

## ASSIGNMENT of LEASE

This Assignment of Lease is entered into on or as of the dates noted next to each party's signature. The parties to the assignment are:

**Alpena County**, 1617 Airport Road Alpena Michigan 49707 (Landlord)

**Howard E. Riley Jr.** Lake Point Rd. Gross Point Park Mi, 48230-1701 (Assignor)

**Edward (Mick) Higgins** 3182 Lakeshore Dr. Harrisville MI 4874 (Assignee)

## INTRODUCTORY STATEMENTS

- A. The Landlord, as Lessor, and the Assignor, as Lessee, entered into a lease (a copy of which is attached to this Assignment of Lease as Exhibit A) on 1 October, 2025 (the "Lease") with respect to certain premises located at **1435 Airport Road, Alpena Michigan 49707** (the "Premises"), which premises are more particularly described in the Lease.
- B. Assignor desires to assign its interest in the Lease to Assignee under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. As of the Effective Date of this Assignment, as defined in Paragraph 5, Assignor assigns to Assignee all of Assignor's rights, title, and interest in and to the Lease.
2. Acceptance by Assignee. Assignee accepts the Assignment and all rights accruing to it under the Lease and assumes and agrees to make all payments and keep and fulfil all covenants and obligations of the Assignor under the Lease from and after this Assignments Effective Date.
3. Acceptance and Consent of Landlord. Landlord accepts and consents to this Lease Assignment and acknowledges that all the Assignor's rights under the Lease shall inure to the benefit of Assignee from and after the Effective Date.
4. Effective Date. This Lease Assignment shall not be effective unless and until Assignor and Assignee have consummated a sale by Assignor to Assignee of the Assignor's hangar located on the Leased Premises. The closing date of the sale shall be the Effective Date of this Lease Assignment. If the sales consummation does not occur, this Assignment shall be terminated from its beginning.

5. Amendment to the Lease. This Lease Assignment shall constitute an amendment to the Lease. If there is any conflict between this Lease Assignment and the Lease, the Lease shall govern.
6. Counterparts. This Lease Assignment may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one document.

The parties have executed this Lease Assignment as of the date listed below by each party's signature.

WITNESSES

Katie Mitz

ASSIGNOR:

By: Howard E. Riley Jr.  
Howard E. Riley Jr

WITNESSES

Dated: 1-23-26

ASSIGNEE:

By: Edward C Higgins  
Edward (Mick) Higgins

Dated: 01/23/2026

LANDLORD:

By: \_\_\_\_\_  
John Kozlowski  
Chairman of the Board

Dated: \_\_\_\_\_