

DOC # 1282617

EXTENSION OF OPTION  
TO PURCHASE

MANITOWOC COUNTY, WISCONSIN  
KRISTI TUESBURG - REGISTER OF DEEDS  
RECORDED 04/21/2025 11:17:11 AM

Recording Area

Name and Return Address:

Eric G. Nycz, Esq.  
City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220

Part of 052-449-008-010. 00 (aka 449-008-010)  
Parcel Identification Number (Pin)

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### **EXTENSION OF OPTION TO PURCHASE**

**THIS EXTENSION OF OPTION TO PURCHASE** (this “*Extension*”) is made and entered into as of the Effective Date (defined below) by and between the **CITY OF MANITOWOC**, a Wisconsin municipal corporation (“*Seller*”), and **OLIN WINCHESTER, LLC**, a Delaware limited liability company (“*Buyer*”).

**WHEREAS**, Seller and Buyer, as successor-in-interest to Firelight Group I, LLC, a Delaware limited liability company (“*Buyer’s Predecessor*”), are parties to that certain Land Lease Agreement dated June 1, 2023 (the “*Land Lease*”), pursuant to which Seller leases to Buyer certain real property located in Manitowoc County, WI (the “*Property*”), which Property is more particularly described in the Land Lease and on Exhibit A attached hereto;

**WHEREAS**, Seller and Buyer, as successor-in-interest to Buyer’s Predecessor, are also parties to that certain Option to Purchase dated June 1, 2023 (the “*Option to Purchase*”), pursuant to which Seller granted to Buyer, as successor-in-interest to Buyer’s Predecessor, an option to purchase the Property upon the terms and conditions set forth in the Option to Purchase;

**WHEREAS**, pursuant to Paragraph B of the Option to Purchase, the Option to Purchase shall expire upon the termination or expiration of the Land Lease;

**WHEREAS**, pursuant to that certain First Amendment to Land Lease dated of even date herewith by and between Seller and Buyer, the term of the Land Lease was extended to May 31, 2026; and

**WHEREAS**, Seller and Buyer desire to extend the Option to Purchase to align with the term of the Land Lease and to otherwise modify the Option to Purchase in accordance with the terms and conditions of this Extension.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree that the Option to Purchase is hereby amended as follows:

1. **Recitals; Capitalized Terms; Effective Date.** The above recitals are hereby incorporated into this Extension as if fully set forth herein. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Option to Purchase. For purposes of this Extension, the “*Effective Date*” shall be \_\_\_\_\_, 2025.

2. **Extension of Option.** The Option to Purchase is hereby extended for a period of twelve (12) months and shall now expire on May 31, 2026.

3. **Full Force and Effect.** Except as amended herein, all terms and conditions of the Option to Purchase shall remain in full force and effect and Seller and Buyer shall be bound thereby. In the event of any conflict or inconsistency between the terms and conditions of this Extension and the terms and conditions of the Option to Purchase, the terms and conditions of this Extension shall control and govern.

4. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Extension, and such execution and delivery shall be binding upon such party.

5. **Governing Law.** This Extension shall be governed by and construed in accordance with the laws of the State of Wisconsin.

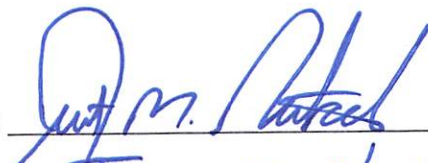
6. **Counterparts.** This Extension may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one document. Signature pages may be detached from the counterparts and attached to a single copy of this Extension to physically form one document.

*[Remainder of page intentionally left blank; signature pages follow.]*

IN WITNESS WHEREOF, Seller has executed this Extension as the date set forth below.

**SELLER:**

**CITY OF MANITOWOC, WISCONSIN,**  
a Wisconsin municipal corporation

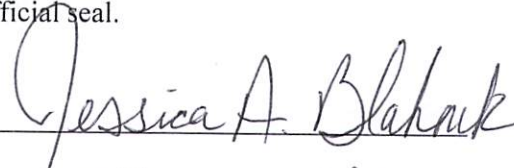
By:   
Name: Justin M. Nickels  
Title: Mayor  
Date: 3/21/25

STATE OF WISCONSIN                     )  
  ) ss.  
COUNTY OF MANITOWOC             )

Personally came before me on March 21, 2025, the above-named Justin M. Nickels  
to me known to be the person who executed the foregoing instrument and acknowledged the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
Name: Jessica A. Blahnik  
Notary Public, State of Wisconsin

My Commission Expires: 1/22/2029

IN WITNESS WHEREOF, Buyer has executed this Extension as the date set forth below.

**BUYER:**

**OLIN WINCHESTER, LLC,**  
a Delaware limited liability company

By: 

Name: Brett Flaughner

Title: President

Date: 3/28/25

STATE OF Missouri )  
 ) ss.  
COUNTY OF St. Louis )

Personally came before me on march 28, 2025, the above-named Brett Flaughner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

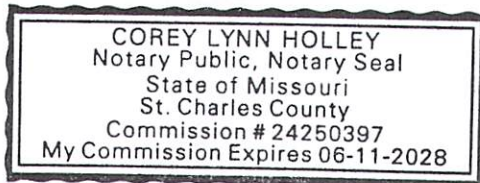
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Name: Corey Lynn Holley

Notary Public, State of Missouri

My Commission Expires: 6/11/2028



## **EXHIBIT A**

### **THE PROPERTY**

The Property commonly known as South Alvemo Road, City of Manitowoc, Manitowoc County, Wisconsin has the following legal descriptions:

Legal Description: That portion of Lot 1, Block 3 of the Manitowoc 1-43 Industrial Park Subdivision that is north of a line extended westward from the southern most border of Vits Drive, as more particularly set forth on the attached Exhibit B.

Tax Parcel ID No.: 052-449-008-010.00 (aka 449-008-010)

MAP OF PARCEL

