

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is made and entered into as of May ___, 2023, by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN ("RDA") and GENCAP EMEM SHEBOYGAN 101, LLC ("Buyer").

RECITALS

A. RDA is the owner of that certain real property located in Sheboygan, Wisconsin more particularly described in Exhibit A attached hereto (the "Property").

B. RDA and General Capital Acquisitions, LLC ("General Capital") entered into to that certain Offer to Purchase dated as of December 1, 2021, as amended (the "Purchase Agreement") pursuant to which RDA wishes to sell, and GENCAP wishes to purchase, the Property. General Capital will assign its right, title and interest in the Purchase Agreement to Buyer.

C. Buyer wishes to construct 101 units of multifamily housing on the Property (the "Project") in accordance with the terms of that certain Development Agreement between the City of Sheboygan and Buyer dated as of March 23, 2023.

B. In order to facilitate development of the Project, Buyer desires to complete certain abatement and demolition activities on the Property more particularly set forth in the attached Exhibit B (the "Work") prior to the conveyance of the Property from RDA to Buyer.

C. Buyer wishes to obtain from RDA the temporary right to enter upon the Property in order to perform the Work.

D. RDA is willing to permit Buyer to have access to the Property for such purpose, subject to and in accordance with the terms and conditions of this Agreement.

AGREEMENTS

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and RDA agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Access. RDA hereby grants permission to Buyer and such employees, agents, consultants, service providers and contractors as Buyer may designate and their respective agents and subcontractors (individually, an "Entering Party" and collectively,

the "Entering Parties"), at Buyer's sole risk and expense, to enter upon the Property for the limited purposes of performing the Work. Buyer may not enter the Property for any other purpose without RDA's prior written consent, which consent may be withheld in RDA's sole discretion. Buyer hereby waives, releases, and discharges RDA from losses, damages, expenses, liabilities, claims, demands, causes of action and remedies of whatever kind or nature which arise out of and/or relate in any manner whatsoever to the performance of the Work or other entry upon any or all of the Property by the Entering Parties.

3. Entry onto Property. The Entering Parties shall have the right to enter the Property at reasonable times and in a reasonable manner so as to be able to perform the Work.

4. Timing and Performance of Work.

(a) The Entering Parties shall perform the Work under this Agreement in a good, workmanlike manner. The Entering Parties shall work diligently and exercise reasonable commercial efforts to complete the Work in a timely fashion. The Entering Parties shall assume full responsibility for and will comply with all applicable laws, regulations, codes and ordinances applying and pertaining to the performance of the Work, including all Environmental Laws. "Environmental Laws" means all federal, state, and local laws, ordinances, regulations, standards, rules, policies, and other governmental requirements, administrative rulings, court judgments, and decrees, and all amendments thereto, relating to pollution or protection of human health, wetlands, wildlife, natural resources, or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Environmental Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., and the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, et seq., as any such statutes may be amended, restated, modified, or supplemented from time to time, and all regulations adopted thereunder, and all state and local analogs. In addition to the foregoing, Environmental Laws also means and includes all voluntary cleanup programs and/or brownfields programs under federal, state, or local law. "Hazardous Materials" means any substance or material defined in or governed by any Environmental Laws as a dangerous, toxic or hazardous pollutant, contaminant, chemical waste, material or substance, and also including urea-formaldehyde, polychlorinated biphenyls, dioxin, radon, mold, fungi, lead, lead based

paint, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, including, but not limited to crude oil or any fraction thereof, methane gas, natural gas, natural gas liquids, gasoline and synthetic gas, Toxic Mold, or any other waste, material, substance, pollutant or contaminant which would subject the owner or operator of the Project to any damages, penalties or liabilities under any applicable Environmental Laws. .

(b) Buyer shall secure and pay for all demolition permits, abatement permits, disposal permits and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

(c) Buyer shall ensure that no liens are placed on the Property by any entities performing the Work. Buyer agrees to indemnify and hold RDA harmless from and against any and all Claims relating to any liens or other claims for payment made by any party involved in completing the Work. This indemnity shall survive the termination of this Agreement.

5. Compliance with Agreement. Buyer shall require each of the Entering Parties who will be entering on the Property to comply with the provisions of this Agreement.

6. Indemnification. To the fullest extent permitted by law, Buyer shall indemnify, defend and hold RDA harmless from and against any losses, damages, expenses, liabilities, claims, demands, and causes of action (together with legal fees and other expenses incurred by RDA in connection therewith), resulting directly or indirectly from the performance of the Work or other entry upon any or all of the Property by the Entering Parties or their agents or representatives, including, without limitation, any losses, damages, expenses, liabilities, claims, demands, and causes of action resulting, or alleged to be resulting, from injury or death of persons, or damage to the Property or other property. The foregoing obligations shall survive termination of this Agreement.

7. Insurance.

(a) Buyer shall cause its consultants, contractor(s) and their subcontractors to maintain for the term of this Agreement, one or more insurance policies with the following coverage limits:

Worker's Compensation Statutory	Statutory
Employer's Liability	\$ 100,000 per accident \$ 500,000 per employee (disease)
Commercial General Liability	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate

Automobile Liability	\$ 1,000,000 per occurrence
	\$ 2,000,000 aggregate

(b) Buyer shall require each of its consultants, contractors and their subcontractors to comply with the provisions of the Agreement, including, but not limited to, the insurance requirements described in subparagraph 7(a) hereof.

(c) Buyer shall cause its consultants, contractors and their subcontractors to provide to RDA certificates evidencing the requisite insurance coverage and naming RDA as additional insured.

8. Term. Unless otherwise agreed in writing, this Agreement shall be in effect until the earlier of: (a) all Work is completed or (b) the date Buyer acquires ownership of the Property.

9. Authority to Enter Into Agreement. The individuals executing this Agreement on behalf of the parties herein represent and warrant that they have the authority to execute this Agreement, said representation and warranty shall survive the execution of this Agreement.

10. Miscellaneous. This Agreement sets forth the entire understanding among the parties with respect to the subject matter hereof. This Agreement shall be governed by the laws of the State of Wisconsin and any dispute under this Agreement shall be venued in Wisconsin. This Agreement may not be amended, changed, altered or modified except in writing signed by all of the parties hereto. Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken shall constitute but one and the same instrument. This Agreement may be executed by signing and delivery, in person or by facsimile transmittal.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered on the date first set forth above.

REDEVELOPMENT AUTHORITY OF THE
CITY OF SHEBOYGAN

By: _____
Name: _____
Its _____

GENCAP EMEM SHEBOYGAN 101, LLC

By: GenCap Emem 101 MM, LLC,
Managing member

By: General Capital Management, Inc.,
Manager

By: _____
David Weiss
Chief Executive Officer

EXHIBIT A

THE PROPERTY

PARCEL 1:

THE SOUTH 1/2 OF LOT 8 AND THE EAST ONE (1) FOOT OF THE SOUTH 1/2 OF LOT 7 IN BLOCK 243 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

PARCEL NO.: 59281505840

PARCEL 2:

THE SOUTH ONE-HALF (S 1/2) OF LOT NINE (9), BLOCK TWO HUNDRED FORTY-THREE (243) OF THE ORIGINAL PLAT, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY WISCONSIN.

PARCEL NO.: 59281505860

PARCEL 3:

A TRACT OF LAND IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS COMPRISING THE NORTH HALF OF LOTS 7 THROUGH 12, INCLUSIVE, IN BLOCK 243 OF THE SAID CITY OF SHEBOYGAN, AS PER THE PLAT THEREOF ON FILE IN THE OFFICIAL PUBLIC RECORDS OF SAID SHEBOYGAN COUNTY, WISCONSIN.

PARCEL NO.: 59281505930

PARCEL 4:

THE WEST ONE-HALF (W 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF LOT TEN (10), IN BLOCK TWO HUNDRED FORTY-THREE (243) OF THE ORIGINAL PLAT, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY WISCONSIN.

PARCEL NO.: 59281505870

PARCEL 5:

THE NORTH 1/2 OF THE WEST 45' OF LOT 4, BLOCK 243, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

PARCEL NO.: 59281505800

PARCEL 6:

THE NORTH 42 FEET OF THE SOUTH 75 FEET OF THE WEST 45 FEET OF LOT 4, BLOCK 243, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

PARCEL NO.: 59281505810

PARCEL 7:

THE SOUTH THIRTY-THREE (33) FEET OF THE SOUTH ONE-HALF (S 1/2) OF THE WEST FORTY-FIVE (45) FEET OF LOT FOUR (4), BLOCK TWO HUNDRED FORTY-THREE (243) OF SHEBOYGAN ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

PARCEL NO.: 59281505820

PARCEL 8:

THE EAST ONE-HALF (E 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF LOT TEN (10), BLOCK TWO HUNDRED FORTY-THREE (243) OF THE ORIGINAL PLAT, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

PARCEL NO.: 59281505880

PARCEL 9:

LOTS 1, 2, 3 AND THE EAST 15.00 FEET OF LOT 4, BLOCK 243 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF, ALSO DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE OF SAID BLOCK 243, 206.22 FEET; THENCE N00°09'14"W, 153.55 FEET (RECORDED AS 150.00 FEET) TO THE NORTH LINE OF SAID BLOCK 243; THENCE S89°10'42"E ALONG SAID NORTH LINE, 113.69 FEET (RECORDED AS 115.00 FEET) TO THE NORTHEASTERLY LINE OF SAID BLOCK 243; THENCE S31°27'41"E ALONG SAID NORTHEASTERLY LINE, 178.10 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THAT PART OF THE VACATED SOUTH COMMERCE STREET RIGHT-OF-WAY LYING EASTERLY OF AN ADJACENT THERETO.

PARCEL NO.: 59281505760

PARCEL 10:

THE WEST 59 FEET OF THE SOUTH ONE-HALF (S 1/2) OF LOT SEVEN (7),
BLOCK TWO HUNDRED FORTY-THREE (243) OF THE ORIGINAL PLAT, IN THE
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

PARCEL NO.: 59281505830

PARCEL 11:

LOTS 1, 2, 3, 4 AND 5, BLOCK 232 OF THE ORIGINAL PLAT OF THE CITY OF
SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE
RECORDED PLAT THEREOF, ALSO DESCRIBED AS: COMMENCING AT THE
SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING THE POINT OF
BEGINNING; THENCE N31°27'41"W ALONG THE SOUTHWEST LINE OF SAID
BLOCK 232, 269.13 FEET (RECORDED AS 260 FEET) TO THE NORTHWEST
CORNER OF SAID LOT 5; THENCE N59°18'40"E ALONG THE
NORTHWESTERLY LINE OF SAID LOT 5, 131.3 FEET, MORE OR LESS, TO THE
SOUTHWESTERLY BANK OF THE SHEBOYGAN RIVER; THENCE S51°37'13"E
ALONG SAID RIVER, 34.9 FEET, MORE OR LESS, TO THE EAST LINE OF SAID
BLOCK 232 (ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SOUTH NINTH
STREET); THENCE S00°01'48"E ALONG SAID EAST LINE, 274.9 FEET, MORE OR
LESS, TO THE POINT OF BEGINNING; TOGETHER WITH THAT PART OF THE
VACATED SOUTH COMMERCE STREET RIGHT-OF-WAY LYING WESTERLY
OF AND ADJACENT THERETO; EXCEPTING THEREFROM PART OF LOTS 4
AND 5, BLOCK 232 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT
THEREOF, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST
CORNER OF SAID LOT 5; THENCE N59°18'40"E ALONG THE
NORTHWESTERLY LINE OF SAID LOT 5, 93.78 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUING N59°18'40"E ALONG SAID
NORTHWESTERLY LINE, 37.5 FEET, MORE OR LESS, TO THE BANK OF THE
SHEBOYGAN RIVER; THENCE S51°37'13"E ALONG SAID RIVER BANK, 34.9
FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF SOUTH NINTH
STREET (ALSO BEING THE EAST LINE OF SAID BLOCK 232); THENCE
S00°01'48"E ALONG SAID WEST LINE, 44.7 FEET, MORE OR LESS; THENCE
N51°37'13"W, 76.06 FEET TO THE POINT OF BEGINNING.

PARCEL NO.: 59281505670

EXHIBIT B

THE WORK

[See attached]