

COLLATERAL ASSIGNMENT OF LEASE

Document Number

Document Title

THIS COLLATERAL ASSIGNMENT OF LEASE is effective as of the last date signed below by The Redevelopment Authority of Sheboygan ("Landlord") and Rautmann River, LLC ("Tenant") in favor of The Leaning Shanty, LLC, a Wisconsin limited liability company ("Lender").

BACKGROUND

Landlord is the owner of real property located at 809 Riverfront Drive, Sheboygan, Wisconsin, as legally described on the attached Exhibit A (the "Premises"), and Landlord has leased the Premises to Tenant, pursuant to a lease dated September 18, 1991. The Lease includes all extensions, renewals, modifications and replacements, specifically the Assignment and Consent to Assignment of Ground Lease dated effective November 4, 2026, attached hereto and marked as Exhibit 1, by and between Tenant and Landlord (as amended, the "Leases"). Tenant has agreed to collaterally assign all of its right, title and interest in the Leases to Lender to secure all debts, obligations and liabilities to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to Tenant, or to any other party guaranteed or endorsed by Tenant (the "Loan" or "Obligations").

Recording Area (H&H-22252)

RETURN ADDRESS:

Holden & Hahn, S.C.
903 North 6th Street
Sheboygan, WI 53081

Part of 59281109920

Parcel Identification Numbers

NOW, THEREFORE, the parties agree:

1. Tenant does hereby sell, assign, transfer and set over to Lender all its right, title and interest of, in and to the Leases. Landlord consents to and approves such assignment, and Lender accepts such assignment. Notwithstanding the foregoing, Tenant shall have the right to retain, use and enjoy the Premises as long as no event of default has occurred and is continuing under any of the Loan Agreements (as defined below) beyond any applicable notice and cure period.
2. Landlord shall give prompt notice to Lender of any default by Tenant under the Leases specifying the nature of the default and shall allow Lender the same opportunity as Tenant to cure any such default of Tenant under the Leases before enforcing its rights under the Leases. Landlord shall not amend the notice or cure provisions of the Leases without giving written notice to Lender of such amendment.
3. Landlord represents and warrants, as of the date hereof, that: (i) the Leases are in full force and effect and valid and binding in accordance with their terms and constitute the entire agreement between Landlord and Tenant with respect to the lease of the Premises; (ii) Landlord is the owner and holder of the landlord's interest under the Leases. Tenant represents and warrants, as of the date hereof, that: (x) Tenant has not previously assigned or pledged the Leases or an interest therein; (y) Tenant is not in default and is not aware of any event that, but for the passage of time or the giving of notice or both, would constitute a default under the Leases; and (z) the Leases provided to Lender are true, correct and complete copies of the Leases.

4. Upon default by Tenant under the terms of any agreement or document related to the Obligations (the "Loan Agreements") beyond any applicable notice and cure period, and during the continuance of such default, Lender may institute any proceedings to enforce this Agreement. If such default occurs and is continuing, in addition to all other rights conferred on Lender by the Loan Agreements and by law, Lender (or any person, firm or entity designated by Lender), upon prior written notice to Tenant, shall have the right and power, but not the obligation, to enter and take possession of the Premises and to exercise every right of Tenant under the Leases. For such purposes, Tenant does constitute and appoint Lender its true and lawful attorney for it and in its name, which appointment is a power coupled with an interest and is irrevocable, to exercise or perform any act, power, right or obligation whatsoever that it has or may hereafter acquire in connection with the Leases. The taking of any action as provided herein by Lender shall not relieve Tenant of its obligations under the Leases and Tenant shall promptly pay upon demand all reasonable costs and expenses, including reasonable attorney fees, incurred by Lender in exercising its rights hereunder.

5. Landlord agrees that, with respect to any personal property of Tenant, or in which Tenant has an interest (whether such property is now or hereafter located on or in the Premises), including without limitation machinery, equipment, furniture, fixtures, inventory, and goods or merchandise, and all additions, replacements, and substitutions therefor, and all of the proceeds thereof (collectively, the "Property"), the Property shall at all times be deemed to remain personal property, and if for any reason any of the Property is deemed to be a fixture, Landlord disclaims any right, title, lien, or security or other interest in the Property, and will not assert any claim against the Property. Landlord agrees that Lender, through its authorized representatives, may enter upon the Premises at any time and from time to time upon reasonable prior notice to Tenant during the term of the Leases and for a reasonable period upon termination of the Leases so long as any Property is located on the Premises, for purposes of examining any Property or, following a default under the Loan Agreements beyond any applicable notice and cure period or termination of the Leases, removing any Property. Lender shall repair any physical damage to the Premises caused by such removal.

6. Lender may assign its rights hereunder and will advise the Landlord and Tenant in writing upon such assignment. This Agreement shall be binding on Landlord, Tenant and their respective successors and permitted assigns. All notices pursuant to this Agreement shall be in writing in accordance with the terms of the Leases, with notice to the Lender at the address below:

The Leaning Shanty, LLC	with a copy to:	Holden & Hahn, S.C.
936 N. 26th Street		903 N. 6th Street
Sheboygan, WI 53081		Sheboygan, WI 53081

7. If the Loan secured by this lien or Agreement was made under a United States Small Business Administration ("SBA") nationwide program which uses tax dollars to assist small business owners and if the United States is seeking to enforce this Agreement, then under SBA regulations: When SBA is the holder of a note (the "Note"), evidencing the Loan, this document and all documents evidencing or securing the Loan will be construed in accordance with federal law. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No borrower, including Tenant, or guarantor may claim or assert against SBA any local or state law to deny any obligation of such borrower, or defeat any claim of SBA with respect to the Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[Signatures to Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Collateral Assignment of Lease as of the last date signed below.

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

Roberta Filicky-Peneski, Chairperson

Taylor Zeinert, Executive Director

Date: _____

Date: _____

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 _____.

[Additional signature pages follow]

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

By: Teek Phippen, Member

Date: _____

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 _____.

[Additional signature page follows]

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

By: James Rautmann, Member

By: Ashton Rautmann, Member

Date: _____

Date: _____

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 _____.