

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE

UNIQUE DOCUMENT NUMBER:

AFTER RECORDING RETURN TO:
Community State Bank Loan Servicing Department
1500 Main Street
Union Grove, WI 53182

PARCEL ID NUMBER: 59281110105

(Space Above This Line For Recording Data)

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE ("Agreement") is made on November 5, 2024, between LuMoChaMe Harbor, LLC, a(n) Wisconsin Limited Liability Company whose address is 905 S. 8th Street Sheboygan, Wisconsin 53081 ("Tenant") and Community State Bank whose address is 1500 Main Street, Union Grove, Wisconsin 53182 ("Lender"), which is organized and existing under the laws of the State of Wisconsin. City of Sheboygan, a Wisconsin Government Entity, whose address is 828 Center Ave, Sheboygan, Wisconsin 53081 ("Landlord") is the fee owner of the following described real property:

Address: 905 S 8th St, Sheboygan, Wisconsin 53081-4411

Legal Description: 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 beginning 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.

Parcel ID/Sidwell Number: 59281110105

("Property"). The Landlord has given a security interest in the Property to Lender pursuant to an instrument dated November 5, 2024 ("Security Instrument"). Pursuant to a lease dated May 4, 2023 ("Lease") by and between Tenant and Landlord, Tenant leases all or part of the Property from Landlord more commonly described as 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 recorded on July 12, 1999 in Volume 1681, Page 755, as Document No. 1548635, entered into by and between the Landlord and Firststar Bank Wisconsin. Memorandum of Lease recorded on August 4, 1999 in Volume 1686, Page 690, as Document No. 1550787. Assignment of Lease recorded on August 16, 1999 in Volume 1689, Page 001, as Document No. 1551801; assigned by Firststar Bank Wisconsin to Harbor Pride LLC; further assigned by Harbor Pride, LLC to LuMoChaMe Harbor, LLC by the assignment recorded May 5, 2023, as Document No. 2150116. ("Premises").

The parties to this Agreement hereby agree as follows:

SUBORDINATION. Except as otherwise provided in this Agreement, the Lease, and all rights of the Tenant under the Lease and to the Property, including without limitation any option to purchase or otherwise acquire title to the Property, are hereby subjected and subordinated, and shall remain in all respects and for all purposes subject and subordinate, to the lien of the Security Instrument, and to the rights and interest of the Lender and its successors and assigns, as fully and with the same effect as if the Security Instrument had been duly executed,



acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Property by Tenant, or its predecessors in interest.

NON-DISTURBANCE. Until the Security Instrument is satisfied and released, Lender agrees that so long as the Tenant is not in default (beyond any period given the Tenant under the Lease to cure such default) in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease, the Lender will not join the Tenant as a party defendant in any action or proceeding foreclosing the Security Instrument unless required to foreclose the Security Interest, and then only for such purpose and not for the purpose of terminating the Lease. Lender further agrees that the Tenant's possession of the Property and the Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with the Lease, shall not be diminished or interfered with by the Lender, and the Tenant's occupancy of the Property shall not be disturbed by the Lender.

ATTORNTMENT. If the interest of the Landlord shall be transferred to and owned by the Lender by reason of foreclosure of the Security Instrument or other proceedings brought in lieu of or pursuant to a foreclosure, or in any other manner, and the Lender succeeds to the interest of the Landlord under the Lease, the Tenant shall be bound to the Lender under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals of the Lease, with the same force and effect as if the Lender were originally the landlord under the Lease. The Tenant hereby attorns to the Lender as its Landlord, such attornment to be automatically effective immediately upon the Lender's succeeding to the interest of the Landlord under the Lease without the execution of any further instruments on the part of any of the parties hereto. The respective rights and obligations of the Tenant and the Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals hereto, shall be and are the same as now set forth in the Lease, the terms of which are hereby fully incorporated herein by reference and made a part of this Agreement.

LENDER NOT BOUND BY CERTAIN ACTS OF LANDLORD. If the Lender shall succeed to the interest of the Landlord under the Lease, the Lender shall not be: (a) liable for any act or omission of Landlord; (b) subject to any claims, abatements, offsets, counterclaims, or defenses which the Tenant might have against the Landlord; (c) bound by any rent or additional rent which the Tenant might have paid for more than the then current installment; nor (d) bound by any amendment or modification of the Lease made without the Lender's consent.

TENANT REPRESENTATIONS AND WARRANTIES. Tenant, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Status of the Lease. As of the date of this Agreement, the Lease is in full force and effect, Tenant has unconditionally accepted the Premises under the Lease, and there are no remaining conditions to Tenant's obligation to perform under the Lease.

Improvements. As of the date this Agreement is executed, all contributions required to be paid by Landlord for improvements to the Premises have been paid in full. Landlord has fully performed all obligations with respect to Tenant improvements on the Premises and Tenant has accepted the Premises as is, subject only to those conditions specifically enumerated in the Lease.

No Bankruptcy. There are no actions, whether voluntary or otherwise, pending against the Tenant or any other party responsible for payment of the Tenant's obligations under the Lease pursuant to the bankruptcy or insolvency laws of the United States or the law of state.

No Default. Tenant affirms that to the best of his/her knowledge and belief, no party to the Lease is in default under the terms of the Lease. To the best knowledge of the Tenant, no event has occurred which, with the giving of notice or passage of time, or both, would constitute such a default. The interest of the Tenant in the Lease has not been assigned or encumbered. The Tenant is not entitled to any credit against



any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

Notice of Default; Right to Cure. Tenant agrees to give prompt written notice to Lender of any default by Landlord in the performance of Landlord's obligations under the Lease if the default would give Tenant the right to terminate the Lease; withhold, abate, decrease, or offset rent payable; or result in Landlord's waiver of or release of Tenant from any material obligations under the Lease. Tenant agrees to provide Lender with thirty (30) days from the date of notice to Lender of Landlord's default to cure any such default.

Modification. Tenant will not enter into any amendment, modification, termination, cancellation, sub-lease, or assignment of the Lease after the date of this Agreement without Lender's prior written consent.

Estoppel Certificate. Tenant agrees, from time to time, to execute and deliver to Lender an estoppel certificate containing certain representations as to the status of the Lease in such form and substance as Lender deems acceptable to effectuate the provisions of this Agreement.

No Hazardous or Toxic Waste. Tenant represents and warrants that it has not used, generated, released, discharged, stored or disposed of any hazardous waste, toxic substances or related materials (collectively, "Hazardous Materials") on, under, in or about the Premises, or transported any Hazardous Materials to or from the Premises, other than Hazardous Materials used in the ordinary and commercially reasonable course of the Tenant's business in compliance with all applicable laws. The term "Hazardous Materials" shall mean: (a) any "hazardous substance" as such term is presently defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.) and any regulations promulgated thereunder ("CERCLA"); (b) any additional substances or materials which are hereafter incorporated in or added to the definition of "hazardous substance" for purposes of CERCLA; and (c) any additional substances or materials which are now or hereafter defined as "hazardous substances," "hazardous waste," "toxic substances" or "toxic waste" under any other federal law or under any state, county, municipal or other law applicable to the Premises or under any regulations promulgated pursuant thereto.

Acknowledgment. Tenant hereby acknowledges that Landlord intends to encumber the Property with a real estate security instrument in favor of Lender. Tenant further acknowledges the right of Landlord, Lender and any and all of Landlord's present and future lenders to rely upon the statements and representations of the Tenant contained in this Agreement and further acknowledges that any loan secured by this, and any future, real estate security instruments will be made and entered into in material reliance on this Agreement.

TENANT ESTOPPEL. For the benefit of Lender, Tenant, for itself, its heirs, personal representatives, successors, and assigns, certifies as follows:

Lease Term. The term of the Lease has commenced and will terminate on January 31, 2036 subject to any renewal or cancellation rights specified in the Lease. Except as specifically provided in the Lease, Tenant does not have an option or right to renew or cancel the Lease, to lease additional space in the Premises, nor to purchase any part of the Premises.

Complete Lease Attached. Tenant hereby warrants that a copy of the Lease, which includes all amendments, extensions, attachments, and modifications thereof, is attached hereto and is true, correct, complete, and constitutes the entire agreement between the Tenant and Landlord with respect to the



Premises as of the date of this document. The Lease has not been modified, changed, altered, or amended, other than as attached to this Agreement and is not in default as of the date of this certificate.

NOTICES. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective when it is deposited in the United States Mail with the appropriate postage, mailed to the address of the party given at the beginning of this Agreement unless an alternative address has been provided to Lender in writing.

GENERAL WAIVERS. To the extent permitted by law, Landlord and Tenant waive notice of Lender's acceptance of this Agreement, defenses based on suretyship, any defense arising from any election by Landlord or Tenant under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVE ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS AGREEMENT.

LENDER'S RIGHTS AND REMEDIES. The rights and remedies of the Lender under this Agreement are cumulative, and are not in lieu of, but are in addition to all other rights and remedies which Lender has under this Agreement and the Security Instrument.

SUCCESSORS AND ASSIGNS. All covenants and agreements contained in this Agreement shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Lender, Landlord, and Tenant.

ENTIRE AGREEMENT. This Agreement encompasses the entire agreement of the parties and supersedes all prior oral or written agreements, commitments, and understandings between the parties relating to the subject matter of this Agreement. This Agreement cannot be modified except by a writing executed by those parties burdened by the modification.

SEVERABILITY. If any term is illegal, invalid, or unenforceable, the term shall be excluded and ineffective to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect.

HEADINGS. The headings are for the general convenience of the parties in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading.

SINGULAR AND PLURAL TERMS. All words in the singular shall include the plural and the plural shall include the singular.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Landlord and Tenant, jointly and severally, agree to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Agreement or the relationship between the parties. Included in the fees that Lender may recover from Landlord and Tenant, jointly and severally, are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the Property (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the related documents from the date any such fee, cost, or expense is incurred.

COUNTERPARTS. This Agreement may be executed by the parties using any number of copies. All executed copies taken together will be treated as a single Agreement.

GOVERNING LAW. This Agreement will be governed by the laws of the State of Wisconsin including all proceedings arising from this Agreement.



TOTAL MORTGAGED AMOUNT: The total mortgaged amount will increase to \$615,000.00.

WAIVER OF JURY TRIAL. All parties to this Agreement hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Agreement or any other instrument, document or agreement executed or delivered in connection with this Agreement or the related documents.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Agreement, the parties acknowledge reading, understanding, and agreeing to all its provisions.

LuMoChaMe Harbor, LLC

By: MONICA J PFEIFER Date
Its: Managing Member

By: LUKE W PFEIFER Date
Its: Managing Member

Landlord:
City of Sheboygan

Signature for City of Sheboygan Date

Lender:
Community State Bank

Bryan Iwicki, Vice President Date



BUSINESS ACKNOWLEDGEMENT

State of Wisconsin

County of _____

This instrument was acknowledged on the _____, by MONICA J PFEIFER, Managing Member and LUKE W PFEIFER, Managing member on behalf of LuMoChaMe harbor, LLC, a Wisconsin Limited Liability Company, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 10/11/2027

BRYAN IWICKI
Vice President

(Official Seal)

GOVERNMENT ACKNOWLEDGEMENT

State of Wisconsin

County of _____

This record was acknowledged before me on _____, 2024 by _____

Notary Public in and for the State of Wisconsin

My commission expires _____

LENDER ACKNOWLEDGMENT

State of Wisconsin

County of _____

This record was acknowledged before me on _____, 2024 by **Bryan Iwicki** as Vice President of **Community State Bank**.

Notary Public in and for the State of Wisconsin

My commission expires _____

LANDLORD'S WAIVER AND CONSENT



AGREEMENT DATE		
November 5, 2024		

BORROWER INFORMATION

LuMoChaMe Harbor, LLC
905 S 8TH ST
SHEBOYGAN, WI 53081

This Landlord's Waiver and Consent ("Waiver") is made by CITY OF SHEBOYGAN, a Wisconsin Governmental Entity whose address is 828 Center Avenue, Sheboygan, Wisconsin 58081 ("Landlord"), and given to Community State Bank whose address is 1500 Main Street, Union Grove, Wisconsin 53182 ("Lender").

LuMoChaMe Harbor, LLC, a Wisconsin Limited Liability Company whose address is 905 S 8TH ST, SHEBOYGAN, Wisconsin 53081 ("Borrower") has granted or will grant to Lender a security interest or other interest in and to the following assets owned by Borrower ("Collateral"):

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 recorded on July 12, 1999 in Volume 1681, Page 755, as Document No. 1548635, entered into by and between the Landlord and Firstar Bank Wisconsin. Memorandum of Lease recorded on August 4, 1999 in Volume 1686, Page 690, as Document No. 1550787. Assignment of Lease recorded on August 16, 1999 in Volume 1689, Page 001, as Document No. 1551801; assigned by Firstar Bank Wisconsin to Harbor Pride LLC; further assigned by Harbor Pride, LLC to LuMoChaMe Harbor, LLC by the assignment recorded May 5, 2023, as Document No. 2150116.

The Collateral is now or may later be located at or affixed to the premises ("Property"), as detailed in the lease between Landlord and Borrower ("Lease"), commonly known as:

Address: 905 S 8th St, Sheboygan, Wisconsin 53081-4411

Landlord owns or has an interest in the Property, and to induce Lender, now or from time to time, to make loans or other financial accommodations to Borrower, and in consideration of such financial accommodations, each of the undersigned agrees, as follows:

Acknowledgment of Security Interest and Disclaimer. For so long as Borrower is indebted to Lender, Landlord disclaims and waives any and all interest, claims, and liens that Landlord now has or may hereafter acquire in the Collateral, as real estate fixtures or otherwise, including any security interest provided in the Lease, and consents to the placement, storage, and retention upon or attachment of the Collateral to the Property or any portion thereof. Landlord agrees not to assert any claim or interest in the Collateral, nor seek levy or distraint upon it for rent or otherwise.

Entry onto Property. Landlord consents to Lender's entry upon the Property at all reasonable times to inspect, dispose of, or remove the Collateral, upon reasonable notice, so long as Lender repairs all physical damage, if any, done to the Property, or offers to reimburse Landlord for the cost of such repairs, but not for any diminution in the value of the Property caused by the absence of the Collateral removed or by the necessity of replacing it.

Notice of Default and Right to Cure. Landlord hereby represents that, to the best of Landlord's knowledge, there is no currently existing breach or default under the Lease. Landlord agrees to provide Lender with written notice of any default, event of default, or termination of the Lease ("Notice") which shall be sent to Lender at the same time as any such notice is sent to Borrower and delivered to the address of Lender provided above or such other address or alternative means of notice as Lender may provide to Landlord in writing. Upon Lender's receipt of any Notice or notice of termination of the Lease, Lender shall have the immediate right, but not the obligation, to enter the Property for the purpose of removing some or all of the Collateral. Lender shall also have the right, but is in no way obligated, to cure any default or event of default identified in the Notice on or before the later of: (a) the applicable cure period provided under the Lease for such default; or (b) 60 days from Lender's receipt of the Notice.

Modification of Loan. Lender may, without any notice to or consent from Landlord, take any action that Lender deems appropriate, necessary, or desirable with respect to any loans or financial accommodations between Lender and Borrower, including without limitation, make any modifications, waivers, alterations, renewals, extensions, or accelerations of any loans or financial accommodations.

Continuing Effect. This Waiver will remain in effect so long as Borrower is indebted to Lender and will attach and apply to the Lease and any renewals, amendments, modifications, or replacements thereof. Landlord acknowledges and agrees that Lender shall have no obligations under the Lease unless and until Landlord specifically consents in

writing to assume and perform any such obligations under the Lease, subject to any terms, conditions, and limitations detailed in such written consent.

GOVERNING LAW. This Waiver shall be governed by and construed under the laws of the state where the Property is located, except to the extent that federal law controls.

GENERAL WAIVERS. To the extent permitted by law, the Landlord waives notice of Lender's acceptance of this agreement, defenses based on suretyship, any defense arising from any election by the Lender under the Bankruptcy Code, Uniform Commercial Code or other applicable law, demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, and any other notice.

JOINT AND SEVERAL LIABILITY. The liability of all parties obligated in any manner under this Waiver shall be joint and several, to the extent of their respective obligations.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Waiver is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Waiver without invalidating the remainder of either the affected provision or this Waiver.

SURVIVAL. The Lender's rights in this Waiver will continue in its successors and assigns. This Waiver is binding on all heirs, executors, administrators, assigns, and successors of the Landlord.

ASSIGNABILITY. The Lender may assign or otherwise transfer this Waiver or any of Lender's rights under this Waiver without notice to the Landlord. Any assignee of the Lender has the same rights as the Lender. The Landlord may not assign this Waiver, or any part of the Waiver without the express written consent of the Lender.

HEADINGS AND GENDER. The headings preceding text in this Waiver are for general convenience in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading. All words used in this Waiver are read to be of whatever gender or number is appropriate under the circumstances.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, each of the undersigned accepts and agrees to the terms in this Waiver.

CITY OF SHEBOYGAN

By: Signature for City of Sheboygan Date