

March 4, 2025



West Allis, WI 53214

Dear John Onopa and Kyle Ciske:

Pursuant to your application and information provided by you regarding the purchase of operating equipment for increased brewing capacity at their location located at 6751 W. National Ave. The Common Council of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the Wisconsin Economic Development Corporation, First-Ring Industrial Redevelopment Enterprise, and the following specific terms and conditions:

1. Borrower. The Borrowers shall be John P. Onopa and Kyle Ciske, owners of Ope Brewing Company LLC, a Wisconsin Limited Liability Company, with current business located at 6751 W. National Avenue, West Allis, WI 53214.
2. Guarantors. John P. Onopa and Kyle E. Ciske
3. Project. Loan proceeds are to be used for the purchase of operating equipment for increased brewing capacity.
4. Loan Amount. The loan amount shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) comprised of the following:
  - A. \$150,000 loan as part of the Capital Catalyst Loan Program. Funding source – Wisconsin Economic Development Corporation, First-Ring Industrial Redevelopment Enterprise. Disbursement of the aggregate principal will be at loan closing with proper paid invoices or purchase orders. The loan will be evidenced by a note payable by the Borrower to the City.
5. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be five percent (5%) per annum. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0 %) per annum until paid.
6. Term. The term of the \$150,000 loan portion shall be twenty (20) years.
7. Payments.

Payments for the \$150,000 loan will be as follows:

  - Interest only payments for the first 6 months following the date of closing. Principal and interest payments for the remainder of the life of the loan, which is 19.5 years. Interest on the loan will be 5%
8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.
9. Security. As security for the loan, the Borrower will deliver to the City:

- A. A General Business Security Agreement on the assets purchased with City of West Allis funds.
  - B. An Unlimited Personal Guaranty from John P. Onopa and Kyle E. Ciske in an amount equal to the outstanding balance due on the loan
10. Loan Processing Fee. A non-refundable fee of One Thousand Five Hundred Dollars (\$1,500.00) to be paid upon acceptance and delivery of this Commitment. The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.
  11. Maturity Date. The \$150,000 portion of the loan shall mature in March, 2045.
  12. Closing Date. The loan shall close on or before March 31, 2025.
  13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
  14. Federal Identification Number. Borrower must provide a federal identification number to the City.
  15. Job Creation/Retention. Borrower agrees to the following:

To create three (3) full-time equivalent permanent positions over the next two (2) years.
  16. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before April 1, 2025 along with the non-refundable loan processing fee and the written guarantee of the loan by John P. Onopa and Kyle E. Ciske. If not so accepted, the City shall have no further obligation hereunder.

**ACCEPTANCE**

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

**Ope Brewing Company LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John P. Onopa, Owner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kyle E. Ciske, Owner

Received Acceptance and Loan Processing Fee:

By: \_\_\_\_\_  
Patrick Schloss  
Executive Director

Date: \_\_\_\_\_