

STATE OF ALABAMA
COUNTY OF BALDWIN

ASSIGNMENT OF LEASE

This Assignment of Lease (this "Assignment") is entered into this the ____ day of November, 2016, by and between Sidney S. Foster and Barbara A. Foster, whose address is 28480 Mallard Dr. Loxley, Alabama 36551 (the "Assignor"), and VCP Capital Ventures 1, LLC, whose address is _____ (collectively, the "Assignee").

Whereas, Assignor entered into that certain Lease with Signal One, LLC with commencement date of October 1, 2001, affecting a portion of the premises located at 10145 County Rd. 64, Daphne, Alabama 36526, AL 35124 (the "Lease"); and

Whereas, Signal One, LLC assigned said lease was assigned to AAT Communications on or about January 26, 2004 and further assigned to SBA Structures, LLC on March 19, 2004; and

Whereas, Assignor desires to assign, convey and transfer to Assignee, all of Assignor's rights, interests and liabilities in the Lease and Assignee wishes to accept and assume all such rights, interests and liabilities.

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

1. Assignment. Assignor does hereby assign, transfer, sell and convey by way of assignment unto Assignee all of Assignor's right, title, and interest as landlord in, to and under the Lease. Assignor has previously provided a copy of the Lease to Assignee.
2. Indemnification:
 - (a) Assignor hereby agrees to defend, indemnify and hold Assignee harmless from and against any and all causes, claims, demands, losses, liabilities, costs, damages, expenses and fees (including, but not limited to, reasonable attorney's fees) incurred or suffered by Assignee as a result of Assignor's failure to perform, at any time prior to the date hereof, any or all of Assignor's obligations under this Assignment.
 - (b) Assignee hereby agrees to defend, indemnify and hold Assignor harmless from and against any and all causes, claims, demands, losses, liabilities costs, damages, expenses and fees (including, but not limited to reasonable attorney's fees) incurred or suffered by Assignor as a result of Assignee's failure to perform, from and after the date hereof, any or all of Assignee's obligations under this Assignment.
3. Assumption. By the execution hereof, Assignee does hereby assume and agree to perform all duties, obligations and responsibilities of the landlord under the Lease arising or accruing from and after the date hereof and Assignor shall remain responsible for all duties, obligations and responsibilities of the landlord under the Lease arising or accruing prior to the date hereof.

4. Further Assurances. Assignor agrees to perform, execute and or deliver any and all such further acts and assurances, as Assignee may reasonably require to enable Assignee to obtain the benefit of the provisions of the Lease.
5. General. This Assignment shall be governed by the laws of the State of Alabama. This Assignment may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective on the 15 day of June, 2023.

ASSIGNORS:

Sidney S. Foster
Sidney S. Foster

Barbara A. Foster
Barbara A. Foster

ASSIGNEE:

VCP Capital Ventures 1, LLC

By: _____

Its: _____

[Recorder's Use Above This Line]

STATE OF ALABAMA

COUNTY OF Baldwin

EASEMENT AGREEMENT

By and between Sidney S. Foster and Barbara A. Foster, husband and wife ("Grantor")
with an address of 28480 Mallard Dr. Loxley, AL 36551.

and

VCP Capital Ventures 1, LLC, an Ohio limited liability company ("Grantee") with an address of
a 5710 Wooster Pike, Suite 320, Cincinnati, Ohio 45227.

By initialing below, the Grantor does hereby acknowledge that the Grantor has received, reviewed
and approved this Easement Agreement in which the Easement described herein is granted from
Grantor to Grantee.

Grantor initial(s) here: _____

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated effective this ____ day of June, 2023 ("Effective Date") by and between Sidney S. Foster and Barbara A. Foster, husband and wife, with an address at _____ ("Grantor") and VCP Capital Ventures 1, LLC, an Ohio Limited Liability Company, with an address of 5710 Wooster Pike, Suite 320, Cincinnati, Ohio 45227. ("Grantee").

BACKGROUND

Grantor is the owner of the real property described on **Exhibit 'A'** attached hereto (the "Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the "Exclusive Easement") in and to that portion of the Premises more particularly described on **Exhibit 'B'** hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on **Exhibit 'C'** hereto (the "Access and Utility Easement") (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the "Easements"). Grantor reserves the right at any point to have the Easement re-surveyed for purposes of amending the legal description in the event it is ever determined that the improvements are constructed in the wrong location.

2. **Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.

3. **Successors Bound.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. **Duration.** The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this

Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. Grantor may not terminate this Agreement.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

(a) Exclusive Easement. Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications and/or data related uses in connection therewith and other uses as deemed appropriate by Grantee, in its sole discretion. Grantee may make improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, in its commercially reasonable discretion and are related to the permitted uses. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to Grantee or third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

7. Equipment and Fixtures. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the Term, Grantee or its customers shall have the right to remove their equipment,

structures, fixtures and other personal property from the Easements. Grantee, upon termination of this Agreement, shall, within one hundred eighty (180) days, remove all improvements, fixtures, and personal property constructed or installed on the Easements by Grantee and restore the Exclusive Easement to substantially the same condition prior to the construction of the tower, normal wear and tear and casualty excepted. Grantee shall not be required to remove any foundations, driveways, or underground cables or wires. All costs to restore the Exclusive Easement are to be the responsibility of Grantee.

8. Assignment. Grantee may freely assign this Agreement, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any parent, subsidiary or affiliate entity of Grantee, or to any other entity engaged in the communications business that has a financial strength of equal or greater value than Grantee at any time without the prior written consent of Grantor. Any other assignment shall require written notice to Grantor. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.

(b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises, including the Easements. If Grantor fails to pay when due any such taxes, fees or assessments, Grantee shall have the right but not the obligation to pay the same and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. Grantee's right to receive and Grantor's obligation to make such payment set forth in the foregoing sentence shall survive the termination or expiration of this Agreement. However, during the Term of this Agreement only, Grantee will pay any increase in real property taxes levied against the Premises that are directly attributable to Grantee's use of the Exclusive Easement, including Grantee's improvements thereon, if Grantor furnishes proof of such increase, including reasonable supporting documentation, to Grantee within one (1) year of the tax payment due date.

(c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Grantor has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements except for the Lease.

(e) Grantor has and will comply with all environmental, health and safety laws with respect to the Premises.

(f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

10. Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements nor shall Grantor during the Term enter into any other lease, license or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunication signals. Grantor and Grantee recognize the Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision.

Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the Premises for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantee may from time to time grant to certain lenders selected by Grantee and its affiliates (the "Lender") a lien on and security interest in Grantee's interest in this Agreement and all assets and personal property of Grantee located on the Easements, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Grantee ("Personal Property") as collateral security for the repayment of any indebtedness to the Lender. Should Lender exercise any rights of Grantee under this Agreement, Grantor agrees to accept such exercise of rights by Lender as if same had been exercised by Grantee. If there shall be a monetary default by Grantee under the Agreement, Grantor shall accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). If there shall be a non-monetary default by Grantee under this Agreement, Grantor shall accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). Hereafter, this Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender. If the Agreement is terminated or is rejected in any bankruptcy proceeding, Grantor will enter into a new easement agreement with Lender or its designee on the same terms as this Agreement within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Agreement, if any. The foregoing is not applicable to normal expirations of this Agreement. Grantor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Grantor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lender, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Grantor's assets. Simultaneous with any notice of default given to Grantee under the terms of this Agreement, Grantor shall deliver of copy of such notice to Lender at an address to be provided by Grantee.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: Sidney S. Foster and Barbara A. Foster

2846 Mullend Dr
Lowery, AZ 86581

To Grantee: VCP Capital Ventures 1, LLC
5710 Wooster Pike, Suite 320
Cincinnati, Ohio 45227

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use,

or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. Entire Understanding and Amendment. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

23. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed and/or relocated, Grantor hereby consents to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at any time file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such

interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

25. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain Option and Lease Agreement, dated April 4, 2001, originally by and between Grantor and Signal One, LLC, and assigned to Grantee, as amended and assigned from time to time (collectively, the "Lease"). It is the intention of the parties that the interest created by this Agreement, including the Lease, shall not merge into any other interest now or hereafter held by Grantee and such interests shall remain a separate and distinct interest in the underlying real property. Grantor and Grantee each hereby acknowledge that to each party's actual knowledge there currently exists no default under the Lease and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor and Grantee hereby release and forever discharge the other from all claims arising under the Lease on or before the date of this Agreement. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement, unless caused by the acts or omissions of Grantee.

26. Cure Period; Default. No party to this Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate this Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incurred and hereby grants Grantee a security interest and lien in the Premises and the parent parcel in which it is located, if any, to secure Grantor's obligation to repay such amounts to Grantee.

27. Exclusivity. As part of Grantee's right to the undisturbed use and enjoyment of the Easements, Grantor shall not at any time during the term of this Agreement (i) use or suffer or permit another person to use any portion of the Premises or any contiguous parcel of land now or hereafter owned, leased or managed by Grantor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits during the term of this Agreement any of the uses permitted under this Agreement or other uses similar thereto without the prior written consent of Grantee, in Grantee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the storage, transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber. Grantor may not assign this Agreement or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Grantee, in Grantee's sole and absolute discretion.


28. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications, and any other documents that a municipality may require, concerning the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities, and upon request, will sign a separate power of attorney to such effect.

29. Insurance. Grantee shall maintain commercial general liability insurance with limits of not less than \$2,000,000 combined single limit per occurrence, with a certificate of insurance to be furnished to Grantor within 30 days of written request by Grantor. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

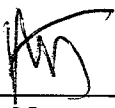
WITNESSES:


Print Name: Brian P. Britt

GRANTOR: Sidney Foster

By: Sidney S. Foster
Print Name: Sidney S. Foster

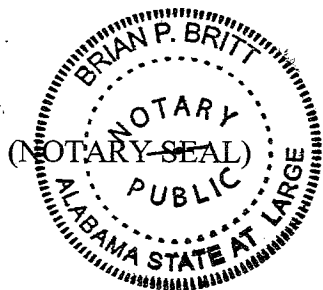
GRANTOR: Barbara Foster

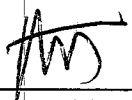

Print Name: Brian P. Britt

By: Barbara A. Foster
Print Name: Barbara A. Foster

STATE OF Alabama
COUNTY OF Baldwin

The foregoing instrument was acknowledged before me this 15 day of June, 2023 by Sidney S. Foster and Barbara A. Foster, husband and wife, at Fairhope, AL.




Notary Public, State of AL
Print Name: Brian P. Britt
My Commission Expires: 7/8/25

WITNESSES:

GRANTEE: VCP Capital Ventures 1, LLC

Nathan L Waller
Print Name: Nathan L. Waller

By: [Signature]
Print Name: Kevin McGraw
Title: Managing Member of Vermilion Capital Partners, LLC, the Managing Member of VCP Capital Ventures 1, LLC

STATE OF OHIO)
COUNTY OF HAMILTON)

I, the undersigned, a Notary Public, in and for said State and County, hereby certify that Kevin McGraw, whose name as Managing Member of Vermilion Capital Partners, LLC, the Managing Member of VCP Capital Ventures 1, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company.

Given under my hand and seal this 14th day of June 2023.

[Signature]
Notary Public
My commission expires 5-6-28

(NOTARY SEAL)



DANIEL E. LELLO
Notary Public, State of Ohio
My Commission Expires:
05-06-2028

EXHIBIT 'A'
LEGAL DESCRIPTION

Lot 3 as recorded on Slide 1844-A in the Office of the Judge of Probate, Baldwin County, Alabama.

Address: 10145 CR 64, Daphne, AL 36526

Permanent Parcel Number: **05-43-06-14-0-000-013.000**

EXHIBIT 'B'
Exclusive Easement
Legal description to be incorporated upon receipt of final survey.

EXHIBIT 'C'
Access and Utility Easement
Legal description to be incorporated upon receipt of final survey.

EXHIBIT 'C'
(continued)

EXHIBIT 'C'
(continued)

Signal One, LLC

Exhibit A

AL-0117 - Belforest

A proposed wireless network facility including a 300' self-support tower structure *

Legal Description: Leased Property: A 100' x 100' parcel of land, situated in the NE corner of Lot 3, Simms Orchard Subdivision, Slide #1844-A, lying in Sec. 14, T5S, R2E, Baldwin County, AL. **Easement:** A strip of land, 60' wide, commencing at the southwest corner of said Lot 3, then narrowing to 35' and running in a northeasterly direction 360° +/- to the west boundary of the leased property.

Position at Center:

Latitude: N 30° 36' 17.9"

Longitude: W 87° 50' 57.2"

Elevation: 145' +/- AMSL

Zoning District:

Fall Zone Requirements:

Setback Requirements:

Not Zoned

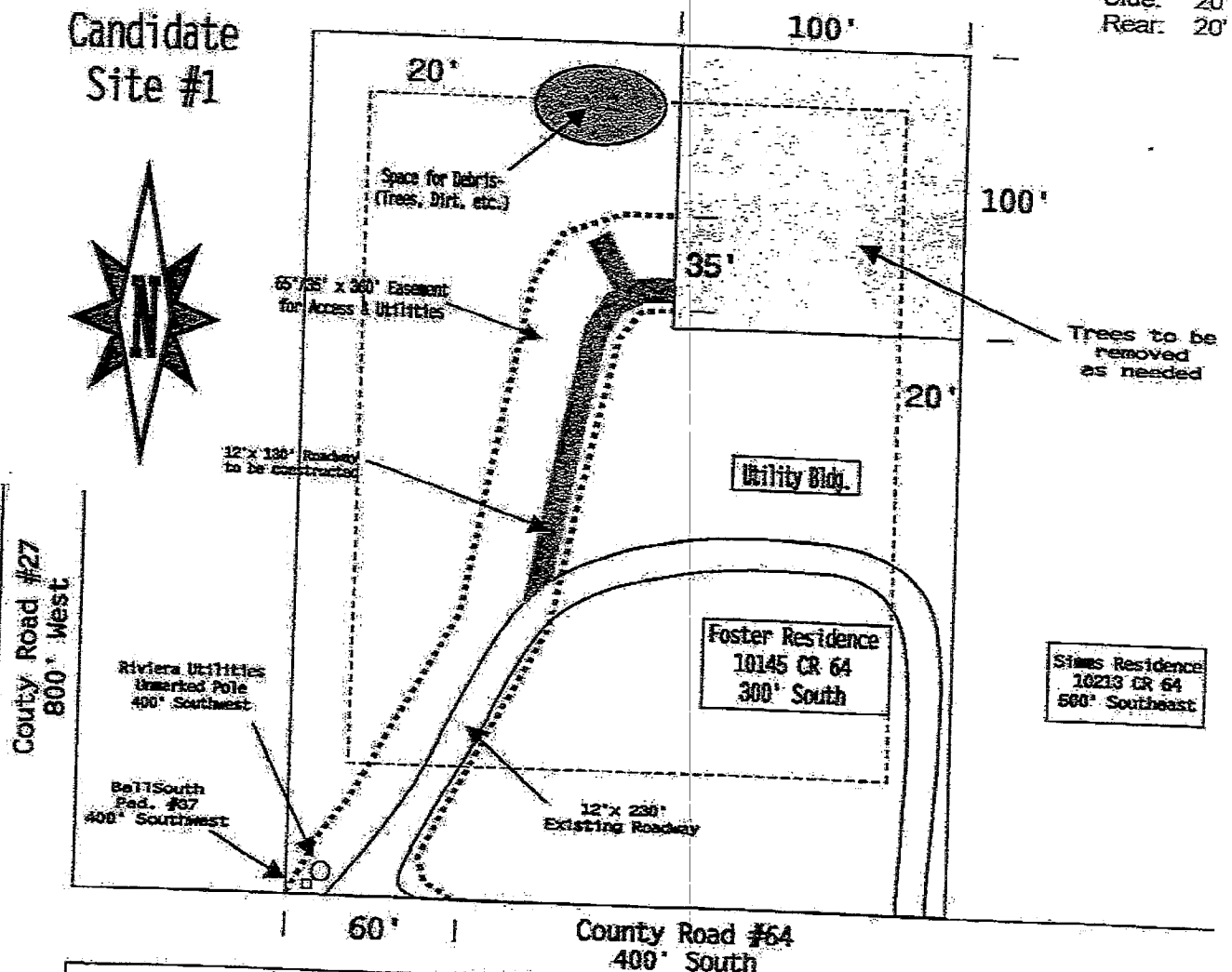
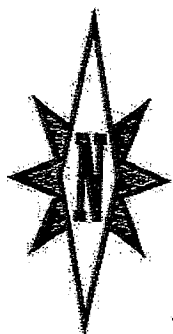
None

Front: 35'

Side: 20'

Rear: 20'

**Candidate
Site #1**



(NOT TO SCALE)

Approved:

Sidney S. Foster 4/4/01
Sidney S. Foster date

Barbara A. Foster 4/4/01
Barbara A. Foster date

* Tower type and height are subject to change. Final lease description including all rights-of-way and easements to be determined by actual ground survey and/or mutual agreement of both parties and included in the Lease Agreement.

SITE SKETCH

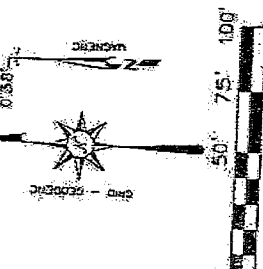
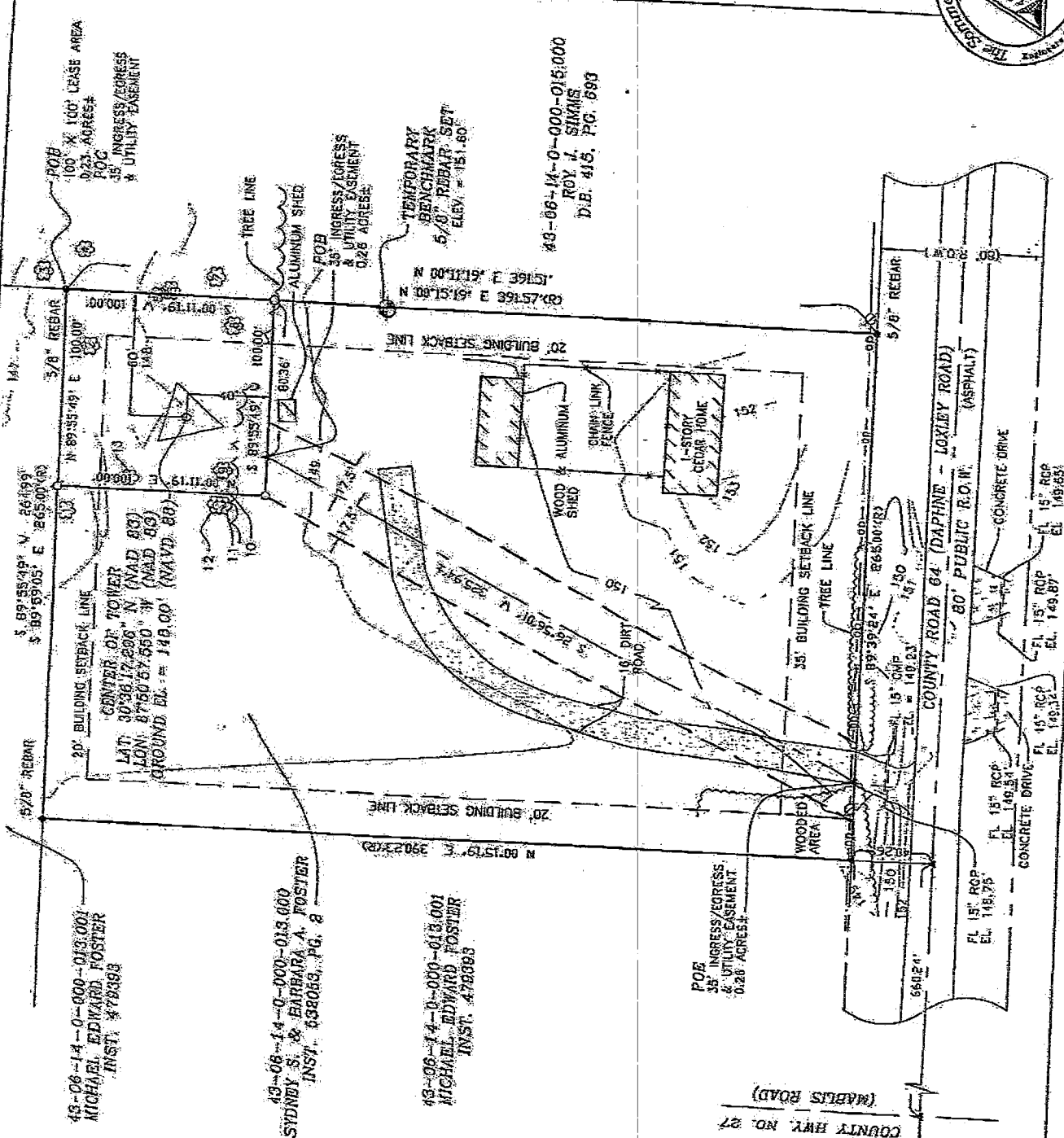
NO.	REVISIONS	DATE
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The Somerville Group, Inc.
 Surveyors, Planners, Engineers
 2020 7th Avenue South
 Birmingham, Alabama 35203
 Phone: (205) 928-1200 Fax: (205) 928-1201
 Mobile: (205) 928-1202

CLIENT
 TYPE OF SURVEY: BOUNDARY AND TOPOGRAPHIC

PROJECT
 NAME: BELFOREST
 ADDRESS: 1417 30th St, N (NAD 83)
 CITY: BIRMINGHAM, AL
 STATE: AL
 ZIP: 35203

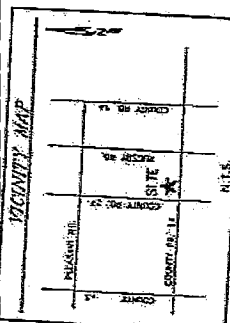
DATE
 07/02/07



TREE SURVEY DATA:

TREE NO.	SIZE	TYPE
1	12"	OK
2	12"	TREE
3	12"	TREE
4	12"	TREE
5	12"	TREE
6	12"	TREE
7	12"	TREE
8	12"	TREE
9	12"	TREE
10	12"	TREE
11	12"	TREE
12	12"	TREE
13	12"	TREE

BELFOREST
SITE #AL-0117
SEC. 14, T-5-S, R-2-E
BALDWIN COUNTY, ALABAMA



LEGEND

1	POWER BOX	10	5/8" CEDAR REBAR SET
2	POWER METER	11	FOUND PROPERTY MARKER
3	TELEPHONE RECEPTACLE	12	TEMPORARY BEACH MARK
4	CURB	13	POINT OF BEGINNING
5	LIGHT POLE	14	POINT OF COMMENCEMENT
6	POWER POLE	15	POINT OF ENDING
7	CURB ANCHOR	16	CALCULATED POINT
8	DRIVE WILEY	17	RECORDED INFORMATION
9	FLUNG WILEY	18	RIGHT-OF-WAY
		19	SETBACK

FLOOD NOTE

The subject property appears to be in Zone "C" of the Flood Insurance Rate Map and is NOT in a special flood hazard area and hence no special Base Flood Elevation is needed for verification. Zone "C" is outside the 100 year flood zone.

SURVEYORS NOTES

1. Topographic Survey, made on the ground under the supervision of a Alabama Registered Land Surveyor. Date of survey is June 28, 2001.
2. Bearings are based on Old North.
3. No underground utilities, underground encroachments or building foundations were measured, or located, or a part of the survey unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
4. Benchmark used is a concrete monument, old brook site. NAD 83 datum with a shown elevation of 138.7 feet (32.0 meters). BIP 7 B05008, Chasle benchmark is on the survey. Elevation shown on the map and refer to NAD 83.
5. The survey was conducted for the purpose of a Topographic Survey only, and is intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
6. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when plotting and/or doing.
7. This Survey was conducted within the limits of an Abstract Title search.
8. Surveyor hereby states the Geodetic Coordinates and the Elevation shown for the proposed boundaries of the lower are accurate to within +/- 50 feet horizontally and to within +/- 20 feet vertically. (NOMA Accuracy Class 2B).

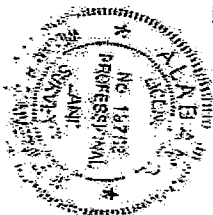
SURVEYORS CERTIFICATION

To: Signal One, LLC
This is to certify that this map of plot and the survey on which it is based were made in accordance with Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, fully established and adopted by ALTA, ACSM and NSPS in 1989, and included items 1-6, 10-12 of Table A thereof. Pursuant to the Accuracy Standards adopted by ALTA, NSPS and ACSM and in effect on the date of this certification, undersigned further certifies that:

The survey measurements were made in accordance with the Minimum Angle, Distance, and Closure Requirements for Survey Measurements which Control Land Boundaries for ALTA/ACSM Land Title Surveys.

William H. Sommerville III

William H. Sommerville III
Alabama Registered Surveyor
LS-19783



LEGAL DESCRIPTIONS

LEASE TRACT DESCRIPTION (INSTRUMENT 532053, PAGE 2)

Lot 3 as recorded on State Highway in the office of the Judge of Probate, Baldwin County, Alabama.

100' X 100' LEASE AREA

A parcel of land lying in Section 14, Township 3 South, Range 2 East, Baldwin County, Alabama, being more particularly described as follows:

Beginning at a 5/8" rebar being the Northern corner of a parcel of land described in Instrument 532053, page 2 in the office of Probate Office, Baldwin County, Alabama; thence run S 00° 11' 19" W a distance of 100.00 feet to a 5/8" capped rebar set (LS 19572); thence run S 33° 49' W a distance of 100.00 feet to a 5/8" capped rebar set (LS 19572); thence run S 11° 19' E a distance of 100.00 feet to a 5/8" capped rebar set (LS 19572); thence run S 85° 30' E a distance of 100.00 feet to the point of Beginning, containing 0.23 acres, more or less.

25' EGRESS/EGRESS & UTILITY EASEMENT

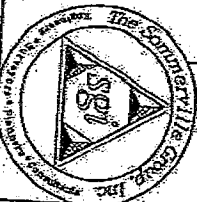
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REVISIONS		DATE
NO.	DESCRIPTION	

TYPE OF SURVEY BOUNDARY AND TOPOGRAPHIC
CLIENT: Signal One Group, Inc.
Lee Engineers & Environmental Services, Inc.
4030 Peachtree Road, Suite 400
Duluth, Georgia 30094
Phone: (404) 251-7995 Fax: (404) 251-7995
N/A
DATE: 07/07/01
SCALE: 1" = 50'
SHEET: 2 OF 2

The Sommerville Group, Inc.
Engineers • Surveyors • Planners • Consultants
2250 7th Avenue South
Birmingham, Alabama 35203
Office: (205) 251-7995 Fax: (205) 251-7995



BELFOREST
SITE # AL-0117
SEC. 14, T-6-S, R-2-E
BALDWIN COUNTY, ALABAMA