

BK: 2022 PG: 838
Recorded: 3/24/2022 at 8:07:22.0 AM
Pages 9
County Recording Fee: \$47.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$50.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Type of Document: Assignment and Assumption of Ground Lease

Return To: Fidelity National Title, 7130 Glen Forest Dr, Ste 300 Richmond VA 23226

Dated: 02/24/2022

Prepared By: Vertical Bridge Development LLC
Millie Shearer
750 Park of Commerce Drive
Boca Raton FL 33487
Ph# 561-948-6358

Grantor address: Cloud 1 Services, LLC
417 Pine Street
Green Bay WI 54301

Grantee address: Vertical Bridge Development, LLC
750 Park of Commerce Drive
Boca Raton, FL 335487

See attached Exhibit A: Southeast quarter $\frac{1}{4}$ of the Northeast quarter $\frac{1}{4}$ of the Southwest quarter $\frac{1}{4}$ and the Southeast quarter $\frac{1}{4}$ of the Southwest quarter $\frac{1}{4}$ of Section Ten (10), Township Seventy Four (74) North, Range Twenty-eight (28) West

**Prepared By, and Upon Recording
Return to:**

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

(Above Space For Recorder's Use Only)

Site ID: US-IA-5088
Site Name: Macksburg

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of this 24th day of February, 20 22 (the "Transfer Date") by and between **Cloud 1 Services, LLC**, a Wisconsin limited liability company ("Assignor"), and **Vertical Bridge Development, LLC**, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee have entered into a Development Services Agreement, dated June 20, 2018, as amended (collectively, the "**Development Agreement**;" with capitalized terms used herein without definition having the meanings set forth therein); and

WHEREAS, pursuant to the Development Agreement, Assignor assigns to Assignee all of Assignor's right, title, and interest as lessee in the real property lease described on **Exhibit A** (the "**Lease**") and that Assignee accept such assignment and assume all of Assignor's duties, obligations, covenants and undertakings under the Lease on and after the Transfer Date.

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and in the Development Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Assignment of Lease.** Assignor does hereby assign, transfer, and convey unto Assignee, its successors and assigns, all of the right, title and interest of Assignor as lessee in, to and under the Lease, effective as of the date of the Transfer Date, TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, for and during all the rest, residue and remainder of the term of the Lease and any extensions or renewals thereof, all as set forth in the Lease, the provisions of which are by this reference thereto incorporated herein, together with all of Assignor's interest in (a) any rights of way and easements from the Premises or Leased Premises (as defined in the Lease) to a public road; and (b) such other rights of way and/or easements, if any, to run guy wires to such point to properly support towers and install anchors to secure said guy wires.

2. **Acceptance and Assumption of Lease.** Assignee hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Assignor to pay, discharge and perform, as and when due, all obligations of Assignor under the Lease 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, 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 Lease 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 Lease 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, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Lease and first accruing prior to the Transfer Date.

4. **Development Agreement Controls.** Nothing in this Assignment shall be deemed to expand or diminish the scope of the rights of any party to the Development Agreement that are contained in the Development Agreement. If there is a conflict or an apparent conflict between the provisions of this Assignment and the provisions of the Development Agreement, the provisions of the Development Agreement shall control.

5. **Lessor as Third Party Beneficiary.** Assignor and Assignee acknowledge that Landlord/Owner/Lessor of the Lease, and its successors and assigns, are intended third party beneficiaries of this Assignment and shall have the right to directly enforce Assignee’s obligations and assumptions hereunder to the same extent as if they were a party hereto.

6. **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. Facsimile or PDF signatures on this Assignment shall be deemed to be original signatures.

7. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors and assigns.

8. **Further Assurances.** Each party shall, from time to time, take such actions, execute such documents and agreement, and provide such certificates, as any other party may reasonably request to carry out and fulfill the transactions, and permit the exercise and performance of the rights and obligations, as are contemplated hereunder, and to effectuate the purpose and intent of this Assignment

[Remainder of page intentionally left blank; signature pages immediately following]

RECEIVED MAR 15 2022

[Assignor signature page to Assignment and Assumption of Ground Lease]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment to be effective as of the date first above written.

WITNESSES:

ASSIGNOR:

Cloud 1 Services, LLC
a Wisconsin limited liability company

[Signature]
Name: Derek Barber

By: [Signature]
Name: Mitch Olson

Kristin M Fortier
Name: [Signature]

Title: Chief Development Officer + General Counsel
Date: 2/17/22

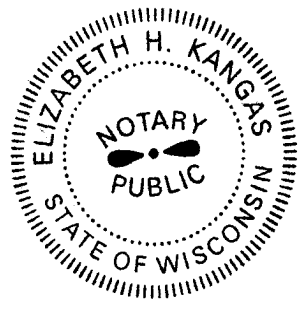
STATE OF Wisconsin
COUNTY OF Brown

On this 17th day of February, 20 22, before me, a Notary Public in and for said county, personally appeared Mitchel Olson (name of signatory), to me personally known, who being by me duly (sworn or affirmed) did say that that person(s) is CPO + General Counsel (title of signatory) of said company and that said instrument was signed on behalf of the said company by proper authority and the said Mitchel Olson (name of signatory) acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.

[Signature]
Notary Public

Printed Name: Elizabeth Kangar

My Commission Expires:
2/7/2025



[Assignee Signature page to Assignment and Assumption of Ground Lease]

WITNESSES:

ASSIGNEE:

Eva Lomb
Name: EVA Lomb

Elise Buchbach
Name: Elise Buchbach

Vertical Bridge Development, LLC
a Delaware limited liability company

Tim Tuck
By: Tim Tuck
Name: Vice President - Lease Administration
Title: _____
Date: 2/24/22

Legal: DS
TE

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 24 day of FEB, 2022, before me, a Notary Public in and for said county, personally appeared Tim Tuck (name of signatory), to me personally known, who being by me duly (sworn or affirmed) did say that that person(s) is VP LEASING ADMIN (title of signatory) of said company and that said instrument was signed on behalf of the said company by proper authority and the said VP LEASING ADMIN (name of signatory) acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.

Jeanne M Bruning
Notary Public

Printed Name: JEANNE M Bruning

My Commission Expires:
4/20/24

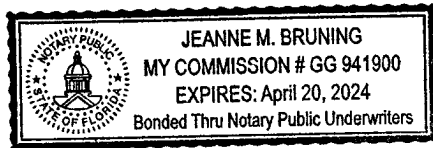


EXHIBIT A

Site Number: US-IA-5088
Site Name: Macksburg
Landlord Name: Sherry L. Cockrean
Tenant Name: Cloud 1 Services, LLC
Lease Execution Date: September 17, 2020
Recording information for Lease: Memorandum of Site Lease With Options dated September 17, 2020 recorded in Madison County, IA on September 25, 2020 at Bk: 2020; Pg: 3640; and Memorandum of Lease dated September 17, 2020 recorded in Madison County, IA on July 26, 2021 at Bk: 2021; Pg: 3084.

Ground Lease Description: See EXHIBIT A-1

EXHIBIT A-1

Legal Description

PARENT PARCEL:

The following described real estate in Madison County, Iowa:

Southeast Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) and the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Ten (10), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M. except commencing at a point 33 feet West of the Southeast Corner of said Southeast Quarter (1/4) Southwest Quarter (1/4), thence West 1289 feet, thence North 50 feet thence East 1289 feet thence South to the point of beginning and except an easement 20 feet wide at its widest point across the Northwest Corner of said Southeast Quarter (1/4) Southwest Quarter (1/4).

AND BEING the same property conveyed to Sherry L. Corkrean from Estate of Ruth Maxine Davis by Court Officer Deed dated June 6, 1996 and recorded June 7, 1996 in Deed Book 136, Page 365.

Tax Parcel No. 660141062040000

LEASE AREA:

100' X 100' LEASE AREA DESCRIPTION

A PORTION OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4-NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TEN (10), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., TOWN OF MONROE, MADISON COUNTY, IOWA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SAW CUT 'X' LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE N89° 33' 02"W, 392.16 FEET ALONG THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 10; THENCE N0° 00' 00"E, 1454.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N0° 00' 00"E, 100.00 FEET; THENCE N90° 00' 00"E, 100.00 FEET; THENCE S0° 00' 00"E, 100.00 FEET; THENCE N90° 00' 00"W, 100.00 FEET TO THE POINT OF BEGINNING. SAID LEASE AREA CONTAINS 10,000 SQUARE FEET (0.23 ACRES) AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

[continued on following pages]

ACCESS, UTILITY AND GUYED EASEMENT(S):

30' WIDE ACCESS & UTILITY EASEMENT CENTERLINE DESCRIPTION

A PORTION OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4-NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TEN (10), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., TOWN OF MONROE, MADISON COUNTY, IOWA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SAW CUT 'X' LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE N89° 33' 02"W, 392.16 FEET ALONG THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 10; THENCE N0° 00' 00"E, 1454.98 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE CONTINUING N0° 00' 00"E, 100.00 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE N90° 00' 00"E, 100.00 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE S0° 00' 00"E, 49.47 FEET ALONG THE EAST LINE OF THE AFOREMENTIONED LEASE AREA TO THE POINT OF BEGINNING; THENCE S90° 00' 00"E, 259.83 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY OF CARVER ROAD AND THE POINT OF TERMINATION. SAID ACCESS & UTILITY EASEMENT CENTERLINE CONTAINS 259.83 LINEAR FEET, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED. SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE EAST LINE OF THE AFOREMENTIONED LEASE AREA AND TO TERMINATE AT THE WESTERLY RIGHT-OF-WAY OF CARVER ROAD.

30' WIDE ACCESS & GUY EASEMENT #1 CENTERLINE DESCRIPTION

A PORTION OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4-NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TEN (10), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., TOWN OF MONROE, MADISON COUNTY, IOWA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SAW CUT 'X' LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE N89° 33' 02"W, 392.16 FEET ALONG THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 10; THENCE N0° 00' 00"E, 1454.98 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE CONTINUING N0° 00' 00"E, 50.00 FEET ALONG THE WEST LINE OF THE AFOREMENTIONED LEASE AREA TO THE POINT OF BEGINNING; THENCE N90° 00' 00"W, 150.00 FEET TO THE POINT OF TERMINATION. SAID ACCESS & GUY EASEMENT #1 CENTERLINE CONTAINS 150.00 LINEAR FEET AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED. SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE WEST LINE OF THE AFOREMENTIONED LEASE AREA.

30' WIDE ACCESS & GUY EASEMENT #2 CENTERLINE DESCRIPTION

A PORTION OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4-NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TEN (10), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., TOWN OF MONROE, MADISON COUNTY, IOWA, AND BEING FURTHER DESCRIBED AS FOLLOWS

COMMENCING AT A FOUND SAW CUT 'X' LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE N89° 33' 02"W, 392.16 FEET ALONG THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 10; THENCE N0° 00' 00"E, 1454.98 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE CONTINUING N0° 00' 00"E, 100.00 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE N90° 00' 00"E, 78.87 FEET ALONG THE NORTH LINE OF THE AFOREMENTIONED LEASE AREA TO THE POINT OF BEGINNING; THENCE N30° 00' 00"E, 142.26 FEET TO THE POINT OF TERMINATION. SAID ACCESS & GUY EASEMENT #2 CENTERLINE CONTAINS 142.26 LINEAR FEET AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED. SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE NORTH LINE OF THE AFOREMENTIONED LEASE AREA.

30' WIDE ACCESS & GUY EASEMENT #3 CENTERLINE DESCRIPTION

A PORTION OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4-NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TEN (10), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., TOWN OF MONROE, MADISON COUNTY, IOWA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SAW CUT 'X' LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE N89° 33' 02"W, 392.16 FEET ALONG THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 10; THENCE N0° 00' 00"E, 1454.98 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE S90° 00' 00"E, 78.87 FEET ALONG THE SOUTH LINE OF THE AFOREMENTIONED LEASE AREA TO THE POINT OF BEGINNING; THENCE S30° 00' 00"E, 147.27 FEET TO THE POINT OF TERMINATION. SAID ACCESS & GUY EASEMENT #3 CENTERLINE CONTAINS 147.27 LINEAR FEET AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED. SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE SOUTH LINE OF THE AFOREMENTIONED LEASE AREA.