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BRANDY L. MACUMBER, 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: 12/22/2022

Prepared By: Vertical Bridge Development, LLC
Renee Winslow
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
PH# 561-948-6358

Grantee address: Vertical Bridge Development, LLC
750 Park of Commerce Drive
Boca Raton, FL 33487

See attached Exhibit A: South Half ½ of the Southwest quarter ¼ of Section Thirty Two (32), Township Seventy Six (76) North, Range Twenty Nine (29) 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-5104
Site Name: Winterset
Commitment No: 33236630

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of this 22nd day of December, 2022 (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]

[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.

ASSIGNOR:

Cloud 1 Services, LLC
a Wisconsin limited liability company

By: Joe Vanderhauwen
Name: Joe Vanderhauwen
Title: Chief Financial Officer
Date: 12/16/22

STATE OF WI

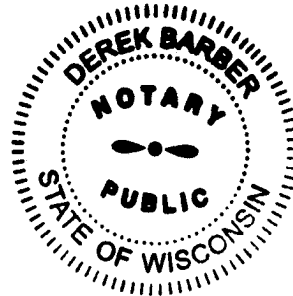
COUNTY OF Brown

On this 16 day of December, 2022, before me, a Notary Public in and for said county, personally appeared Joe Vanderhauwen (name of signatory), to me personally known, who being by me duly (sworn or affirmed) did say that that person(s) is Chief Financial Officer (title of signatory) of said company and that said instrument was signed on behalf of the said company by proper authority and the said Joe Vanderhauwen (name of signatory) acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.

Derek Barber
Notary Public

Printed Name: Derek Barber

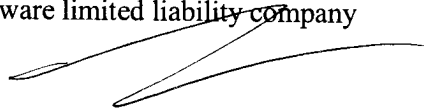
My Commission Expires: Permanent



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

ASSIGNEE:


Vertical Bridge Development, LLC
a Delaware limited liability company

By: 
Name: Adam B. Ginder
Title: VP & Associate General Counsel
Date: Dec. 22, 2022

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this 22nd day of December, 2022, before me, a Notary Public in and for said county, personally appeared Adam B. Ginder, to me personally known, who being by me duly (sworn or affirmed) did say that that person(s) is VP & Associate General Counsel of said company and that said instrument was signed on behalf of the said company by proper authority and the said Adam B Ginder acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.


Notary Public

Printed Name: Julie Ann Carson

My Commission Expires: 10/21/2023



Julie Ann Carson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG924624
Expires 10/21/2023

EXHIBIT A

Site Number: US-IA-5104
Site Name: Winterset
Landlord Name: William C. Eggers and Kathleen A. Eggers, husband and wife,
owners in common with Rights of Survivorship
Tenant Name: Cloud 1 Services, LLC
Lease Execution Date: April 30, 2020
Recording information for Lease: Memorandum of Site Lease With Options dated April 30, 2020
recorded in Madison County, IA on May 6, 2020 at Bk: 2020;
Pg: 1533; and Memorandum of Lease dated April 30, 2020
recorded in Madison County, IA on July 11, 2022 at Bk: 2022
Pg: 2043.

Ground Lease Description: See EXHIBIT A-1

EXHIBIT A-1

Legal Description

PARENT PARCEL:

The South Half (1/2) of the Southwest Quarter (1/4) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M. Madison County, Iowa, except commencing at the Southwest corner of said Section and running thence North 781.6 feet to the center of the highway, thence along the centerline of the highway North 89 degrees East 708 feet, thence South 50 degrees 33' East 460 feet, thence South 221 degrees 15' East 549 feet to the South line of said Section, thence West 1262.1 feet to the point of beginning, containing 19.34 acres, more or less.

AND BEING the same property conveyed to William C. Eggers and Margaret L. Eggers from First Christian Church (Disciples of Christ) of Winterset, Iowa, a corporation by Warranty Deed dated April 2, 1993 and recorded April 6, 1993 in Deed Book 131, Page 354; AND FURTHER CONVEYED to William C. Eggers from Margaret L. Eggers by Quit Claim Deed dated August 11, 1999 and recorded September 2, 1999 in Deed Book 141, Page 799; AND FURTHER CONVEYED to William C. Eggers and Kathleen A. Eggers from William C. Eggers by Warranty Deed dated October 13, 2016 and recorded October 13, 2016 in Deed Book 2016, Page 3052.

Tax Parcel No. 290 290053260010000 00

LEASE:

100' X 100' LEASE AREA DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., TOWNSHIP OF JACKSON, MADISON COUNTY, IOWA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE N0° 32' 52"E, 841.11 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 32; THENCE N90° 00' 00"W, 320.08 FEET TO THE POINT OF BEGINNING; THENCE N12° 01' 59"W, 100.00 FEET; THENCE S77° 58' 01"W, 100.00 FEET; THENCE S12° 01' 59"E, 100.00 FEET; THENCE N77° 58' 01"E, 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.

ACCESS & UTILITY EASEMENT DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., TOWNSHIP OF JACKSON, MADISON COUNTY, IOWA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE N0° 32' 52"E, 841.11 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 32; THENCE N90° 00' 00"W, 320.08 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA AND THE POINT OF BEGINNING; THENCE N12° 01' 59"W, 203.23 FEET; THENCE N30° 02' 54"E, 68.23 FEET; THENCE N49° 27' 58"E, 260.16 FEET TO THE WESTERLY PUBLIC RIGHT-OF-WAY OF BURR OAK AVENUE; THENCE S20° 23' 41"E, 100.00 FEET ALONG THE WESTERLY PUBLIC RIGHT-OF-WAY OF BURR OAK AVENUE; THENCE S65° 40' 36"W, 229.96 FEET; THENCE S30° 02' 54"W, 51.90 FEET; THENCE S12° 01' 59"E, 191.69 FEET; THENCE S77° 58' 01"W, 30.00 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA AND THE POINT OF BEGINNING. SAID ACCESS & UTILITY EASEMENT CONTAINS 23,098.97 SQUARE FEET (0.53 ACRES), MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

EXHIBIT A-1 CONTINUED

10' WIDE UTILITY EASEMENT CENTERLINE DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., TOWNSHIP OF JACKSON, MADISON COUNTY, IOWA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE N0° 32' 52"E, 841.11 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 32; THENCE N90° 00' 00"W, 320.08 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE N12° 01' 59"W, 75.57 FEET ALONG THE EAST LINE OF THE AFOREMENTIONED LEASE AREA TO THE POINT OF BEGINNING; THENCE N72° 38' 15"E, 314.28 FEET TO THE WESTERLY PUBLIC RIGHT-OF-WAY OF BURR OAK AVENUE AND THE POINT OF TERMINATION. SAID UTILITY EASEMENT CENTERLINE CONTAINS 314.28 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 TERMINATE AT THE WESTERLY PUBLIC RIGHT-OF-WAY OF BURR OAK AVENUE.

30' WIDE ACCESS & GUY EASEMENT #1 CENTERLINE DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., TOWNSHIP OF JACKSON, MADISON COUNTY, IOWA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE N0° 32' 52"E, 841.11 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 32; THENCE N90° 00' 00"W, 320.08 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE N12° 01' 59"W, 49.42 FEET ALONG THE EAST LINE OF THE AFOREMENTIONED LEASE AREA TO THE POINT OF BEGINNING; THENCE N77° 45' 09"E, 174.54 FEET TO THE POINT OF TERMINATION. SAID ACCESS & GUY EASEMENT #1 CENTERLINE CONTAINS 174.54 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 EAST LINE OF THE AFOREMENTIONED LEASE AREA.

30' WIDE ACCESS & GUY EASEMENT #2 CENTERLINE DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., TOWNSHIP OF JACKSON, MADISON COUNTY, IOWA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE N0° 32' 52"E, 841.11 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 32; THENCE N90° 00' 00"W, 320.08 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE N12° 01' 59"W, 100.00 FEET ALONG THE EAST LINE OF THE AFOREMENTIONED LEASE AREA TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE S77° 58' 01"W, 54.97 FEET ALONG THE NORTH LINE OF THE AFOREMENTIONED LEASE AREA TO THE POINT OF BEGINNING; THENCE N42° 14' 51"W, 141.36 FEET TO THE POINT OF TERMINATION. SAID ACCESS & GUY EASEMENT #2 CENTERLINE CONTAINS 141.36 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.

EXHIBIT A-1 CONTINUED

30' WIDE ACCESS & GUY EASEMENT #3 CENTERLINE DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., TOWNSHIP OF JACKSON, MADISON COUNTY, IOWA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE N0° 32' 52"E, 841.11 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 32; THENCE N90° 00' 00"W, 320.08 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE S77° 58' 01"W, 53.69 FEET ALONG THE SOUTH LINE OF THE AFOREMENTIONED LEASE AREA TO THE POINT OF BEGINNING; THENCE S17° 45' 09"W, 143.17 FEET TO THE POINT OF TERMINATION. SAID ACCESS & GUY EASEMENT #3 CENTERLINE CONTAINS 143.17 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.