
(Above 3" Space for Recorder's Use Only)

Prepared By and Upon Recording Return to:

Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Allison Cannella

ASSIGNMENT

THIS ASSIGNMENT (this “**Assignment**”) is entered into effective as of May 22, 2024 (the “**Transfer Date**”) and is by and between the undersigned Assignor (“**Assignor**”) and the undersigned Assignee (“**Assignee**”).

WITNESSETH

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to take assignment from Assignor, effective as of the Transfer Date, all of Assignor’s right, title, and interest in and to all agreements, leases, licenses, easements, contracts, options, purchase agreements, instruments and recorded documents described on Schedule B-1 attached hereto, including, without limitation, all of the underlying agreements referenced in such recorded documents (as the same may be amended, supplemented or otherwise modified from time to time, collectively, the “**Occupancy Agreements**”); including without limitation all permits, licenses, warranties, plans, drawings, due diligence, zoning and development approvals, title, evidence, surveys, environmental and NEPA reports, constructions plans, aerospace approvals, and any and all other documents, plans, permits, approvals, drawings, licenses, etc. related to the development, construction, operation and maintenance of the site (“**Site**”) described on Schedule B-2 (collectively, the “**Assigned Property**”).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee mutually agree as follows:

1. **Assignment.** Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, and interest in and to all of the Assigned Property, including the following (to the extent not already included):

(a) All of the contracts, easements and subcontracts, including, without limitation, carrier lease and license agreements, ground interest agreements such as option agreements, leases, easements, purchase

contracts, licenses, general contractors' contracts, and architectural and engineering contracts, now or hereafter existing with respect to the construction, operation and development of the Site;

(b) All permits, including without limitation, building permits, surveys, architectural and engineering plans and specifications, shop drawings, governmental approvals, licenses, agreements with any utility companies (together with any deposits, prepaid fees and charges paid thereon) and any other consents, approvals and rights which it may now or hereafter own with respect to or in connection with the Site; and

(c) All warranties and guaranties now or hereafter given covering any equipment, machinery, building supplies and materials, business machines, tools, appliances, fixtures and other property now or hereafter located on or placed upon the Site, including without limitation, air conditioning, heating and other appliances and equipment.

2. **Acceptance and Assumption of Assigned Property.** Assignee hereby accepts the assignment of the Assigned Property and expressly assumes and covenants in favor of Assignor to pay, discharge and perform, as and when due, all obligations of Assignor under the Assigned Property, as applicable, accruing, arising out of, or relating to events or occurrences on and after the Transfer Date.

3. **Indemnification.** Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, members, directors and officers from and against any and all damages, claims, losses, expenses, costs, obligations, and liabilities, including without limitation reasonable fees and expenses of attorneys ("**Losses and Liabilities**") arising out of or in any way related to the Assigned Property and first accruing on or after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Property and first accrue on or after the Transfer Date on account of any fact or circumstance first occurring or existing prior to the Transfer Date. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their representatives, agents, employees, members, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Property and first accruing prior to the Transfer Date.

4. **Counterparts; Electronic Signatures.** 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. Electronic signatures, including without limitation DocuSign, facsimile or PDF signatures, on this Assignment shall be deemed to be original signatures.

5. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Transfer Date.

Witnesses:

[Signature]
Print Name: Daphne Howell

Jak Carson
Print Name: Jak Carson

ASSIGNOR:

Eco-Site, LLC
a Delaware limited liability company

By: *[Signature]*
Adam Ginder
VP of Real Estate Development

Date: May 22, 2024

THE STATE OF FLORIDA

COUNTY PALM BEACH

I, a Notary Public, in and for said County in said State, hereby certify that Adam Ginder whose name as VP of Real Estate Development of Eco-Site, LLC, a Delaware limited liability company is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 22nd day of May 2024.

[Signature]
Notary Public

Print Name Grant Phillips

My commission expires: September 16, 2024



Witnesses:

D. Howell
Print Name: Daphne Howell

Jack Carson
Print Name: Jack Carson

ASSIGNEE:

VB-S1 Assets, LLC
a Delaware limited liability company

By: *[Signature]*
Adam Ginder
VP of Real Estate Development

Date: May 22, 2024

THE STATE OF FLORIDA

COUNTY PALM BEACH

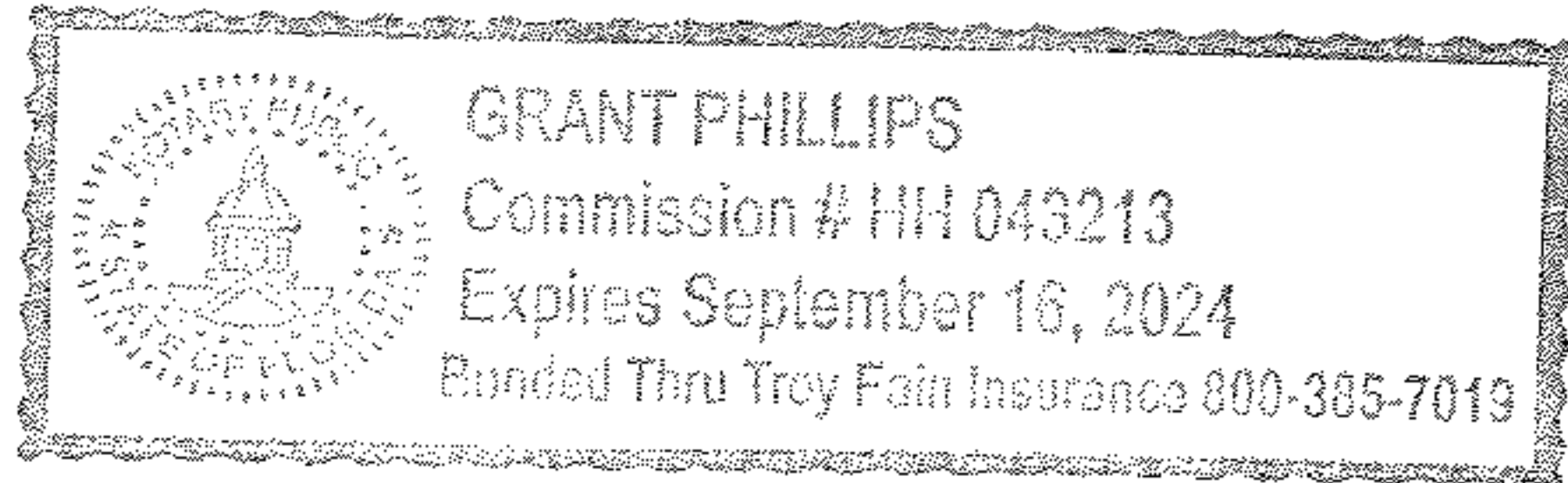
I, a Notary Public, in and for said County in said State, hereby certify that Adam Ginder whose name as VP of Real Estate Development of VB-S1 Assets, LLC, a Delaware limited liability company is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 22nd day of May 2024.

Grant Phillips
Notary Public

Print Name Grant Phillips

My commission expires: September 16, 2024



Schedule B-1

Description of the Occupancy Agreement(s)

Site ID: US-AL-5191

Site Name: Cumberland

Landlord Name: Cynthia M. Mitchell

Current Tenant: VB-S1 Assets, LLC, a Delaware limited liability company

Date of Execution: November 23, 2016

Recording Info: Memorandum of Lease dated November 23, 2016 and recorded on August 20, 2018 as instrument # 20180820000297230 in Shelby County, Alabama

Schedule B-2Description of the Occupied Land

Site ID: US-AL-5191

LEASE AREA:

All that tract or parcel of land lying and being in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

To find the true point of beginning, COMMENCE at a $\frac{1}{2}$ -inch rebar found at the Northwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6; thence running along said $\frac{1}{4}$ - $\frac{1}{4}$ Section line, North $89^{\circ}06'07''$ East, 926.36 feet to a $\frac{1}{2}$ -inch rebar set; Thence leaving said $\frac{1}{4}$ - $\frac{1}{4}$ Section line and running, South $00^{\circ}46'09''$ West, 285.19 feet to a $\frac{1}{2}$ -inch rebar; thence, South $00^{\circ}46'09''$ West, 43.06 feet to a $\frac{5}{8}$ -inch rebar found; thence, North $48^{\circ}15'40''$ West, 67.84 feet to a $\frac{1}{2}$ -inch rebar set; thence, North $66^{\circ}48'14''$ West, 69.57 feet to a $\frac{1}{2}$ -inch rebar set; thence, North $44^{\circ}51'55''$ West, 100.00 feet to a $\frac{1}{2}$ -inch rebar set; thence, South $89^{\circ}05'23''$ West, 186.86 feet to a $\frac{1}{2}$ -inch rebar set; thence, South $89^{\circ}05'23''$ West, 35.00 feet to a point; thence, South $00^{\circ}54'37''$ East, 30.00 feet to a point; thence, South $89^{\circ}05'23''$ West, 30.00 feet to a point; thence, North $00^{\circ}54'37''$ West, 30.00 feet to a point; thence, South $89^{\circ}05'23''$ West, 45.00 feet to a point on the east line of the proposed lease area; thence along said proposed lease area, South $00^{\circ}54'37''$ East, 35.00 feet to a point and the true POINT OF BEGINNING; Thence running, South $89^{\circ}05'23''$ West, 100.00 feet to a point; Thence, North $00^{\circ}54'37''$ West, 100.00 feet to a point; Thence, North $89^{\circ}05'23''$ East, 100.00 feet to a point; Thence, South $00^{\circ}54'37''$ East, 100.00 feet to a point and the POINT OF BEGINNING.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for ECO-SITE by POINT TO POINT LAND SURVEYORS, INC. dated September 6, 2016 and last revised December 29, 2017.

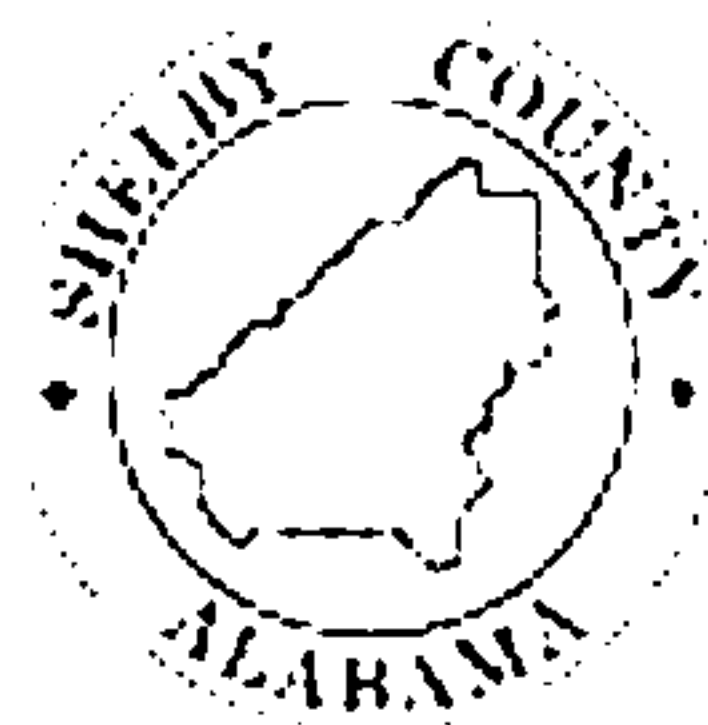
INGRESS-EGRESS & UTILITY EASEMENT:

Together with a proposed ingress-egress and utility easement lying and being in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

To find the true point of beginning, COMMENCE at a $\frac{1}{2}$ -inch rebar found at the Northwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6; thence running along said $\frac{1}{4}$ - $\frac{1}{4}$ Section line, North $89^{\circ}06'07''$ East, 926.36 feet to a $\frac{1}{2}$ -inch rebar set; Thence leaving said $\frac{1}{4}$ - $\frac{1}{4}$ Section line and running, South $00^{\circ}46'09''$ West, 285.19 feet to a $\frac{1}{2}$ -inch rebar set and the true POINT OF BEGINNING; Thence running, South $00^{\circ}46'09''$ West, 43.06 feet to a $\frac{5}{8}$ -inch rebar found; Thence, North $48^{\circ}15'40''$ West, 67.84 feet to a $\frac{1}{2}$ -inch rebar set; Thence, North $66^{\circ}48'14''$ West, 69.57 feet to a $\frac{1}{2}$ -inch rebar set; Thence, North $44^{\circ}51'55''$ West, 100.00 feet to a $\frac{1}{2}$ -inch rebar set; Thence, South $89^{\circ}05'23''$ West, 186.86 feet to a $\frac{1}{2}$ -inch rebar set; Thence, South $89^{\circ}05'23''$ West, 35.00 feet to a point; Thence, South $00^{\circ}54'37''$ East, 30.00 feet to a point; Thence, South $89^{\circ}05'23''$ West, 30.00 feet to a point; Thence, North $00^{\circ}54'37''$ West, 30.00 feet to a point; Thence, South $89^{\circ}05'23''$ West, 45.00 feet to a point on the east line of the proposed lease area; Thence along said proposed lease area, North $00^{\circ}54'37''$ West, 30.00 feet to point; thence leaving said proposed lease area and running, North $89^{\circ}05'23''$ East, 110.00 feet to a $\frac{1}{2}$ -inch rebar set; Thence, North $89^{\circ}05'23''$ East, 199.61 feet to a $\frac{1}{2}$ -inch rebar set; Thence, South $44^{\circ}51'55''$ East, 106.93 feet to a $\frac{1}{2}$ -inch rebar set; Thence, South $66^{\circ}48'14''$ East, 67.70 feet to a $\frac{1}{2}$ -inch rebar set; Thence, South $51^{\circ}48'33''$ East, 45.49 feet to a $\frac{1}{2}$ -inch rebar set and the true POINT OF BEGINNING.

Said tract contains 0.3890 acres (16,945 square feet), more or less, as shown in a survey prepared for ECO-SITE by POINT TO POINT LAND SURVEYORS, INC. dated September 6, 2016 and last revised December 29, 2017.

Together with ingress, egress, regress and utility, if any, rights pursuant to Instrument No. 19770725000075980 (Book 306, at Page 822) filed of record in the Registry of Shelby County, Alabama.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 05/30/2024 10:13:23 AM
 \$40.00 PAYGE
 20240530000159800

Allie S. Bayal