

**COLLATERAL ASSIGNMENT OF
TAX INCREMENTAL DISTRICT NO. 20
DEVELOPMENT AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF TAX INCREMENTAL DISTRICT NO. 20 DEVELOPMENT AGREEMENT (this “**Assignment**”) is effective the 19th day of June, 2020 (“**Effective Date**”) is made by and between **LAKESIDE FOODS, INC.**, a Wisconsin corporation with an address of 808 Hamilton Street, P.O. Box 1327, Manitowoc, Wisconsin 54221-1327 (“**Borrower**”) and **OLD NATIONAL BANK**, a financial institution with an address of 23 W. Main Street, Madison, Wisconsin 53703 (the “**Bank**” or “**Lender**”).

RECITALS:

A. Borrower has requested an extension of credit from the Lender pursuant to the Master Loan Agreement dated even date herewith (as amended, restated, or otherwise modified from time to time), the “Loan Agreements;” capitalized terms not defined herein shall have the meaning ascribed to them in the Loan Agreement.

B. Lender has required, as a condition of making the extension of credit to Borrower, that Borrower execute this Assignment as further security for payment of the indebtedness and all of Borrower’s obligations and in order to induce Lender to make the loan.

NOW, THEREFORE, in consideration of Lender’s extending the above-referenced Note in accordance with its terms and all increases, additions, extensions, modifications and renewals thereof, and all other sums payable under the Loan Documents and the performance and observance of all of the provisions hereof and of the Loan Documents, the parties hereby agree as follows:

1. Borrower hereby grants, transfers and assigns to Lender, all of Borrower’s rights under that certain Tax Incremental District No. 20 Development Agreement dated June 17, 2019, as amended (“**Development Agreement**”) (copy attached as **Exhibit A**), by and between Borrower and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation with its principal offices located at 900 Quay Street, Manitowoc, Wisconsin 54220 (“**CITY OF MANITOWOC**”), related to property as more specifically described on **Exhibit B** (the “**Property**” or “**Premises**”).
2. This Assignment is made to secure the Note and the related Loan Documents. Provided further, this Assignment is made to secure any future advances made by the Lender to the Borrower; under the Loan Agreement or by any successor in interest of the Lender. Unless subsequently agreed otherwise in writing by the parties, this Assignment will secure such future advances under the Loan Agreement whether or not they are of the same type or character as the loan secured by this Assignment, or whether or not the future advances are separately secured.
3. As long as payments made on the loan remain current, the Borrower shall enjoy all rights under the Development Agreement. However, should an “Event of Default” occur under the Note or the related Loan Documents, then the Lender may (but is not obligated to),

exercise all rights of Borrower under the Development Agreement and all rights of Lender under this Assignment. If an Event of Default occurs, then the Borrower covenants and warrants that it shall do nothing to defeat, hinder or delay the exercise by Lender, its agents, or its successors in interest of its rights under this Assignment. The Lender may enforce the Development Agreement and do any acts that the Lender deems proper to protect its security.

- a. The Lender shall not be obligated to perform or discharge, nor does it undertake to perform or discharge any obligation, duty or liability under the Development Agreement, nor for the carrying out of any of the terms and conditions of the Development Agreement; nor shall it operate to make the Lender responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for laches. All actions taken by the Lender pursuant to this the Assignment shall be taken for the purposes of protecting the Lender's security and the Borrower agrees that nothing in this Assignment and no actions taken by the Lender under this Assignment, shall in any way alter or impact the obligation of the Borrower for amounts due under the Note and related Loan Documents. The Borrower waives any defense or claim that may now exist or hereafter arise by reason of any action taken by the Lender under this Assignment.
 - b. The Borrower shall indemnify and hold the Lender harmless from and against any and all liability, loss or damage which it may or might incur under the Development Agreement or under or by reason of this Assignment and from and against any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Development Agreement. Should the Lender incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment, shall be added to the Note and the Borrower shall reimburse the Lender for such amount immediately upon demand, and the failure of the Borrower to do so shall constitute a default under this Assignment the Note and the related Loan Documents.
4. The Borrower agrees, assigns and covenants as follows:
- a. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Development Agreement to be performed by the Borrower; to use its best efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Development Agreement to be performed by the CITY OF MANITOWOC; not to modify, extend, renew, terminate, or in any way alter the terms of the Development Agreement nor borrow against, pledge, or assign any payments due under the Development Agreement, nor consent to subordination or assignment of the interest in the Development Agreement to any party other than the Lender, without the prior written consent of

the Lender.

- b. At the Borrower's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Development Agreement or the obligations, duties or liabilities of the CITY OF MANITOWOC under the Development Agreement, and to pay all costs and expenses of the Lender, including reasonable attorneys' fees, in any such action or proceeding in which the Lender in its sole discretion must appear.
5. With reference to the Development Agreement described in **Exhibit A**, the Borrower represents and warrants that (a) it is party to the Development Agreement, with full right and title to assign the Development Agreement; (b) the Development Agreement is valid, in full force and effect and has not been modified or amended, and the representations and warranties of the Borrower, ~~as Borrower~~ under the Development Agreement ~~were as of the date thereof,~~ are ~~and shall remain~~ true, complete and correct in all material respects as of the date thereof; (c) there are no outstanding assignments or pledges of the payments under the Development Agreement; and (d) to the knowledge of Borrower, there are no existing defaults under the Development Agreement on the part of any party.
6. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given 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 Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender. Neither the failure of Lender to avail itself of any of the terms, provisions and conditions of this Assignment for any period of time, or at any time or times nor Lender's: (a) taking or releasing of other security; (b) releasing any party primarily or secondarily liable for any of the indebtedness secured hereby; (c) granting extensions, renewals or indulgences with respect to such indebtedness; or (d) applying or failing to apply any other security for such indebtedness held by Lender to the satisfaction of such indebtedness, shall be construed or deemed to be a waiver of any of its rights under the terms hereof; and Lender shall have full right, power and authority to enforce this Assignment or any of the terms, provisions or conditions hereof and exercise its powers hereunder at any time or times that it shall deem fit.
7. No remedy or right herein granted Lender shall be exclusive of any other right or remedy available to Lender under any Loan Document or under applicable law.
8. The CITY OF MANITOWOC, under the Development Agreement, is irrevocably authorized and directed to recognize the claims of the Lender or any receiver appointed

under this Assignment without investigating the reason for any action taken by the Lender or such receiver, or the validity or the amount of indebtedness owing to the Lender, or the existence of any default under the Note and the related Loan Documents. The sole signature of the Lender or such receiver shall be sufficient for the exercise of any rights under this Assignment.

9. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sums as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness under the Note and secured hereby, payable on demand and shall bear interest at the then applicable Note rate (including the default rate) from the date of the expenditure until repaid. Expenses covered by this section shall include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.
10. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance and the offending provision shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.
11. This Assignment and the covenants, agreements and provisions in this Assignment shall be binding upon the Borrower and its successors and assigns, including without limitation each and every record owner of the Premises or any other person having an interest in the Premises and shall inure to the benefit of the Lender and its successor and assigns. As used in this Assignment the words "successors" and "assigns" shall also mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.
12. This Assignment, together with the Loan Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
13. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or when deposited in the U.S. Mail, First-Class postage prepaid, or with FedEx or a similar nationally known overnight delivery

service, addressed to such addresses as set forth above.

14. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Wisconsin.
15. Borrower hereby appoints Lender its attorney-in-fact, coupled with an interest, empowering Lender to all of the rights set forth in this Assignment. Borrower covenants and agrees that Borrower will, upon the request of Lender, execute and deliver to Lender such further instruments and do and perform such other acts and things as Lender may deem necessary or appropriate to make this Assignment and the various covenants of Borrower contained herein effective.
16. The rights and powers of the Lender or any receiver under this Assignment shall continue and remain in full force and effect until all amounts owed under the Note and the related Loan Documents are paid in full. Upon the payment in full as evidenced by written evidence of payment in full by the Lender or its assigns, this Assignment shall, without the need for any further satisfaction or release, become null and void and be of no further effect.

In Witness Whereof, the Borrower has executed this Assignment as of the Effective Date.

[Signature pages to follow]

LAKESIDE FOODS, INC.

By: _____
Denise Kitzerow, its Chief Financial Officer

Subscribed and sworn to before me
this _____ day of June, 2020.

..... (printed name)
Notary Public, State of Wisconsin
My commission _____

OLD NATIONAL BANK

By: _____
Tommy Olson, its Senior Vice President

Subscribed and sworn to before me
this _____ day of June, 2020.

..... (printed name)
Notary Public, State of Wisconsin
My commission _____

ACKNOWLEDGEMENT BY CITY OF MANITOWOC

The undersigned accepts and acknowledges receipt of a copy of the foregoing Assignment and consents to and agrees to be bound by all provisions thereof. The undersigned agrees that it will cooperate in all respects to effectuate the provisions of this Assignment.

CITY OF MANITOWOC

Subscribed and sworn to before me
this _____ day of June, 2020.

By: _____
Justin M. Nickels, Mayor

(printed name)
Notary Public, State of Wisconsin
My Commission _____

Attest: _____
Deborah Neuser, City Clerk

Subscribed and sworn to before me
this _____ day of June, 2020.

(printed name)
Notary Public, State of Wisconsin
My Commission _____

This document was prepared by:

Attorney Cynthia Caine Treleven
Menn Law Firm, Ltd.
P.O. Box 10597
Green Bay, WI 54307-0597

EXHIBIT A

[Copy of Development Agreement]

See attached.

EXHIBIT B

Legal Description

Real property in the City of Manitowoc, Manitowoc County, State of Wisconsin, and is described as follows:

Lot Two (2) of Certified Survey Map recorded in Volume 34, Page 73, as Document No. 1207877, being all of Tracts 2A and 2B, Volume 11, Page 697, Tract 1, Volume 7, Page 589, and part of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 36, Township 19 North, Range 23 East, City of Manitowoc, Manitowoc County, Wisconsin.

Tax Key Number: Part of 251-836-104-040