

ASSIGNMENT AND ASSUMPTION OF INTEREST IN GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF INTEREST IN GROUND LEASE (the "Agreement") made as of this 10th day of February 2025 by and between Sheboygan Acquisitions LLC, a Wisconsin limited liability company ("SA"), New Frontiers Capital, L.L.C., a Delaware limited liability company ("NFC"), 802 Building, LLC, a Delaware limited liability company (the "Assignee"), and the Redevelopment Authority of the City of Sheboygan, Wisconsin (the "Landlord").

RECITALS

A. On or about June 27, 2011, Landlord entered into a Ground Lease with Office Service Company, LLP, a Wisconsin limited liability partnership (the "Initial Tenant") under which Landlord granted the Initial Tenant a leasehold interest and other rights in and to the premises described by the legal description contained in **Exhibit A** attached to this Agreement (the "Premises") for a term commencing on June 27, 2011 and terminating at 12:00 midnight on the date which is eighty-five (85) lease years thereafter (the "Lease").

B. On June 29, 2012, the Initial Tenant assigned and transferred all of its right, title and interest as Tenant (as originally defined in the Lease) in and to the Lease to SA with the written consent of Landlord, thereby making SA the successor Tenant under the Lease.

C. On December 1, 2022, SA and NFC entered into a written Assignment and Assumption of Interest in Ground Lease whereby SA assigned to NFC an undivided one-half tenancy-in-common interest in and to SA's entire interest as successor Tenant under the Lease and to the Premises. As a result of the assignment described in this Paragraph C of the Recitals, as of the date of this Agreement, SA and NFC each respectively hold 50% of the Tenant's interest in the Lease and to the Premises as tenants-in-common, each therefore respectively hold an undivided one-half tenancy-in-common interest in the interest of the Tenant under the Lease and to the Premises, and are therefore collectively the successor Tenant under the Lease.

D. SA desires to assign to the Assignee its undivided one-half tenancy-in-common interest in and to the Tenant's interest under the Lease and to the Premises, NFC desires to assign to the Assignee its undivided one-half tenancy-in-common interest in and to the Tenant's interest under the Lease and to the Premises, and the Assignee desires to accept and assume both assignments, intending thereby to become the holder of 100% of the Tenant's interest in the Lease and to the Premises and the successor Tenant under the Lease moving forward. Accordingly, once this Agreement is given effect, Assignee will hold 100% of the Tenant's interest under the Lease and to the Premises and will be the successor Tenant under the Lease.

E. SA, NFC, and Assignee desire to obtain Landlord's consent to the assignments and assumption contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and the agreement of the parties hereinafter set forth:

AGREEMENT

1. SA Assignment. SA hereby assigns and transfers to the Assignee SA's entire undivided one-half tenancy-in-common interest in and to the Tenant's interest under the Lease and to the Premises (including all buildings, improvements, appurtenances, fixtures and personal property

located on the Premises) effective upon the execution hereof by each of SA and Assignee, and the consent of the Landlord (the "Effective Date").

2. NFC Assignment. NFC hereby assigns and transfers to the Assignee NFC's entire undivided one-half tenancy-in-common interest in and to the Tenant's interest under the Lease and to the Premises (including all buildings, improvements, appurtenances, fixtures and personal property located on the Premises) effective upon the execution hereof by each of NFC and Assignee, and the consent of the Landlord (the "Effective Date").

3. Assignee's Assumption. As of the Effective Date for each assignment under Section 1 and Section 2 of this Agreement, the Assignee hereby agrees to and does accept each of the assignments set forth in Section 1 and Section 2 of this Agreement, and in addition expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, and obligations required to be kept on the part of Tenant under the Lease, including the making of all payments due or payable on behalf of the Tenant under the Lease when due and payable. It is agreed that after the assignments set forth in this Agreement, Assignee will hold 100% of the Tenant's interest in the Lease and to the Premises, will therefore be the successor Tenant under the Lease from the Effective Date forward, and will be responsible for performing all the terms, covenants, conditions, and obligations required to be kept on the part of Tenant under the Lease.

4. Notices. The portion of Section 11.07 of the Lease referring to Tenant's notice address is hereby revised as follows:

802 Building, LLC
Attention: Marsha L. Forsythe
1111 Willis Avenue
Wheeling, IL 60090

There are currently no mortgagees with any interest in any of SA's, NFC's, or Assignee's interests in the Lease.

5. Consent of Landlord and Release. The Landlord hereby consents to the assignments and assumptions contained in this Agreement. No further assignment of the Lease or subletting of the Premises shall be made except in accordance with the provisions of the Lease.

6. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors-in-interest, and assigns.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the 10th day of February, 2025.

SA:

Sheboygan Acquisitions LLC,
a Wisconsin limited liability company

By: _____
Marsha L. Forsythe, Manager

NFC:

New Frontiers Capital, L.L.C.,
a Delaware limited liability company

By _____
Gerald R. Forsythe, Member

By _____
Marsha Lynn Forsythe, Trustee of
The Marsha Lynn Forsythe Living
Trust, Member

By _____
Melissa F. Bernadette, Member

By _____
MICHELLE R. FAWCETT, as Trustee
under the MICHELLE R. FAWCETT
REVOCABLE TRUST AGREEMENT DATED
AUGUST 27, 2007, and any amendments or
restatements thereto, Member

By _____
Monica J. Breslow, Member

ASSIGNEE:

802 Building, LLC,
a Delaware limited liability company

By: _____
Marsha L. Forsythe, Manager

LANDLORD:

REDEVELOPMENT AUTHORITY OF
THE CITY OF SHEBOYGAN, WISCONSIN,

By: _____

Its _____

Attest: _____

Its _____

EXHIBIT A
LEGAL DESCRIPTION

That part of Lot 8 South Pier Plat located in the S.E. 1/4 of Section 23 and the N.E. 1/4 of Section 26 all in T.15N., R.23E., City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Northeasterly corner of said Lot 8, also being the intersection of the Southwesterly right of way line for Lakeview Drive and the Northwesterly right of way line for Blue Harbor Drive, thence S. 42°36'12"W. along the Northwesterly line of Blue Harbor Drive 141.00 feet, thence N. 47°23'48"W. 187.14 feet, thence Northeasterly 35.24 feet along the arc of a curve to the right having a radius of 198.34 feet and a chord bearing N. 38°29'57"E. 35.24 feet, thence N. 41°13'22"E. 105.92 feet to the Southwesterly right of way for Lakeview Drive, thence S. 47°23'48"E. along said right of way 192.21 feet to the point of beginning.

Also known as:

That part of Lot 2 of a Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume 27 of Certified Survey Maps, at Page 206, as Document No. 2023967, being a Redivision of Lots 7 and 8 of South Pier, in the City of Sheboygan, Sheboygan County, Wisconsin, described as:

Commencing at the Northeasterly corner of said Lot 2, also being the intersection of the Southwesterly right of way line for Lakeview Drive and the Northwesterly right of way line for Blue Harbor Drive; thence S.42°36'12"W. along the Northwesterly line of Blue Harbor Drive 141.00 feet; thence N.47°23'48"W. 187.14 feet; thence Northeasterly 35.24 feet along the arc of a curve to the right having a radius of 198.34 feet and a chord bearing N.38°29'57"E. 35.24 feet; thence N.41°13'22"E. 105.92 feet to the Southwesterly right of way for Lakeview Drive; thence S.47°23'48"E. along said right of way 192.21 feet to the point of beginning.