	Riser Size (Inches)	Comments			
New	Fiber	1	2.00	TBD			



### **ATTACHMENT 3**

### PRIME LEASE

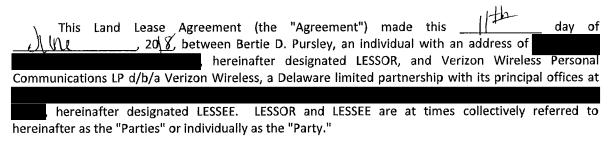
Land Lease Agreement dated June 11, 2018

Assignment and Assumption of Land Lease Agreement dated October 19, 2022

Omnibus Distribution and Contribution Agreement dated May 22, 2024

LESSEE Site ID: Ebenezer / 9066272

### LAND LEASE AGREEMENT



### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1. <u>GRANT</u>. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that certain real property owned, leased or controlled by LESSOR and located along SE CR 245, Lake City, Florida 32025 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is a portion of the Property containing approximately 10,000 square feet, and it is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSOR also grants to LESSEE the right to survey the Property and the Premises. Said survey shall then become Exhibit "C" attached hereto and made a part hereof and shall control in the event of any boundary and access discrepancies between it and Exhibit "B".
- 2. <u>INITIAL TERM</u>. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month immediately following the date upon which LESSEE begins installation of LESSEE's communications equipment (the "Commencement Date"). The Parties agree to acknowledge the Commencement Date in writing.
- 3. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

### 4. RENTAL.

- (b) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and

local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

- (c) As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of \$\frac{1}{2}\text{...}\$ which shall be considered as "additional rent" for the Premises for the period beginning on the Effective Date until the Commencement Date; such signing bonus shall be paid within 60 days from the Effective Date. LESSOR recognizes that Section 2 of this Agreement governs the Commencement Date and that this Section 4(c) does not impact whether or not LESSEE chooses to commence the Term.
- 5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purposes of installation, operation and maintenance of LESSEE's communications equipment over or along a 30 foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may also use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).
- 6. <u>CONDITION OF PROPERTY</u>. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).
- 7. <u>IMPROVEMENTS</u>. The communications equipment, including, without limitation, the tower structure, antennae, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, including, without limitation, the tower structure, antennae, conduits, fencing and other screening, and other improvements, or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment or other improvements are listed on any exhibit to this Agreement.
- 8. <u>GOVERNMENT APPROVALS</u>. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively, the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.
- 9. <u>TERMINATION</u>. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR: (a) if any applications for such Government Approvals should be finally rejected; (b) if any Government Approval issued to LESSEE is canceled, expires, lapses

or is otherwise withdrawn or terminated by any Government Entity; (c) if LESSEE determines that such Government Approvals may not be obtained in a timely manner; (d) if LESSEE determines any structural analysis is unsatisfactory; (e) if LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (f) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (g) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or 10. assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (a) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (b) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this Paragraph 10. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

### 11. <u>INSURANCE.</u>

- (a) Notwithstanding the indemnities in Paragraphs 10 and 24, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.
- (b) LESSEE will maintain at its own cost commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. LESSEE shall include LESSOR as an additional insured as its interest may appear under this Agreement.
- (c) LESSOR hereby acknowledges that all portions of the Property within 300' of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. In the event that the current use of the Insurance Buffer changes during the Term, LESSOR agrees that at such time and in the future, and at its own cost and expense, it will maintain commercial general liability insurance with

limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

12. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

### 13. <u>INTERFERENCE</u>.

- (a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.
- (b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at 800-621-2622) or to LESSOR (at 850-556-3633), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.
- (c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.
- 14. <u>REMOVAL AT END OF TERM.</u> Upon expiration or within 90 days of any earlier termination of this Agreement, LESSEE shall remove LESSEE's communications equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 15.
- 15. <u>HOLDOVER</u>. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.
- 16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option

for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

- 17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (a) to sell or otherwise transfer all or any part of the Property or (b) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement, and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.
- 18. <u>LESSOR'S TITLE.</u> LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.
- 19. <u>ASSIGNMENT</u>. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to: (a) any entity in which the Party directly or indirectly holds an equity or similar interest; (b) any entity which directly or indirectly holds an equity or similar interest in the Party; or (c) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may

not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. <u>NOTICES</u>. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSEE: Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (each, a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (each, a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (a) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (b) agrees to attorn to Lender if Lender becomes the owner of the Property and (c) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of

such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

- 22. <u>DEFAULT</u>. It is a "Default" if: (a) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice; or (b) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.
- 23. <u>REMEDIES</u>. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE.
- 24. <u>ENVIRONMENTAL</u>. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.
- 25. <u>CASUALTY</u>. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.
- 26. <u>CONDEMNATION</u>. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any

condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. <u>APPLICABLE LAWS</u>. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

### 28. TAXES.

- (a) LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.
- (b) LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.
- 29. <u>NON-DISCLOSURE</u>. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the

Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

- 30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.
- 31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[The remainder of this page is intentionally blank; signatures appear on the following page.]

WITNESS

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:** 

# Bertie D. Pursley, an individual By: Bertie D. Pursley WITNESS Date: 5/12/18 LESSEE: Verizon Wireless Personal Communications LP d/b/a Verizon Wireless WITNESS Name: Frank Wise

Date:

Its: Executive Director, Network Field Engineering

### **EXHIBIT "A"**

### **DESCRIPTION OF PROPERTY**

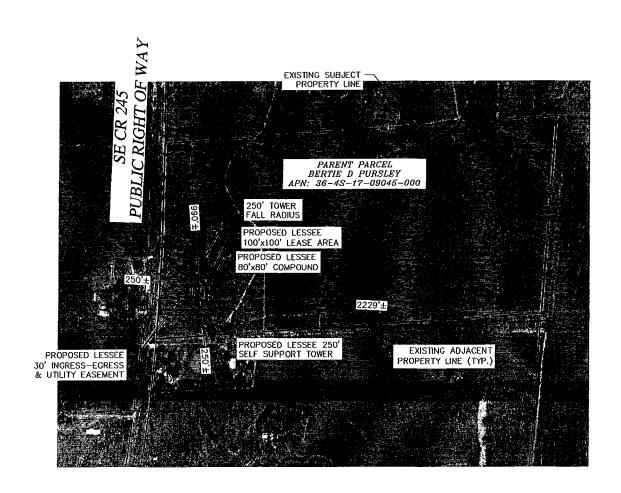
That portion of the North one-half (N ½) of the Northwest one-quarter (NW ¼) of Section 36, Township 4 South, Range 17 East, Columbia County, Florida, lying East of County Road 245, LESS AND EXCEPT those portions thereof described in Official Records Book 741, Page 751, and in Official Records Book 742, Page 11, both of the Public Records of Columbia County, Florida.

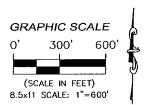
Columbia County, Florida Property Appraiser Parcel ID Number: 36-4S-17-09045-000

### **EXHIBIT** "B"

### SITE PLAN OF THE PREMISES

[See attached three (3) pages.]





### **OVERALL SITE PLAN**

VERIZON WIRELESS IS REFERRED TO IN THIS EXHIBIT AS LESSEE

REVISION: A

DATE: 02/07/2018

SHEET 1 OF 3

PROJECT #589.005

PROJECT:

### EBENEZER

VERIZON LOCATION CODE: 477683 GOZER #: 9066272

LOCATED AT: SE CR 245 LAKE CITY, FL 92025

LATITUDE: TED LONGITUDE: TED PREPARED FOR:

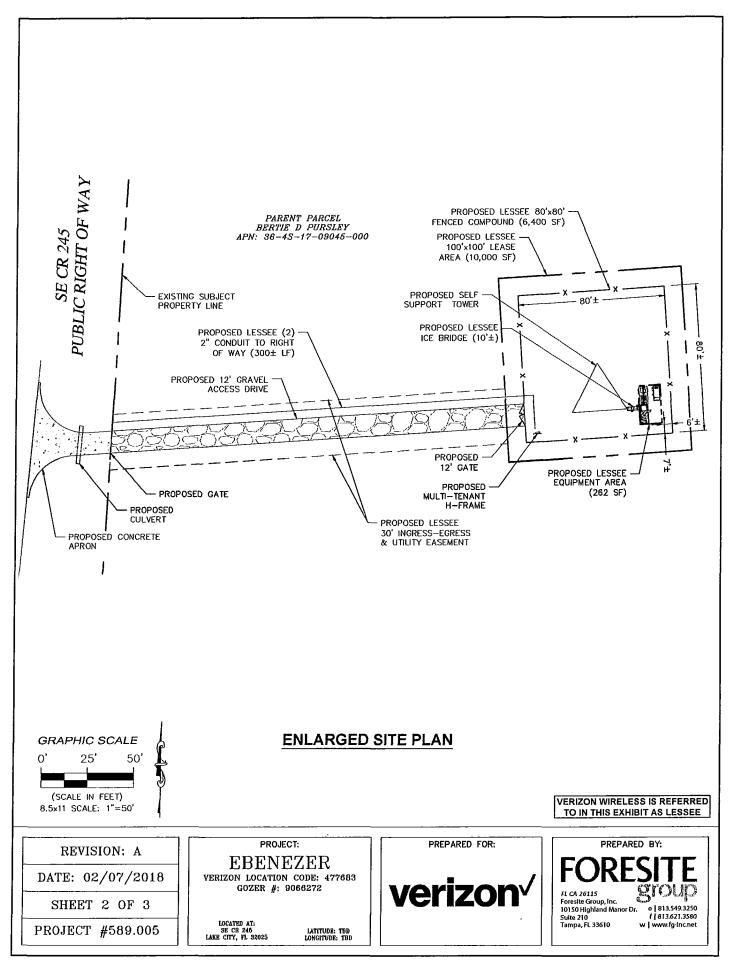
verizon/

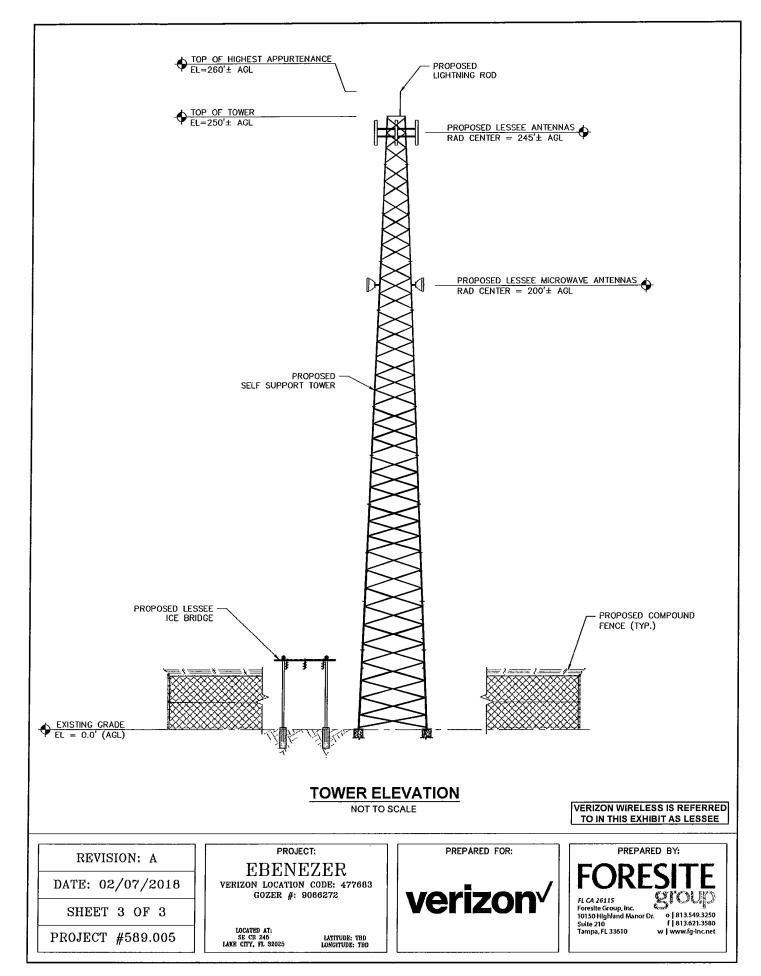
PREPARED BY:

FORESITE

FL CA 26115
Foresite Group, Inc.
10150 Highland Manor Dr.

| B13,549,3250

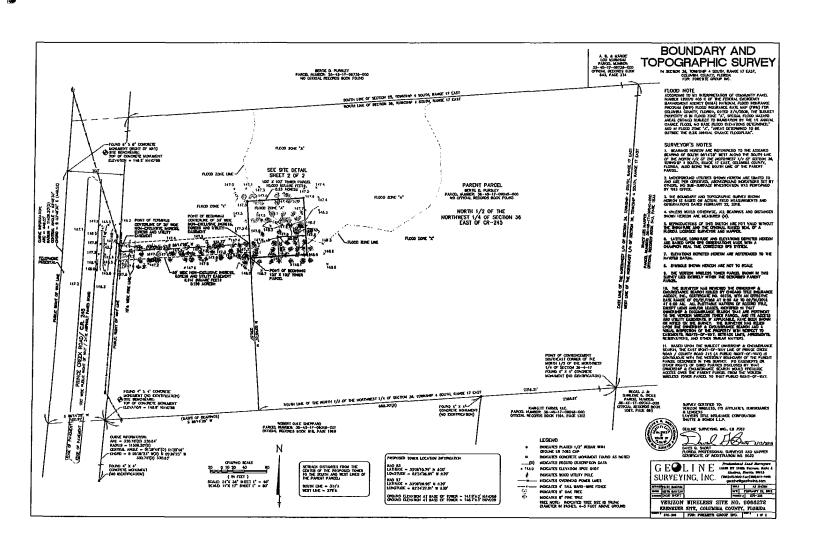


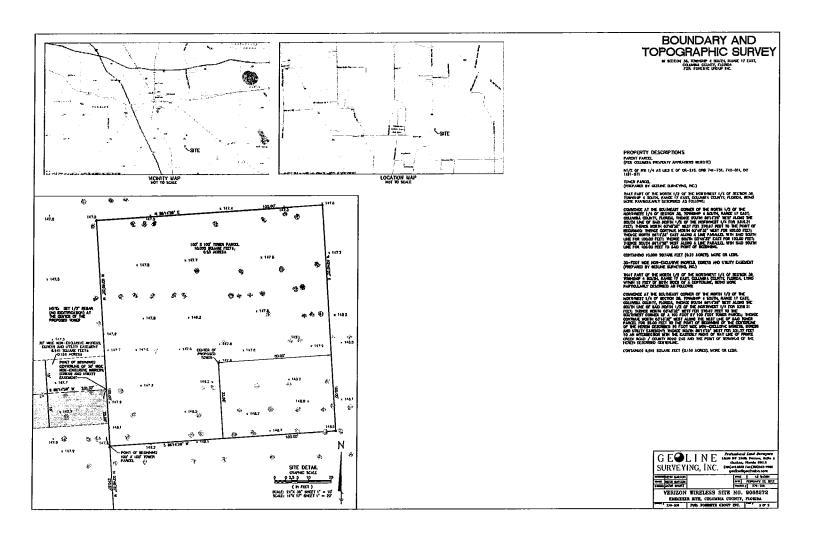


### EXHIBIT "C"

### **SURVEY**

[See attached two (2) pages.]





Assignor Site Name / Location No.: Ebenezer / 477683 Assignee Site No. / Name: US-FL-5391 / Ebenezer

### ASSIGNMENT AND ASSUMPTION OF LAND LEASE AGREEMENT

THIS ASSIGNMENT AND	ASSUMPTION	OF LAND	LEASI	E AG	REEME	NT (this
"Assignment") is entered into on	10/19/2022			_ by	and	between
Cellco Partnership d/b/a Verizon W	Vireless, having a	n office addr	ess of			
		("Assign	or"), ¯	and	Vertical	Bridge
Development, LLC, a Delaware limit	ited liability comp	any, with its	princip	oal off	rice at 750	0 Park of
Commerce Dr., Suite 200, Boca Rato	on, Florida 33487,	Attn: Gener	al Cou	nsel (	"Assigne	ee"). The
Assignor and Assignee are at times col	lectively referred	to hereinafter	as the '	'Parti	es" or ind	ividually
as the "Party."						

### WITNESSETH

WHEREAS, Bertie D. Pursley, an individual (as lessor) (the "Owner") and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless (as lessee) entered into that certain Land Lease Agreement dated June 11, 2018 (the "Ground Lease"), whereby Owner leased to Verizon Wireless Personal Communications LP d/b/a Verizon Wireless a certain portion of real property located on SE CR 245, Lake City, Florida 32025 (the "Property") containing approximately 10,000 square feet (the "Ground Lease Space") for the purpose of constructing, supporting, operating, and maintaining a communication facility, including, but not limited to, a tower ("Tower") and other structures. A copy of the Ground Lease and all amendments thereof are attached as Exhibit A. The Ground Lease is documented by that certain Memorandum of Land Lease Agreement dated June 11, 2018 recorded in the Office of the Clerk of Court for Columbia County, Florida, on June 21, 2018 in Book 1362, Page 2405; and

**WHEREAS**, Assignor is the successor in interest to Verizon Wireless Personal Communications LP d/b/a Verizon Wireless; and

WHEREAS, Assignor desires to assign all of its rights, duties, interests and obligations in, to and under the Ground Lease together with certain tangible and intangible property, if any, listed on Exhibit B attached hereto (collectively, the "Assigned Property").

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, hereby agree as follows:

1. **Assignment of Ground Lease**. Subject to Section 2 hereof, effective as of <u>11:59</u> <u>pm on OCTOBER 31, 2022</u> (the "Transfer Date"), Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Lease to Assignee.

- 2. **Consent of Owner**. To the extent Owner's consent to Assignor's assignment of the Ground Lease is required under the terms of the Ground Lease, such consent is attached hereto as **Exhibit C**.
- Assigner that to Assignor's current actual knowledge (without investigation) (a) Assignor has a valid leasehold interest in and to the Ground Lease Space pursuant to the Ground Lease, (b) Assignor is not in default under the Ground Lease, and (c) the execution, delivery and performance by Assignor of its obligations pursuant to this Assignment are within the authority of Assignor and have been authorized by all necessary proceedings and do not and will not contravene any provision of law. Assignor shall indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs of any nature whatsoever (collectively, "Losses and Liabilities") resulting from a breach of any of the foregoing representations and any and all Losses and Liabilities arising out of or in any way related to the Ground Lease prior to the Transfer Date.
- 4. **Acceptance and Assumption of Ground Lease**. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and expressly assumes all of Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date. Assignee expressly assumes the performance of all terms, obligations, covenants and provisions of the Ground Lease and agrees to perform all the terms, obligations, covenants and conditions of the Ground Lease. Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease after the Transfer Date.
- Transfer of Tangible and Intangible Property. Assignor hereby assigns and transfers, to the extent assignable without cost to Assignor, all of its right, title, claim and interest in and to the tangible and intangible property constituting a portion of the Assigned Property (the "Personal Property"). Both Parties expressly acknowledge that the assignment of the Personal Property is being made without representation or warranty of any kind from Assignor with respect thereto, whether express or implied (all any such representations or warranties are hereby disclaimed). The Parties agree that it is the responsibility of the Assignee to independently research, review and verify any and all information provided to it by Assignor as well as any condition, requirement, report or approval needed for the Tower, whether or not the same has been provided to Assignee. Moreover, Assignee must ensure all necessary governmental approvals are obtained for construction and operation of the Tower and communications facility. Assignor shall not be liable on account of Assignee's failure to satisfy this responsibility. If provided to Assignee, Assignee agrees that Assignor's Phase I Environmental Site Assessment shall not be disclosed to third parties except as required by law. Assignee will be responsible for the cost of any updates or reliance letters related to any assigned reports. Assignee will be responsible for any future obligations arising from any zoning approvals, permits, or other developmental grants.

- 6. **Successors and Assigns**. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 7. **Memorandum of Assignment and Assumption of Land Lease Agreement**. The Parties agree to enter into the Memorandum of Assignment and Assumption of Land Lease Agreement attached hereto as **Exhibit D** that Assignee shall record.
- 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.
- 9. **Attorneys' Fees and Costs**. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs.
- 10. **Governing Law**. This Assignment shall be governed, interpreted, construed and regulated by the laws of the State in which the Ground Lease Space is located without regard to principles of conflicts of laws.
- 11. **Submission of Assignment/Authority**. The submission of this Assignment for examination does not constitute an offer and this Assignment becomes effective only upon the full execution of this Assignment by the Parties. Each of the Parties hereto warrants to the other that the person or persons executing this Assignment on behalf of such Party has the full right, power and authority to enter into and execute this Assignment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Assignment.
- 12. **Entire Agreement**. This Assignment, including each Exhibit attached hereto, and all other documents specifically referenced herein constitute the entire agreement between the Parties. Any amendments to this Assignment must be in writing and executed by both Parties.
- 13. **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, and this Assignment, other than the Memorandum above, may be executed by electronic means.

[Signatures and acknowledgements on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Assignment effective as of the Transfer Date.

### **ASSIGNOR:**



### Cellco Partnership d/b/a Verizon Wireless

By:
Name Thomathan Montenegro

Title: Sr Real Estate Manager
Date: 10/19/2022

### **ASSIGNEE:**

Vertical Bridge Development, LLC a Delaware limited liability company

By:
Name Alexander Gellman
Title: CEO
Date: 10/19/2022

TC DS

### OMNIBUS DISTRIBUTION AND CONTRIBUTION AGREEMENT

This Omnibus Distribution and Contribution Agreement (the "<u>Agreement</u>"), effective as of May 22, 2024 (the "<u>Effective Date</u>"), is by and among the parties listed on Schedule I attached hereto ("<u>Parties</u>"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Fourth Amended and Restated Indenture, dated as of the date hereof, by and among VB-S1 Issuer, LLC, the Asset Entities party thereto and Deutsche Bank Trust Company Americas, as indenture trustee, as amended, supplemented or otherwise modified from time to time.

WHEREAS, VB Development owns either a fee simple interest or a leasehold interest in the Tower Sites identified on Schedule II attached hereto (collectively, the "<u>Tower Sites</u>" or "Assets");

WHEREAS, VB Development desires to distribute all of its rights, title and interests in, and VB Holdco desires to accept such distribution and to assume all of VB Development's duties and obligations relating to, the Assets;

WHEREAS, upon receipt of the Assets, VB Holdco desires to distribute all of its rights, title and interests in, and VB Holdco Parent desires to accept such distribution and to assume all of VB Holdco's duties and obligations relating to, the Assets;

WHEREAS, upon receipt of the Assets, VB Holdco Parent desires to distribute all of its rights, title and interests in, and VB LPE desires to accept such distribution and to assume all of VB Holdco Parent's duties and obligations relating to, the Assets;

WHEREAS, upon receipt of the Assets, VB LPE desires to contribute all of its rights, title and interests in the Towers Assets, and Towers Parent desires to accept such contribution and to assume all of VB LPE's duties and obligations relating to, the Towers Assets;

WHEREAS, upon receipt of the Towers Assets, Towers Parent desires to contribute all of its rights, title and interests in the Towers Assets, and Towers desires to accept such contribution and to assume all of Towers Parent's duties and obligations relating to, the Towers Assets;

WHEREAS, upon receipt of the Assets, VB LPE desires to contribute all of its rights, title and interests in the VB-S1 Assets, and VB-S1 Parent desires to accept such contribution and to assume all of VB LPE's duties and obligations relating to, the VB-S1 Assets;

WHEREAS, upon receipt of the VB-S1 Assets, VB-S1 Parent desires to contribute all of its rights, title and interests in the VB-S1 Assets, and VB-S1 Issuer desires to accept such contribution and to assume all of VB-S1 Parent's duties and obligations relating solely to, the VB-S1 Assets; and

WHEREAS, upon receipt of the VB-S1 Assets, VB-S1 Issuer desires to contribute all of its rights, title and interests in the VB-S1 Assets, and VB-S1 desires to accept such contribution and to assume all of VB-S1 Issuer's duties and obligations relating solely to, the VB-S1 Assets.

NOW, THEREFORE, in consideration of the foregoing promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. <u>Distribution, Contribution and Assumption</u>.

- (a) VB Development hereby distributes, assigns, grants, conveys and transfers to VB Holdco all of VB Development's right, title and interest in and to the Assets. VB Holdco hereby accepts such distribution and assumes all of VB Development's duties and obligations relating to the Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of VB Development relating to the Assets accruing on and after the Effective Date.
- (b) VB Holdco hereby distributes, assigns, grants, conveys and transfers to VB Holdco Parent all of VB Holdco's right, title and interest in and to the Assets. VB Holdco Parent hereby accepts such distribution and assumes all of VB Holdco's duties and obligations relating to the Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of Holdco relating to the Assets accruing on and after the Effective Date.
- (c) VB Holdco Parent hereby distributes, assigns, grants, conveys and transfers to VB LPE all of VB Holdco Parent's right, title and interest in and to the Assets. VB LPE hereby accepts such distribution and assumes all of VB Holdco Parent's duties and obligations relating to the Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of VB Holdco Parent relating to the Assets accruing on and after the Effective Date.
- (d) VB LPE hereby contributes, assigns, grants, conveys and transfers to Towers Parent all of VB LPE's right, title and interest in and to the Towers Assets. Towers Parent hereby accepts such contribution and assumes all of VB LPE's duties and obligations relating to the Towers Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of VB LPE relating to the Towers Assets accruing on and after the Effective Date.
- (e) Towers Parent hereby contributes, assigns, grants, conveys and transfers to Towers all of Towers Parent's right, title and interest in and to the Towers Assets. Towers hereby accepts such contribution and assumes all of Towers Parent's duties and obligations relating to the Towers Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of Towers Parent relating to the Towers Assets accruing on and after the Effective Date.
- (f) VB LPE hereby contributes, assigns, grants, conveys and transfers to VB-S1 Parent all of VB LPE's right, title and interest in and to the VB-S1 Assets. VB-S1 Parent hereby accepts such contribution and assumes all of VB LPE's duties and obligations relating to the VB-S1 Assets and agrees to pay, perform and discharge, as and when due,

all of the obligations of VB LPE relating to the VB-S1 Assets accruing on and after the Effective

- VB S1-Parent hereby contributes, assigns, grants, conveys and transfers to VB-S1 Issuer all of VB S1-Parent's right, title and interest in and to the VB-S1 Assets. VB-S1 Issuer hereby accepts such contribution and assumes all of VB S1 Parent's duties and obligations relating to the VB-S1 Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of VB S1-Parent relating to the VB-S1 Assets accruing on and after the Effective Date.
- (h) VB S1-Issuer hereby contributes, assigns, grants, conveys and transfers to VB-S1 all of VB S1-Issuer's right, title and interest in and to the VB-S1 Assets. VB-S1 hereby accepts such contribution and assumes all of VB S1 Issuer's duties and obligations relating to the VB-S1 Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of VB S1-Issuer relating to the VB-S1 Assets accruing on and after the Effective Date.
- 2. <u>Representations and Warranties</u>. The distributions, contributions and assumptions effected hereunder are made without representation, warranty, guarantee, or other assurance or covenant of any kind by each of the Parties, and without recourse with respect to any Party or with respect to any of the partners, members, officers, agents, employees, representatives or other constituent entities of the Parties, except that the Parties, as applicable, represent, warrant and covenant as follows:
  - (a) (x) Each of the applicable Parties holds title to the applicable Assets following the applicable distribution or contribution, free and clear of any Liens other than Permitted Encumbrances, and has the requisite power and authority to transfer and assign the Assets and (y) each Party as applicable will defend such other Party's title to the applicable Assets against the claims and demands of all other persons arising out of such Party's ownership of the Assets;
  - (b) the Customer Contracts are in full force and effect and have not been amended, modified, supplemented or waived, orally or in writing, except as disclosed to the Parties; and
  - (c) each Party has performed all obligations that the Customer Contracts required the Party to perform on or before the Effective Date and each Party is in full compliance with Customer Contracts as of the Effective Date except as stated in this Agreement.
- 3. <u>Further Assurances</u>. From time to time hereafter, each of the Parties hereto hereby agrees to do all such acts and things and to execute and deliver, or cause to be executed and delivered all such documents, notices, instruments and agreements as may be necessary or desirable to give effect to the provisions and intent of this Agreement. Without limiting the foregoing, each Party will indicate in its records that the Assets have been assigned.
- 4. <u>True Distributions and Contributions</u>. Each Party intends the conveyance of the Assets to be true distributions and contributions. Each Party intends that the Assets conveyed not

be part of the bankruptcy estate of a Party in the event of any bankruptcy petition by or against such Party, as applicable, under any bankruptcy or similar law.

- 5. <u>Survivability</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 6. <u>Severability of Provisions</u>. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.
- 7. <u>Governing Law.</u> This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, all rights and remedies being governed by such laws
- 8. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts (including by facsimile or other electronic means, including telecopy, email or otherwise), each of which so executed shall be deemed to be an original, but all such respective counterparts shall together constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including, without limitation, via Portable Document Format or "PDF" and DocuSign or other similar method) shall be as effective as delivery of a manually executed counterpart hereof. The parties hereto agree that this Agreement and any additional information incidental hereto may be maintained as electronic records.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

VB LPE, LLC, a Delaware limited liability company

By:

DocuSigned by:
Allison Cannella

Name: Allison Cannella
Title: Authorized Signatory

The Towers Parent, LLC, a Delaware limited liability company

By:

— DocuSigned by:
Allison Cannella

Name: Allison Cannella
Title: Authorized Signatory

The Towers, LLC, a Delaware limited liability

By:

—DocuSigned by:
Allison Cannella

Name: Allison Cannella
Title: Authorized Signatory

By:

Allison Cannella

Name: Allison Cannella Title: Authorized Signatory VB S-1 Issuer, LLC, a Delaware limited liability company

By:

Allison Cannella

DocuSigned by:

Name Addison Cannella
Title: Authorized Signatory

VB-S1 Assets, LLC, a Delaware limited liability company

—DocuSigned by:

Allison Cannella

Name: Allison Cannella Title: Authorized Signatory

Vertical Bridge Holdco Parent, LLC, a Delaware limited liability company

DocuSigned by:
Allison Cannella

By:

Name: Allison Cannella

Title: Authorized Signatory

Vertical Bridge Holdco, LLC, a Delaware limited liability company, a Delaware limited liability company

By:

By:

Allison Cannella

Name: Allison Cannella

Title: Authorized Signatory

Vertical Bridge Development, LLC, a Delaware limited liability company

. .

Allison Cannella

DocuSigned by:

Name: Allison Cannella

Title: Authorized Signatory

# **SCHEDULE I**

# **Parties**

The Towers Parent, LLC, a Delaware limited liability company ("Towers Parent")
VB LPE Parent, LLC, a Delaware limited liability company (the "VB LPE Parent")
The Towers, LLC, a Delaware limited liability ("Towers")
Vertical Bridge REIT, LLC, a Delaware limited liability company ("REIT")
VB LPE, LLC, a Delaware limited liability company ("VB LPE")
VB-S1 Parent, LLC, a Delaware limited liability company ("VB-S1 Parent")
VB S-1 Issuer, LLC, a Delaware limited liability company ("VB-S1 Issuer")
VB-S1 Assets, LLC, a Delaware limited liability company ("VB-S1")
Vertical Bridge Holdco Parent, LLC, a Delaware limited liability company ("VB Holdco Parent")
Vertical Bridge Holdco, LLC, a Delaware limited liability company ("VB Holdco")
Vertical Bridge Development, LLC, a Delaware limited liability company ("VB Development")

### **SCHEDULE II**

# **Tower Sites / Assets**

The "Towers Assets" and "VB-S1 Assets" shall be collectively referred to herein as the "Assets".

# The following constitute the "Towers Assets":

US-AK-5250	US-FL-5394	US-NC-5137
US-AK-5269	US-FL-5396	US-OH-5341
US-AL-5113	US-FL-5418	US-SC-5142
US-FL-5391	US-GA-5252	
US-FL-5393	US-GA-5271	

# The following constitute the "VB-S1 Assets":

US-AK-5241	US-IA-5083	US-PA-5143
US-AK-5244	US-IA-5084	US-TX-5652
US-AL-5078	US-IA-5087	US-TX-5804
US-CA-5146	US-IA-5088	US-VT-5012
US-CA-7023	US-IA-5094	US-VT-7001
US-CA-7024	US-IA-5099	US-WA-5129
US-CO-5082	US-IA-5104	US-WI-5307
US-DE-5007	US-IA-5106	US-WI-5311
US-FL-5153	US-IA-5107	US-WI-5314
US-FL-5384	US-IA-5137	US-WI-5316
US-FL-5452	US-IA-5148	US-WI-5317
US-FL-7008	US-IA-5150	US-WI-5318
US-FL-7010	US-IA-5153	US-WI-5319
US-FL-7012	US-IA-5166	US-WI-5321
US-IA-5068	US-IA-5179	US-WI-5324
US-IA-5071	US-IA-5190	US-WI-5325
US-IA-5079	US-ME-5012	US-WI-5331
US-IA-5081	US-ME-5023	
US-IA-5082	US-OR-5040	



LICENSOR's Site Number: US-FL-5391 / Ebenezer LICENSEE's Site Number: 9JK2254A / 9JK2254A

### **ATTACHMENT 4**

### OWNER'S CONSENT

Owner's consent is attached hereto if required under the Prime Lease.

N/A



#### **ATTACHMENT 5**

#### MEMORANDUM OF SITE LICENSE AGREEMENT

# SAMPLE ONLY - DO NOT SIGN

#### MEMORANDUM OF SITE LICENSE AGREEMENT

This Memorandum of Site Lie	cense Agreement is entered into as of th	e latter signature date hereof			
by and between	, a Delaware limited liability	company, with an office at			
(hereinafter re	eferred to as "LICENSOR"), and	, a Delaware			
	ice located at				
Effective Date of the operating and maintaining foregoing is set forth in the 2. The SLA has an initial term, 20 and options to renew. If all opt years from the SLA Comm 3. The Land is legally described.  4. The duplicate original addresses set forth above.	m of five (5) years commencing on the d ending on, with five ( ions to renew are exercised, the SLA whencement Date.  Deed in Attachment 1 annexed hereto.  I copies of the SLA are held at LICE.  The Parties have executed this Memoral	or the purpose of installing, her improvements. All of the SLA Commencement Date 5) successive five (5) year ill have a term of thirty (30) NSOR'S and LICENSEE'S			
LIGENGOR	MACHINE				
LICENSOR:	LICENSEE:				
Printed Name:	Printed Name:				
Title:	Title: Title:				
Data:					



LICENSOR's Site Number: US-FL-5391 / Ebenezer LICENSEE's Site Number: 9JK2254A / 9JK2254A

STATE OF FLORIDA	)	
	) ss.	
COUNTY OF PALM BEACH	)	
appeared before me, and said person he/she was authorized to execute	actory evidence thatacknowledged that he/she signed this inst the instrument and acknowledged it a and voluntary act of such Party for the use	rument, on oath stated that s the of
in the instrument.		
	Dated:	
	Notary Public: Print: My commission expi	
(Use this space for notary stamp/seal	•	105.
STATE OF	) ) ss.	
COUNTY OF	)	
before me, and said person acknow was authorized to execute the instr	tory evidence that is edged that he/she signed this instrument, ment and acknowledged it as the be the free and voluntary act of such Party	on oath stated that he/she of
	Dated:	
(Use this space for notary stamp/seal)	Notary Public: Print: Name: My commission expir	res:



LICENSOR's Site Number: US-FL-5391 / Ebenezer LICENSEE's Site Number: 9JK2254A / 9JK2254A

# **ATTACHMENT 6**

APPROVED PLANS



9JKJ2254A T-MOBILE SITE NAME T-MOBILE SITE ID

#9JK2254A

LAKE CITY, FLORIDA 32025 (COLUMBIA COUNTY)

PROPOSED COMMUNICATION FACILITY CO-LOCATE ON A EXISTING 250' SELF SUPPORT TOWER

## PROJECT LOCATION (COLUMBIA COUNTY) (3) VICINITY MAP LOCAL MAP WILBURN 9 DESIGN WIND SPEED: 120 MPH (ULTIMATE 3-SEC GUST) EXPOSURE CATEGORY: CRISK CATEGORY: II ZONING JURISDICTION BERTIE D. PURSLEY 6355 SE COUNTY ROAD 245 LAKE CITY, FL 32025 PROPERTY OWNER PARCEL\_ID 36-4S-17-09045-000 LONGITUDE 30.10299722° N ATITUDE COLUMBIA COUNTY -82.57415278° W PROPERTY DESIGN CONTACTS CRITERIA SUMMARY ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES. ы 5 4. 1. FLORIDA BUILDING CODE, 8TH EDITION (2023) 2. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70, NATIONAL ELECTRICAL CODE, 2020 EDITION. 3. TIA-222-H AND APPLICABLE STANDARDS. 4. LIFE SAFETY CODE NFPA-101-2021. 5. FLORIDA FIRE PREVENTION CODE, 8TH EDITION. 6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) 360-10 AND 341-10. 7. UNDERWRITERS LABORATORIES (U.L.) APPROVED ELECTRICAL PRODUCTS. 8. LOCAL JURISDICTIONAL REQUIREMENTS. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME. THIS FACILITY DOES NOT REQUIRE POTABLE WATER AND WILL NOT PRODUCE ANY SEWAGE. THE WIRELESS COMMUNICATIONS INTENDED FOR HUMAN OCCUPANCY. NSTALLATION THE SCOPE OF WORK CONSISTS OF THE FOLLOWING: PROJECT DESCRIPTION CODE COMPLIANCE NEW ANTENNAS NEW RRUS V EQUIPMENT CABINETS V WAVEGUIDE BRIDGE V ELECTRICAL H-FRAME V TELCO ENCLOSURE V 200A. PPC ENCLOSURE V HCS FIBER TRUNKS V FIBER SPOOL BOX CONCRETE EQUIPMENT PAD TECH LIGHT GPS ANTENNAS ANTENNA MOUNT 4813 VR4A FACILITY ᇬ NO 1 C10 E7 E6 E4 Ę Ξ RF2 꼭 $^{\mathfrak{S}}$ 2 လ လ 8 S 6 $\Omega$ CANOPY DETAILS GROUNDING NOTES OVERALL POWER/TELCO ROUTING PLAN PROPOSED ANTENNA SCHEDULE CABINET DETAILS (2 OF 2) T-MOBILE POWER/TELCO ROUTING PLAN ELECTRICAL NOTES PROPOSED ANTENNA PLUMBING DIAGRAM COAX MOUNTING DETAILS CABINET DETAILS (1 OF 2) GROUNDING DETAILS PROPOS CONDUIT ROUTING PLAN ONE-LINE DIAGRAM & PANEL SCHEDULE RISER DETAILS EQUIPMENT PAD & CABINET ANCHORING DETAILS EQUIPMENT PLAN TOWER PROPOSED COMPOUND PLAN **AERIAL** GENERA TITLE SHEET ¥EW AL NOTES NDEX OF DRAWINGS SED GROUNDING PLAN ELEVATION & ANTENNA LAYOUT DESCRIPTION ĕ₽. > > POGETHER PLANNING A BETTER TOMORROW ENGINEERING GROUP, INC.

	PRO.		٦						>	REV
CHECKED BY:	PROJECT MANAGER:	DRAWN BY:	PROJECT NO.:						02/24/25	DATE
	ER: 0.	'n							PRELI	DESCF
O. RIVER®	. RIVER	J. ELIZONDĒ	25-5114 5 ~	.ev G-		06 19			PRELIM PLANS	DESCRIPTION

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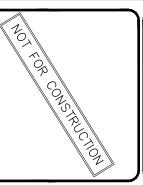
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T Mobile

7025 A.C. SKINNER PARKWAY JACKSONVILLE, FL 32256



9JKJ2254A #9JK2254A

6295 SE COUNTY ROAD 245 LAKE CITY, FLORIDA 32025 (COLUMBIA COUNTY)

Docusign Envelope ID: E48072A4-9F41-4332-94B8-7083C940EE3F

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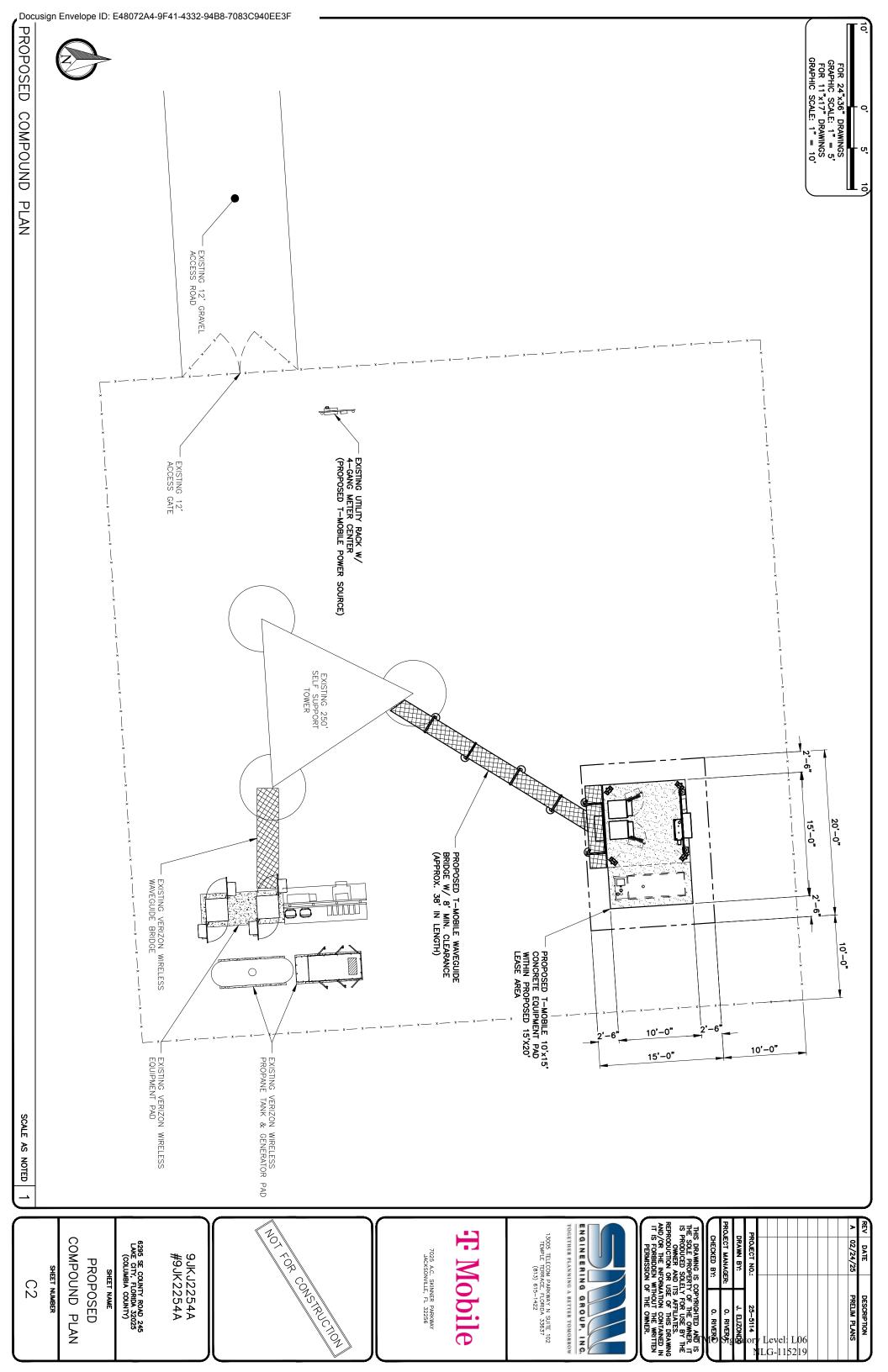
SHEET NAME

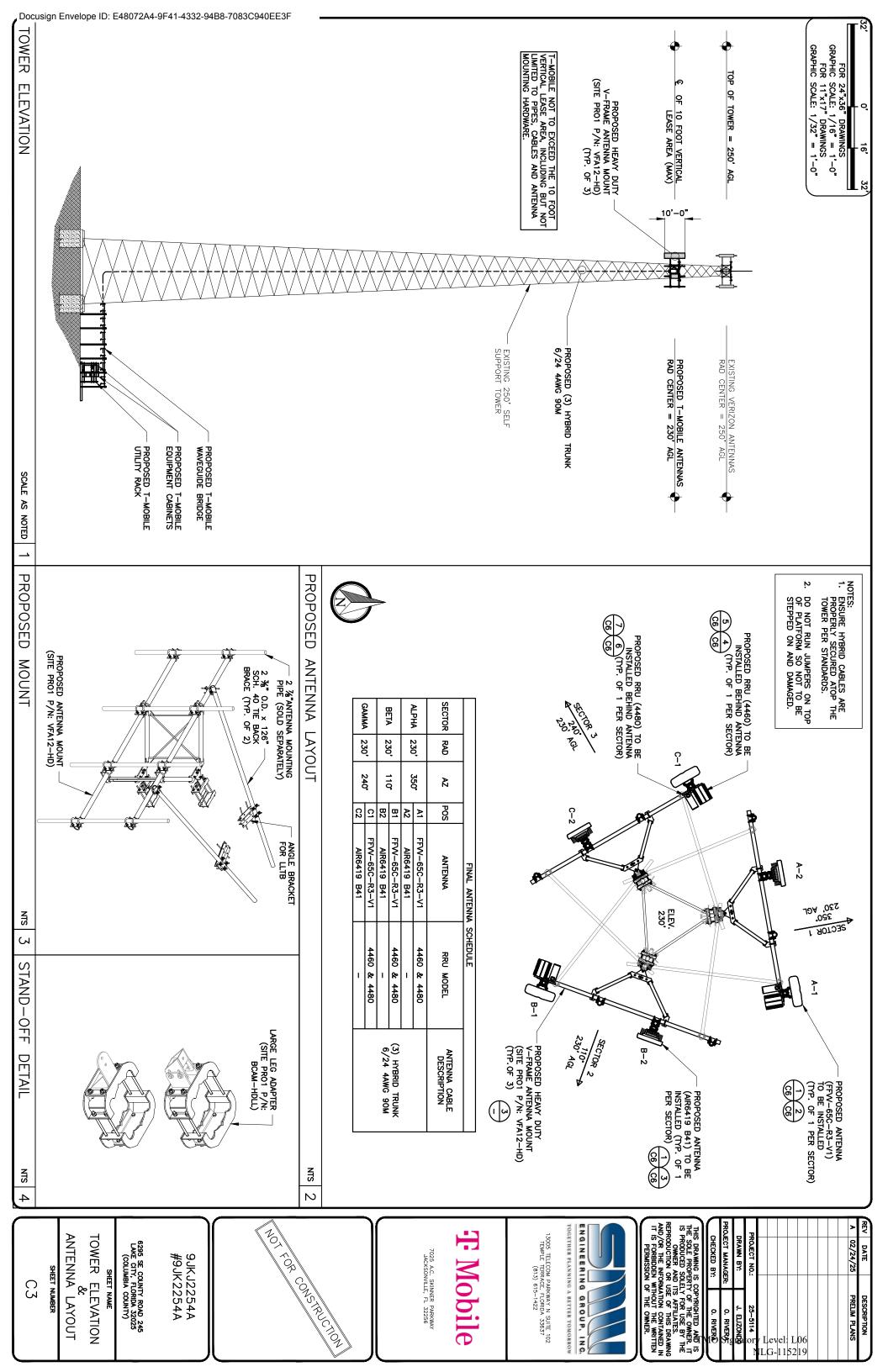
OMAR RIVERA (407) 453-1740

SMW ENGINEERING GROUP, INC. PROJECT MANAGER: 13005 TELECOM PARKWAY N SUITE 102
TEMPLE TERRACE, FLORIDA 33637

T-MOBILE SOUTH LLC. 7025 A.C SKINNER PARKWAY JACKSONVILLE, FL 32256

CITY/COUNTY ORDINANCES.







#### **Certificate Of Completion**

Envelope Id: E48072A4-9F41-4332-94B8-7083C940EE3F

Subject: 9JK2254A\_T-Mobile\_US-FL-5391\_SLA

SiteTracker Project ID: P-066320

Source Envelope:

Document Pages: 47 Signatures: 1 **Envelope Originator:** Certificate Pages: 5 Initials: 2 Darlene Martin

AutoNav: Enabled

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Status: Completed

750 Park of Commerce Drive Boca Raton, FL 33487

Darlene.Martin@verticalbridge.com IP Address: 209.112.107.133

#### **Record Tracking**

Status: Original

7/29/2025 12:12:22 PM

Holder: Darlene Martin

Darlene.Martin@verticalbridge.com

Location: DocuSign

**Timestamp** 

### Signer Events Cesar Fermin

Cesar.Fermin@verticalbridge.com Vice President Lease Administration

VB-S1 Assets, LLC

Security Level: Email, Account Authentication

(None)

### Signature

CF

Signature Adoption: Pre-selected Style Using IP Address: 64.152.139.150

Sent: 7/29/2025 12:15:44 PM Viewed: 7/29/2025 12:27:44 PM Signed: 7/29/2025 12:27:48 PM

#### **Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Blair Crawford

Blair.Crawford@verticalbridge.com

**Executive Vice President** 

Vertical Bridge

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style Using IP Address: 98.48.151.39

Sent: 7/29/2025 12:27:54 PM

Viewed: 7/29/2025 12:42:40 PM Signed: 7/29/2025 12:42:49 PM

#### **Electronic Record and Signature Disclosure:**

Not Offered via Docusign

Ron Bizick

ron.bizick@verticalbridge.com

President and Chief Executive Officer

Vertical Bridge

Security Level: Email, Account Authentication

(None)

DocuSigned by: Ron Bizick E02E8F991DDF48F.

Signature Adoption: Pre-selected Style Using IP Address: 64.152.139.150

Sent: 7/29/2025 12:42:58 PM Viewed: 7/29/2025 12:58:15 PM Signed: 7/29/2025 12:58:21 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 4/8/2022 6:11:16 PM

ID: 7a953f27-5621-40e1-890a-3bbea25b62fa

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

**Carbon Copy Events Status Timestamp** Jamie Harris Sent: 7/29/2025 12:15:43 PM COPIED jamie.harris@verticalbridge.com Leasing Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign **VB Lease Docs Filing** Sent: 7/29/2025 12:58:26 PM **COPIED** leasedocsfiling@verticalbridge.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign Brian Root Sent: 7/29/2025 12:58:27 PM **COPIED** brian.root@verticalbridge.com VP Real Estate Program Delivery Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/2/2021 11:42:27 AM ID: 277a6b5d-f9be-4a5e-8f07-dcefec7386bc Sent: 7/29/2025 12:58:28 PM Lease File Request **COPIED** LeaseFileRequest@T-Mobile.com Security Level: Email, Account Authentication (None)

Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	7/29/2025 12:15:44 PM		
Certified Delivered	Security Checked	7/29/2025 12:58:15 PM		
Signing Complete	Security Checked	7/29/2025 12:58:21 PM		
Completed	Security Checked	7/29/2025 12:58:28 PM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

**Electronic Record and Signature Disclosure:** 

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#### CONSUMER DISCLOSURE

From time to time, Vertical Bridge Holdings (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

## Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Vertical Bridge Holdings:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dmarinberg@verticalbridge.com

#### To advise Vertical Bridge Holdings of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dmarinberg@verticalbridge.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

### To request paper copies from Vertical Bridge Holdings

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to dmarinberg@verticalbridge.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### To withdraw your consent with Vertical Bridge Holdings

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to dmarinberg@verticalbridge.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari <sup>TM</sup> 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Vertical Bridge Holdings as described above, I consent to receive
  from exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to me by Vertical Bridge Holdings during the course of my relationship with
  you.