

ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of December 15, 2022 ("Effective Date"), is made by and among Edge Adventures, LLC, a South Carolina limited liability company ("Assignor" and sometimes referred to herein as "Tenant"), Edge Adventures SB, LLC, a South Carolina limited liability company ("Assignee" and sometimes referred to herein as "Proposed New Tenant"), with the acknowledgment and consent of the City of South Bend, Indiana, acting by and through its Board of Park Commissioners ("Landlord"), as provided herein.

WITNESSETH:

WHEREAS, Assignor is party to that certain Membership Interest Purchase Agreement dated as of December 15, 2022, as amended (the "Purchase Agreement"), scheduled to close on or before December 31, 2022, pursuant to which Assignor, along with other membership interest holders of Assignee have agreed to sell 100% of the membership interests and voting rights in Assignee to Benjamin Kopp and Michael Johnson (collectively the "Buyers"), Buyers have agreed to purchase Assignee, and Proposed New Tenant will assume all related contracts and obligations related to Assignor's operations at Rum Village in South Bend, Indiana ("Rum Village");

WHEREAS, as a condition to the closing of the Purchase Agreement, Assignor has agreed to assign to Assignee that certain Ground Lease dated September 21, 2015 by and between Assignor and Landlord, as amended by that certain First Amendment dated as of September 25, 2017 ("Ground Lease"), a copy of which is attached hereto as Exhibit A related to Rum Village, and Assignee has agreed to assume the Ground Lease pursuant to the terms hereof (terms not otherwise defined herein shall have the meaning ascribed in the Ground Lease);

WHEREAS, Proposed New Tenant intends to continue operations at Rum Village on the land consistent with Tenant's existing operations and abide by the terms of the Ground Lease in all respects; and

WHEREAS, the assignment of the Ground Lease to Assignee requires the Landlord's consent under Section 15 of the Ground Lease.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and, in the Purchase Agreement and the Ground Lease, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Recitals; Capitalized Terms. The recitals to this Assignment are fully incorporated by this reference as if set forth herein.

2. Assignment and Assumption.

(a) Effective as of the Effective Date, Assignor hereby transfers, assigns, conveys and delegates to Assignee all of Assignor's right, title, and interest in, to and under the Ground Lease.

(b) Effective as of the Effective Date, Assignee hereby accepts such assignment and assumes from Assignor all liabilities and obligations under the Ground Lease arising on the Effective Date and thereafter, and agrees to pay, perform, and discharge, when due, all of such liabilities and obligations thereunder.

3. Representations and Warranties.

(a) Each party hereto hereby represents and warrants to the other that it has been duly authorized to execute and deliver this Assignment and that this Assignment constitutes the legal, valid and binding obligation of such party and is enforceable against such party in accordance with its terms.

(b) Assignor hereby represents and warrants that as of the Effective Date: (i) no amount, fee or charge is due or outstanding under the Ground Lease, (ii), it is in compliance in all material respects with the terms of the Ground Lease, (iii) to the best of its knowledge, no default exists and no event has taken place which, with notice, the passage of time or both, would result in a default under the Ground Lease; and (iv) the Ground Lease has not been modified, amended or supplemented, except as attached hereto.

4. Modifications to the Ground Lease.

(a) As of the Effective Date, Section 23 of the Ground Lease is modified as follows:

Tenant	Edge Adventures SB, LLC Attn: Benjamin Kopp 5493 Westmorland Plaza Douglasville, Georgia 30134 Email : ben@signatureresearch.com
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(b) As of the Effective Date, all references (i) in the Ground Lease to “Tenant” shall mean Assignee.

5. Consent. The Landlord hereby consents to the assignment of the Ground Lease by Assignor to Assignee as of the Effective Date and agrees to recognize the Assignee as of the Effective Date as the “Tenant” under the Ground Lease.

6. Indemnification.

(a) Assignor shall indemnify, hold harmless and defend Assignee from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages and expenses (including reasonable attorneys’ fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity) that may be incurred by Assignee by reason of the assertion by the Landlord under the Ground Lease that Assignor has failed to perform, observe and comply with its obligations under either agreement during the period before the Effective Date.

(b) Assignee shall indemnify, hold harmless and defend Assignor from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages and

expenses (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity) that may be incurred by Assignor by reason of the failure of Assignee to perform, observe and comply with its obligations under the Ground Lease arising or accruing during the period from and after the Effective Date.

(c) Neither of Sections 6(a) or 6(b) immediately above shall diminish the obligations and responsibilities of Tenant or Proposed New Tenant under the Ground Lease or otherwise adversely affect the rights of Landlord under the Ground Lease, and both Assignor and Assignee acknowledge Landlord's right to enforce the terms of such Ground Lease with respect to any and all parties without regard to such indemnification as between Assignor and Assignee.

7. Governing Law. The internal laws of the State of Indiana applicable to contracts made and wholly performed therein shall govern the validity, construction, performance and effect of this Assignment.

8. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest and assigns.

9. Headings. The subject headings or captions of the paragraphs in this Assignment are inserted for convenience of reference only and shall not affect the meaning, construction or interpretation of any provisions contained herein. All terms herein are equally applicable to both the singular and plural forms of such terms.

10. Counterparts. This Assignment may be signed by facsimile or other electronic transmission and/or in one or multiple counterparts, with each counterpart having the same force and effect as if this single instrument were executed by each of the parties hereto and delivered to the other party.

11. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Assignment.

12. Severability. If any provision of this Assignment shall be held invalid, illegal, or unenforceable, the validity, legality or enforceability of the other provisions of this Assignment shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

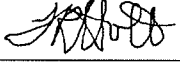
13. Further Assurances. The parties hereto agree to execute such further documents and agreements as may be necessary or appropriate to effectuate the purpose of this Assignment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

ASSIGNOR

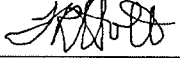
EDGE ADVENTURES, LLC

By: 

Tommy Holt
Manager

ASSIGNEE

EDGE ADVENTURES SB, LLC

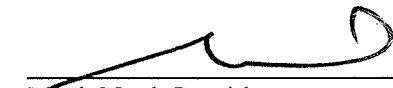
By: 

Tommy Holt
Manager


AGREED, ACKNOWLEDGED AND CONSENTED TO:

By its signature below, the City of South Bend, acting by and through its Board of Park Commissioners, Indiana ("Landlord") hereby consents to the assignments, assumptions, and terms contained in this Assignment and Assumption Agreement as of the date first above written.

CITY OF SOUTH BEND,
BOARD OF PARK COMMISSIONERS



Mark Neal, President

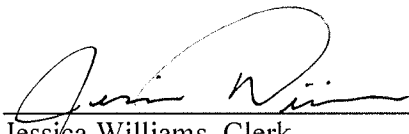


Consuella Hopkins, Vice President



Same Centellas, Member

ATTEST:



Jessica Williams, Clerk

EXHIBIT A
Ground Lease and First Amendment