BK: 2021 PG: 3084

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Pages 6

County Recording Fee: \$32.00 lowa E-Filing Fee: \$3.00

Combined Fee: \$35.00

Revenue Tax:

LISA SMITH RECORDER Madison County, Iowa

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

Prepared By and Upon Recording Return to:

Cloud 1 Services, LLC 417 Pine Street Green Bay, WI 54301 Attn: Jason Wied, Esq. 920-940-0144

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") evidences a Lease Agreement (the "Lease") between Sherry L. Corkrean ("Landlord"), whose address is 2312 Clark Ave., Ames, IA 50010 and Cloud 1 Services, LLC, a Wisconsin limited liability company, whose mailing address is 417 Pine Street, Green Bay, WI 54301 ("Tenant"), dated ("Tenant"), dated (the "Property") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is <u>July 26, 2021</u> (to be filled in at a later date). The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with seven (7) renewal option(s) of an additional five (5) years each, and further provides:

- 1. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property for the construction, operation and/or maintenance of communications towers and related facilities;
- 2. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);
- 3. The Premises may be used by Tenant for the erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;
- 4. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon;

Site Name: Macksburg Site Number: MADI 6335

- 5. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and
- 6. 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 Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN ON NEXT PAGE

Site Name: Macksburg Site Number: MADI 6335 IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:	
Sherry L. Corkrean	
By: Sherry S. Corkrean	
Name: Sherry L. Corkrean	
Its: Landowner	
Date: September 10, 2020	
STATE OF Towa COUNTY OF Maline Ss.	
COUNTY OF Maline) ss.	
On 9/10/2020 , before me, appeared them L. Corkress, who proved to	Mark L. Smith, personally
appeared There L. Corkrean, who proved to	me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the	e within instrument and acknowledged to
me that he/she/they executed the same in his/her/their his/her/their signature(s) on the instrument the person(s)	
person(s) acted, executed the instrument.	, of the entity upon behalf of which the
I certify under PENALTY OF PERJURY under the laws the forgoing paragraph is true and correct.	of the State of that
WITNESS my hand and official seal.	
Signature 1 Sante	(0.1)
Signature 7 7 7 7	(Seal)
My Commission Expires: 5/10/2021	MARK L. SMITH
· V/10/3021	Commission Number 740655 My Commission Expires May 10, 7021

Site Name: Macksburg Site Number: MADI 6335

(Tenant's Signature Page to Memorandum of Lease)

TENANT: Cloud 1 Services, LLC, a Wisconsin limited liability company
By: Di
Name: Steven J. Schneider
Its: <u>President/CEO</u>
Date: 9/11/2020
STATE OF WICCOMM) ss. COUNTY OF BYOUR) ss. On Sold More The Sold before me, Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of WICCOMM that the forgoing paragraph is true and correct.
WITNESS my hand and official seal. Signature ROPPL My Commission Expires: O-M-D- MOTARY PUBLIC P

Site Name: LUCAS Site Number: LUCA-6333

EXHIBIT A

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.

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.