

Prepared by and Return to:

Vertical Bridge REIT, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg, Esq.

VB Site Name: 947 Terminal
VB Site ID: US-NE-1116
Commitment #: VTB-129485-C

(Above Space for Recorder's Use Only)

MEMORANDUM OF EASEMENT AND ASSIGNMENT OF AGREEMENT

THIS MEMORANDUM OF EASEMENT AND ASSIGNMENT OF AGREEMENT ("**Memorandum**") evidences an Easement and Assignment of Agreement ("**Easement Agreement**") by and between **947 Terminal, LLC**, a Nebraska limited liability company, having an address of 1000 O Street, Suite 102, Lincoln, NE 68508 ("**Grantor**"), and **Vertical Bridge Real Estate, LLC**, a Delaware limited liability company, having a mailing address of 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Grantee**"), dated as of the 8th day of August, 2022 (the "**Effective Date**").

WHEREAS, Grantor is currently the fee owner of that certain improved real property, including a condominium building in a unit (the "**Building**"), located at 947 "O" Street, Lincoln, NE, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Burdened Property**").

WHEREAS, pursuant to the Declaration of Terminal Building Condominium Regime recorded with the Lancaster County Register of Deeds on December 22, 2020 as Instrument No. 2020068987, as amended (the "Declaration"), the Grantor of the Burdened Property is entitled to the use of the roof limited common elements for the construction, installation, operation, maintenance, repair, and replacement of commercial cellular and telecommunications equipment, and shall have the right to connect and attach such equipment to the roof for the benefit of the owner of Unit 1 and its assigns.

WHEREAS, pursuant to the Declaration, any portion of the roof that is required to affix to the roof any telecommunications or cellular equipment now existing or later desired to be installed by the owner of the Burdened Property is part of the roof limited common elements, and the purpose of the roof limited common elements for the Burdened Property owner to utilize the rooftop for the installation of

telecommunication or cellular equipment in any manner that does not unreasonably interfere with the other condominium owners' use and enjoyment of the condominium.

WHEREAS, H A Wassenberg Holding Company LLC, d/b/a Terminal Building, LLC, a Nebraska limited liability company ("Wassenberg") is the landlord under that certain Lease Site for Communications Facilities by and between Wassenberg and Skybeam, LLC d/b/a Rise Broadband (together with all successors and assigns, "**Carrier 1**"), dated October 1, 2017, as assigned to Grantor pursuant to that certain Assignment and Assumption of Leases and Contracts by and between Terminal Building, LLC, Grantor, and I19 Parking, LLC, dated October 16, 2020 ("Assignment and Assumption Agreement") ("**Carrier Lease 1**"), pursuant to which Grantor leases a portion of the Rooftop (hereinafter defined) of the Building, along with any vertical surfaces accessed from the Building, ground level property used for associated equipment or backup power, and associated cable or powerline conduits and pathways, on the Burdened Property to Carrier 1 ("**Carrier Site 1**"), as more specifically identified in **Exhibit B** attached hereto and incorporated herein. Carrier Site 1 is located on that certain tower owned, operated and maintained by Grantor as described on Exhibit B and labeled Tower 1.

WHEREAS, Wassenberg is the landlord under that certain Site Lease for Communications Facilities by and between Wassenberg and Shaffer Communications, Inc. (together with all successors and assigns, "**Carrier 2**"), dated October 1, 2018, as assigned to Grantor pursuant to the Assignment and Assumption Agreement ("**Carrier Lease 2**"), pursuant to which Grantor leases a portion of the Rooftop of the Building, along with any vertical surfaces accessed from the roof, ground level property used for associated equipment or backup power, and associated cable or powerline conduits and pathways, on the Burdened Property to Carrier 2 ("**Carrier Site 2**"), as more specifically identified in **Exhibit B** attached hereto and incorporated herein. Carrier Site 2 is located on that certain tower owned, operated and maintained by Grantor as described on Exhibit B and labeled Tower 1.

WHEREAS, Roosevelt Holdings, Inc., a Colorado corporation ("Roosevelt") is the Owner under that certain PCS Site Agreement by and between Roosevelt and Sprint Spectrum L.P., a Delaware limited partnership (together with all successors and assigns, "**Carrier 3**"), dated January 6, 1997, as amended in that certain Amendment No. 1 to PCS Site Agreement by and between Carrier 3 and Roosevelt dated September 26, 2001, as assigned to Grantor pursuant to the Assignment and Assumption Agreement ("**Carrier Lease 3**"), pursuant to which Grantor leases a portion of the Rooftop of the Building, along with any vertical surfaces accessed from the roof, ground level property used for associated equipment or backup power, and associated cable or powerline conduits and pathways, on the Burdened Property to Carrier 2 ("**Carrier Site 3**"), as more specifically identified in **Exhibit B** attached hereto and incorporated herein.

WHEREAS, Wassenberg is the landlord under that certain Lease for Communications Facilities by and between Wassenberg and Sunrise Communications (KZUM Radio) (together with all successors and assigns, "**Carrier 4**"), dated April 20, 2017, as assigned to Grantor pursuant to the Assignment and Assumption Agreement ("**Carrier Lease 4**"), pursuant to which Grantor leases a portion of the Rooftop of the Building, along with any vertical surfaces accessed from the roof, ground level property used for associated equipment or backup power, and associated cable or powerline conduits and pathways, on the Burdened Property to Carrier 4 ("**Carrier Site 4**"), as more specifically identified in **Exhibit B** attached hereto and incorporated herein. Carrier Site 4 is located on those certain tower(s) owned, operated and maintained by Carrier 4 as described on Exhibit B and labeled Tower 2 and Tower 3.

WHEREAS, Roosevelt is the owner under that certain License for Communications Facilities by and between Roosevelt and Florida RSA #8, LLC, a Delaware limited liability company, dated January 19, 2004, as amended by that certain First Amendment to License for Communications Facilities by and between Roosevelt and USCOC of Greater Iowa, LLC, a Delaware limited liability company as successor

in interest to Florida RSA (together with all successors and assigns, "**Carrier 5**"), dated November 18, 2009, as amended by that certain Second Amendment to License for Communications Facilities by and between Roosevelt and Carrier 5, dated February 25, 2013, as assigned to Grantor pursuant to the Assignment and Assumption Agreement ("**Carrier Lease 5**"), pursuant to which Grantor leases a portion of the Rooftop of the Building, along with any vertical surfaces accessed from the roof, ground level property used for associated equipment or backup power, and associated cable or powerline conduits and pathways, on the Burdened Property to Carrier 2 ("**Carrier Site 5**"), as more specifically identified in **Exhibit B** attached hereto and incorporated herein.

WHEREAS, Roosevelt is the Lessor under that certain Lease Site for Communications Facilities by and between Roosevelt and Alliant Communications Co., dba Alliant Cellular ("**Alliant**"), dated November 4, 1997, as amended by that certain First Amendment to Lease Site for Communications Facilities by and between The H. Arnold Wassenberg Revocable Living Trust dated August 28, 1997 ("**Wassenberg Trust**") and Alltel Communications of Nebraska LLC d/b/a Verizon Wireless ("**Alltel Nebraska**") (as successor in interest to Alliant), dated July 3, 2013, as amended by that certain Second Amendment to Lease Site for Communications Facilities by and between Terminal Building, LLC, a Nebraska limited liability company ("**Terminal Building**") (as successor in interest to the Wassenberg Trust) and Alltel Nebraska, dated July 14, 2016, as amended by that certain Third Amendment to Lease Site for Communications Facilities by and between Terminal Building and Alltel Corporation d/b/a Verizon Wireless (as successor in interest to Alltel Nebraska) (together with all successors and assigns, "**Carrier 6**"), dated September 26, 2019, as assigned to Grantor pursuant to the Assignment and Assumption Agreement ("**Carrier Lease 6**"), pursuant to which Grantor leases a portion of the Rooftop of the Building, along with any vertical surfaces accessed from the roof, ground level property used for associated equipment or backup power, and associated cable or powerline conduits and pathways, on the Burdened Property to Carrier 2 ("**Carrier Site 6**"), as more specifically identified in **Exhibit B** attached hereto and incorporated herein. (For purposes of this Agreement, (i) Carrier 1, (ii) Carrier 2, (iii) Carrier 3, (iv) Carrier 4, (v) Carrier 5, and (vi) Carrier 6 are collectively referred to as "**Carriers**"; (ii) Carrier Lease 1, Carrier Lease 2, Carrier Lease 3, Carrier Lease 4, Carrier Lease 5 and Carrier Lease 6 are sometimes referred to individually as a "**Carrier Lease**" and collectively as "**Carrier Leases**"; and (iii) Carrier Site 1, Carrier Site 2, Carrier Site 3, Carrier Site 4, Carrier Site 5 and Carrier Site 6 are collectively referred to as "**Carrier Sites**".) For purposes of this Agreement, (i) Carriers shall include any carrier (a "**Replacement Carrier**") that replaces Carrier 1, Carrier 2, Carrier 3, Carrier 4, Carrier 5 or Carrier 6 in the event Carrier Lease 1, Carrier Lease 2, Carrier Lease 3, Carrier Lease 4, Carrier Lease 5 or Carrier Lease 6 terminates or expires or Carrier 1, Carrier 2, Carrier 3, Carrier 4, Carrier 5 or Carrier 6 otherwise vacates the Burdened Property prior to the expiration of the Term (hereinafter defined); (ii) Carrier Leases shall include any lease or similar agreement (a "**Replacement Carrier Lease**") by a Replacement Carrier to use Carrier Site 1, Carrier Site 2, Carrier Site 3, Carrier Site 4, Carrier Site 5 or Carrier Site 6 for broadband or telecommunication purposes prior to the expiration of the Term; and (iii) Carrier Sites shall include all areas of the Burdened Property used or accessed by a Replacement Carrier pursuant to a Replacement Carrier Lease. For an avoidance of doubt, (a) any leased area under a Replacement Carrier Lease shall be comparable to the leased area under Carrier Lease 1, Carrier Lease 2, Carrier Lease 3, Carrier Lease 4, Carrier Lease 5 or Carrier Lease 6, as the case may be, and (b) any Replacement Carrier Lease shall be comparable in substance to Carrier Lease 1, Carrier Lease 2, Carrier Lease 3, Carrier Lease 4, Carrier Lease 5, or Carrier Lease 6, as the case may be, unless otherwise approved by Grantor, which approval shall not be unreasonably conditioned, withheld, or delayed. For purposes of this Agreement, Carriers and Carrier Leases shall include any and all extensions, renewals, substitutions, or replacements thereof.

WHEREAS, Grantor desires to assign to Grantee, and Grantee desires to assume from Grantor, all of Grantor's right, title, and interest as landlord in the Carrier Site Agreements;

WHEREAS, Grantor granted to Grantee certain Easement rights with respect to the Burdened Property on the terms and conditions set forth in the Easement Agreement; and

WHEREAS, Grantor and Grantee desire to put the public on notice of the Easement Agreement and certain terms therein:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Incorporation. The foregoing whereas clauses are true and correct and are expressly incorporated into this Memorandum.

2. Grant of the Easements; Right to Lease. The Easement Agreement provides in part that as of the Effective Date, Grantor grants and conveys to Grantee an exclusive easement in, to, under, over, and across portion(s) of the rooftop of the building located on the Burdened Property, as more fully described in **Exhibit B ("Benefited Property")** for the purpose of leasing the Benefited Property to operator(s) engaged in telecommunications related activities.

3. Grantor may assign the Easement Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Burdened Property.

4. All rights, interests, obligations, liabilities, benefits, and burdens of Grantor and Grantee, respectively, under the Easement Agreement shall run with the land and shall bind and inure to the benefit of, respectively, (i) Grantor and any subsequent holder of Grantor's rights, title, or interests in or to all or any portion of the Burdened Property and (ii) Grantee and any subsequent holder of Grantee's rights, title, or interests in or to all or any portion of the Benefited Property.

5. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions, or provisions of the Easement Agreement.

6. Grantor hereby ratifies, restates, and confirms the granting of the Easements. In the event of a conflict between the provisions of this Memorandum and the provisions of the Easement Agreement, the provisions of the Easement Agreement shall control.

[remainder of page left blank]

[Grantor Signature Page to Memorandum of Easement and Assignment of Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Memorandum as of the Effective Date.

GRANTOR:

947 Terminal, LLC,
a Nebraska limited liability company

By: Mike Works
Name: Mike Works
Title: Manager

STATE OF Nebraska
COUNTY OF Lancaster

On this 2nd day of August, 2022, before me appeared Mike Works to me personally known, who, being by me duly sworn (or affirmed), did say that he is the Manager of **947 Terminal, LLC**, a Nebraska limited liability company,, and that said instrument was signed and sealed on behalf of said company by authority of its board of directors or trustees, said Mike Works acknowledged said instrument to be the free act and deed of said **947 Terminal, LLC**, a Nebraska limited liability company.



Carlos D. Ortega
Notary Public
Printed Name: Carlos D. Ortega
My Commission Expires: 02/18/2026
Commission #: _____

[Grantee Signature Page to Memorandum of Easement and Assignment of Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the Effective Date.

GRANTEE:

VERTICAL BRIDGE REAL ESTATE, LLC, a
Delaware limited liability company

By: _____

Name: Daniel Marinberg

Title: SVP & General Counsel

STATE OF FLORIDA

COUNTY OF PALM BEACH

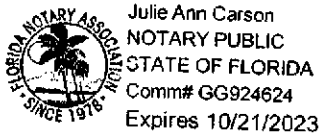
On this 26th day of July, 2022, before me appeared Daniel Marinberg, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the Senior Vice President and General Counsel of Vertical Bridge Real Estate, LLC., a Delaware limited liability company, and that the seal affixed to said instrument is the corporate seal of said company, and that said instrument was signed and sealed in behalf of said company by authority of its board of directors (or trustees), and said Daniel Marinberg acknowledged said instrument to be the free act and deed of said company.

Julie Ann Carson
Notary Public

Printed Name: Julie Ann Carson

My Commission Expires: 10/21/23

Commission # GG924624



VB Site Name: 947 Terminal
VB Site Number: US-NE-1116

NO
TEBUCO

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PROPERTY

Unit 1, Terminal Building Condominium Regime in accordance with the Declaration recorded on December 22, 2020, under Instrument No. 2020068987 of the records of Lancaster County, Nebraska, as amended by the First Amendment to the Declaration of Terminal Building Condominium Regime recorded on December 30, 2020, under Instrument No. 2020070250 of the records of Lancaster County, Nebraska.

EXHIBIT B

LEGAL DESCRIPTION OF BENEFITTED PROPERTY

Declaration recorded on December 22, 2020 as Instrument No. 2020068987 of the records of Lancaster County, Nebraska, the perimeter being more particularly described as follows: Referring to the intersection of South 10th Street and "O" Street, in the City of Lincoln, Nebraska, a #8 rebar found for corner; thence westerly on a Grid bearing of South 88°06'46" West, on the centerline of "O" Street, 50.00 feet; thence departing said center line, southerly, South 01°53'14" East, 59.46 feet, to the Northeast corner of the highest Existing rooftop of the Terminal Building, also being the Point of Beginning for the described Rooftop Easement; thence following the outside perimeter of the Terminal Building rooftop, on the following bearings and distances: southerly, South 02°02'29" East, 142.64 feet; thence westerly, South 87°57'31" West, 44.86 feet; thence northerly, North 01°41'21" West, 79.48 feet; thence westerly, South 88°04'14" West, 40.72 feet; thence northerly, North 01°55'46" West, 63.63 feet; thence easterly, North 88°20'01" East, 84.97 feet, to the Point of Beginning.

Containing a total calculated area of 8,939 square feet, or 0.205 acres, more or less.

Together with a non-exclusive easement for ingress, egress and utilities from the Rooftop Easement Area through, under, across and over the real property and improvements located at 947 "O" Street, Lincoln, NE 68508, to the right of way of a dedicated public road.