

LANDLORD'S ESTOPPEL CERTIFICATE

DOCUMENT NUMBER:

RETURN ADDRESS:

Community State Bank
1500 Main Street
Union Grove, WI 53182

PARCEL I.D. NUMBER: 59281110105

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated May 4, 2023, is made and executed among LuMoChaMe Harbor, LLC, a Wisconsin Limited Liability Company ("Grantor"); Community State Bank, 1500 Main Street, Union Grove, WI 53182 ("Lender"); and City of Sheboygan, 828 Center Avenue, Sheboygan, WI 58081 ("Landlord").

Grantor and Lender have entered into, or are about to enter into, a financial transaction whereby Lender has acquired or will acquire a security interest or other lien on Grantor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Grantor against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Grantor hereby agree with Lender as follows:

THE LEASE. Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated November 1, 1998, which was recorded as follows: Lease entered into by and between the Landlord and Firstar Bank Wisconsin dated November 1, 1998 and recorded on August 4, 1999 in Volume 1686, at Page 690, as Document No. 1550787 and subsequently assigned by an Assignment of Lease between the City of Sheboygan and LuMoChaMe Harbor, LLC to be recorded on May 4, 2023 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in Sheboygan County, State of Wisconsin:

Part of Lots 4-6, Block 234 and the South 20 feet of vacated Maryland Avenue adjacent to said lots, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, described as follows: Commencing at the Northwest corner of said Lot 6, said point being the point of beginning, thence South along the East line of South 8th Street, 121.21 feet, thence East 10.00 feet; thence South 37.71 feet, thence North 77°09'40" East 173.37 feet to the East line of Lot 4, Block 234, Original Plat, thence North along said East line, 130.55 feet to the intersection of the extended East line of said Lot 4 and the southerly line of Riverfront Drive, thence North 89°43'51" West along said Southerly line, 159.03 feet, thence South 45°08'05" West along said Southerly line, 28.22 feet to the point of beginning.

THIS A PURCHASE MONEY MORTGAGE

The Real Property or its address is commonly known as 905 S 8th St, Sheboygan, WI 53081. The Real Property tax identification number is 59281110105.

ESTOPPEL. Landlord and Grantor hereby jointly and severally represent and warrant to Lender that:

Lease in Effect. The Lease (i) has been duly executed and accepted by Landlord and Grantor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

No Default. As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Grantor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Grantor under the Lease, including any against rents due or to become due under the terms of the Lease.

Entire Agreement. The Lease constitutes the entire agreement between Landlord and Grantor with respect to the Lease of the Property.

AGREEMENTS. Landlord and Grantor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

Modification, Termination and Cancellation. Landlord and Grantor will not consent to any modification, termination or cancellation of

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the Lease unless **Lender** first consents thereto in writing.

Notice of Default. Landlord will notify **Lender** in writing concurrently with any notice given to Grantor of any breach or default on the part of Grantor under the **Lease**, and Landlord **agrees** that **Lender** shall **have** the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below **and** Landlord will not declare a default of the **Lease**, if **Lender** cures such default within thirty (30) days from **and** after expiration of the time period provided in the Lease for the cure thereof by Grantor; provided, however, that if such default cannot with diligence **be** cured by **Lender** within such thirty (30) day period, the commencement of action by **Lender** within such thirty (30) day period to remedy the **same** shall **be deemed** sufficient so long as **Lender** pursues such cure with diligence.

MISCELLANEOUS PROVISIONS. This Certificate shall extend to **and** bind the respective heirs, personal representatives, successors **and** assigns of the parties to this Certificate. This Certificate shall **be** governed by **and** construed in accordance with the laws of the State of Wisconsin. If Landlord is other than **an** individual, any agent or other person executing this Certificate on behalf of Landlord represents **and** warrants to **Lender** that **he** or **she** has full power **and** authority to execute this Certificate on Landlord's behalf. **Lender** shall not **be deemed** to **have** waived any rights under this Certificate unless such waiver is in writing **and** signed by Lender. **No** delay or omission on the part of **Lender** in exercising any right shall operate **as** a waiver of such right or any other right. A waiver by **Lender** of a provision of this Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to **demand** strict compliance with that provision or any other provision.

GRANTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE, AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED MAY 4, 2023.

GRANTOR:

LUMOCHAME HARBOR, LLC

By: _____
Luke W Pfeifer, Member of LuMoChaMe Harbor, LLC Date

By: _____
Monica J Pfeifer, Member of LuMoChaMe Harbor, LLC Date

By: _____
Chad T Markovich, Member of LuMoChaMe Harbor, LLC Date

By: _____
Meagan N Markovich, Member of LuMoChaMe Harbor, LLC Date

LANDLORD:

CITY OF SHEBOYGAN

By: _____
Signature for City of Sheboygan Date

LENDER:

COMMUNITY STATE BANK

X _____
Bryan Iwicki, Vice President Date

This Landlord's Estoppel Certificate was drafted by: Susan Bork, Business Banking Loan Coordinator

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Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of LuMoChaMe Harbor, LLC authenticated this _____ day of _____, 20____.

Title: Member State **Bar** of Wisconsin or
authorized under Section 706.06, Wis. Stats.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on _____, 20____ by **Luke W Pfeifer, Member of LuMoChaMe Harbor, LLC; Monica J Pfeifer, Member of LuMoChaMe Harbor, LLC; Chad T Markovich, Member of LuMoChaMe Harbor, LLC; and Meagan N Markovich, Member of LuMoChaMe Harbor, LLC.**

Notary Public in and for the State of _____

My commission expires: _____

GOVERNMENT ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on _____, 20____ by _____.

Notary Public in and for the State of _____

My commission expires: _____

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LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on _____, 20_____ by **Bryan Iwicki as Vice President of Community State Bank.**

Notary Public in and for the State of _____

My commission expires: _____