

**ASSIGNMENT AND CONSENT TO
ASSIGNMENT OF GROUND LEASE**

The Leaning Shanty, LLC, a Wisconsin limited liability company (“**Assignor**”), for a valuable consideration, assigns and conveys to **Rautmann River, LLC** (“**Assignee**”) the Lessee’s interest in a Ground Lease dated the 18th day of September, 1991, executed by The Redevelopment Authority of Sheboygan as Lessor to Christine E. Holbrook, Michael J. Roth, and Susan C. Roth, d/b/a/ Harborside Project 809 as Lessee regarding land in Sheboygan County, State of Wisconsin, which Ground Lease was recorded in the Office of the Register of Deeds of Sheboygan County, on February 14, 1992, in Volume 1200 of Records, Pages 392/402, Document Number 1334867. The Ground Lease encumbers real estate described in the attached Exhibit A.

The parties acknowledge that the interest of Susan C. Roth in the Ground Lease was assigned to Michael J. Roth and Christine E. Holbrook, as recorded in the Office of the Register of Deeds of Sheboygan County, on April 16, 1993, in Volume 1268 of Records on Pages 551/2 of Document

Assignor represents and warrants that it owns the entire Lessee’s leasehold interest in the Ground Lease; has not previously assigned, transferred, pledged, mortgaged, or otherwise encumbered that interest, except as expressly disclosed in this Assignment; and has full right, power, and authority to make this Assignment.

The parties acknowledge the Assignment and Consent to Assignment of Ground Lease dated August 4, 1998, executed by Christine E. Holbrook and Michael J. Roth, d/b/a Harborside Project 809, to The Leaning Shanty, LLC, which Assignment and Consent was recorded in the Office of the Register of Deeds of said County on August 17, 1998, in Volume 1598 of Records on Pages 823/4 of Document Number 1515317. Further, the parties hereby acknowledge and agree the aforementioned recorded Assignment and Consent contained a clerical error, and to correct the public record for the purposes of this new Assignment, the parties agree that of said recorded document is corrected in part to accurately reflect the original contracting parties were the Redevelopment Authority of Sheboygan as Lessor and Christine E. Holbrook, Michael J. Roth and Susan C. Roth d/b/a Harborside Project 809 as Lessee and that said Lessee assigned its interest therein to The Leaning Shanty, LLC.

For purposes of this Assignment, the “Effective Date” means the date on which this Assignment has been executed by Assignor, Assignee, and Lessor, as evidenced by the last signature affixed. Effective as of the Effective Date, by accepting and recording this Assignment, Rautmann River, LLC, as Assignee, assumes and agrees to timely pay, perform, and fulfill only those obligations contained in the portions of the Ground Lease and related documents that have actually been provided to Assignee and are specifically identified in or attached to this Assignment. Assignee does not assume any obligation contained solely in Ground Lease documentation or exhibits that have not been provided to Assignee, including any complete Ground Lease documentation or exhibits that the City has been unable to locate.

Based on its records, The Redevelopment Authority of Sheboygan confirms that the Ground Lease is currently in full force and effect, has not been modified except as disclosed in this Assignment, is paid current, and is not subject to any existing default or notice of default. In consideration of Assignee's assumption of the Ground Lease as expressly limited above, The Redevelopment Authority of Sheboygan hereby consents to the above assignment and releases and forever discharges The Leaning Shanty, LLC from any and all financial defaults, performance liabilities, or obligations under the Ground Lease arising after the Effective Date, and agrees that all future liability regarding the Ground Lease

RETURN:
HOLDEN & HAHN, SC.
903 NORTH 6TH STREET
SHEBOYGAN, WI 53081
(H&H-22252)

Part of 59281109920.
This is not homestead property.

assumed by Rautmann River, LLC shall be the obligation of Rautmann River, LLC and its successors and assigns. The Redevelopment Authority of Sheboygan, for itself and the City of Sheboygan, further acknowledges that Rautmann River, LLC, as Lessee, shall have all rights to use the buildings and improvements located on the real estate described in Exhibit A during the term of the Ground Lease.

Assignor shall indemnify, defend, and hold harmless Assignee and its members, managers, officers, agents, successors, and assigns from and against all defaults, liabilities, obligations, claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from or attributable to any period before the Effective Date.

This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically, including by electronic mail in portable document format or by an electronic-signature service, shall be deemed original signatures and shall be fully effective for all purposes.

[Remainder of Page Intentionally Left Blank. Signatures to Follow.]

Dated this _____ day of _____, 2026.

ASSIGNOR: The Leaning Shanty, LLC, a Wisconsin limited liability company

By: Teek Phippen, Member

ACKNOWLEDGMENT.

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me on this _____ day of _____, 2026, the above-named Teek Phippen as a member of the Leaning Shanty, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

*Print Name: _____

Notary Public, State of Wisconsin

My Commission expires _____.

Dated this _____ day of _____, 2026.

ASSIGNEE: Rautmann River, LLC, a Wisconsin limited liability company

By: James Rautmann, Member

By: Ashton Rautmann, Member

ACKNOWLEDGMENT.

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me on this _____ day of _____, 2026, the above-named James Rautmann and Ashton Rautmann as authorized signatories of Rautmann River, LLC, and to me known to be the persons who executed the foregoing instrument on behalf of Rautmann River, LLC and acknowledged the same in such capacities.

*Print Name: _____

Notary Public, State of Wisconsin

My Commission expires _____.

Dated this _____ day of _____, 2026.

LESSOR: The Redevelopment Authority of Sheboygan, a Wisconsin Public Corporation

Roberta Filicky-Peneski, Chairperson

Taylor Zeinert, Executive Director

ACKNOWLEDGMENT.

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me on this _____ day of _____, 2026, the above-named Roberta Filicky-Peneski and Taylor Zeinert, as Chairperson and Executive Director, respectively, of the Redevelopment Authority of the City of Sheboygan, Wisconsin, and to me known to be the persons who executed the foregoing instrument and acknowledged the same in such capacity.

*Print Name: _____

Notary Public, State of Wisconsin

My Commission expires _____.

This Instrument Drafted By:
Attorney Richard Hahn,
State Bar No. 1019020
Holden & Hahn, S.C.
903 North Sixth Street,
Sheboygan, WI 53081
Telephone: (920) 458-0707
Facsimile No. (920) 458-4359
E: consult@holdenandhahn.com

EXHIBIT A

Part of the following described lands:

All of Block 210 and part of Blocks 206 and 211 of the [Original Plat](#) of the City of Sheboygan, County of Sheboygan, State of Wisconsin, and vacated streets and alleys within the area East of South Franklin Street and South 7th Street, South of Virginia Avenue, West of the Sheboygan River, and North of the center line of Maryland Avenue, described as: Commencing at the intersection of the North line of Block 206 with the River; thence West along said North line to a point 23 feet East of its intersection with the East line of South 7th Street; thence Southwesterly 92.83 feet to a point in said East line of South 7th Street 90 feet South of the North line of Block 206; thence South along said East line 73.84 feet to the intersection with the Southeasterly line of South Franklin Street; thence Southwesterly on said Southeasterly line 195.5 feet to a point 14.25 feet East and 50.04 feet North of the Northeast corner of Lot 1, Block 211; thence continuing along said Southeasterly line, 239.12 feet to a point in the North line of Lot 11, Block 211, 24.36 feet West of the Northeast corner of said Lot 11; thence continuing along said Southeasterly line 208.53 feet to a point 20 feet North and 0.77 feet East of the Northeast corner of Lot 4, Block 234 of the Original Plat; thence East along a line parallel to and 20 feet North of the North line of Block 234 to the Sheboygan River; thence North along said River to the point of beginning. Also the vacated Easterly 20 feet of the Westerly 80 feet of South Franklin Street lying South of a line 5 feet North of the North line of New Jersey Avenue and adjacent to the aforescribed; excepting Lot 1, Block 206, except the West 27.50 feet thereof. Included herein is LJM Riverfront Condominium created by a "Declaration of Condominium" recorded on April 25, 2018 in the Office of the Register of Deeds for Sheboygan County, Wisconsin as Document No. [2055572](#), and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto.

For informational purposes only:

Property Address: 809 Riverfront Dr, Sheboygan, WI 53081

Tax Key Number: Part of 59281109920