

## LOAN AGREEMENT

**THIS AGREEMENT** is made and entered into this 13<sup>th</sup> day of May 2020, by and between Cieslak Enterprises, LLC, and Carrie's Crispies, LLC, both a Limited Liability Company (hereinafter the "Borrowers"), with corporate offices at 4925 West Bottsford Avenue, Greenfield, WI 53220 and, the **CITY OF WEST ALLIS**, a Municipal Corporation, organized and existing under the laws of the State of Wisconsin (hereinafter "City").

**WHEREAS**, the City has implemented an Economic Development Loan Program under the provisions of the Housing and Community Development Act and the Community Development Block Grant Program; and,

**WHEREAS**, the Borrowers desire to use the loan proceeds for the purchase of real estate and operating equipment for the establishment of niche food production retail business to be located at 7133 W. Becher St., West Allis, WI (hereinafter "Property"); and,

**WHEREAS**, Brian J. and Carrie J. Cieslak, member & owners of Cieslak Enterprises, LLC, also own Carrie's Crispies, LLC that will operate at 7133 W. Becher St., West Allis, WI, 53220.; and,

**WHEREAS**, the Borrowers have made application for Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$67,500.00) from the City of real estate and operating equipment for the establishment of niche food production retail business to be located at 7133 W. Becher St., West Allis, WI 53219, ("Loan"); and,

**WHEREAS**, the City is willing to make the Loan and the Borrowers willing to accept the Loan in accordance with the following terms and conditions.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual representations, warranties, assurances, covenants and agreements hereinafter set forth, the parties agree as follows:

1. The City shall loan to the Borrowers the following:
  - A. A loan from Community Development Block Grant Funds in the maximum sum of Sixty Seven Thousand Five Hundred and 00/100 Dollars (\$67,500.00) pursuant to the terms and conditions of a Promissory Note, hereby incorporated within, in the form attached hereto as **Exhibit "A"** (hereinafter the "Note"); and,
  - B. A shared first mortgage with Wisconsin Hmong Chamber of Commerce on the real estate at 7133 W. Becher St, hereto as **Exhibit "B"** hereby incorporated within; and

- C. A shared first position on a General Business Security Agreement with the Wisconsin Hmong Chamber of Commerce on the assets of Cieslak Enterprises, LLC and Carrie's Crispies, LLC. hereto as **Exhibit "C"** hereby incorporated within; and,
- D. A shared Wisconsin Department of Motor Vehicle Lien on the purchased delivery vehicle; hereto attached as **Exhibit "D"**; and,
- E. Unlimited Personal Guaranty from Brian J. and Carrie J. Cieslak hereto as **Exhibit "E"** hereby incorporated within; and,
- F. All documents listed and in Subsection 3 below are collectively referred to along with the Loan Agreement as the "Loan Documents"; and,

2. The proceeds of the Loan will be disbursed by the City to the Borrowers upon closing of the loan with proper documentation at Closing (i.e. invoices, evidence of payment, receipts, etc.).

3. As security for the Loan, the Borrowers shall deliver to the City at closing:

- A. A shared first mortgage with Wisconsin Hmong Chamber of Commerce on the real estate at 7133 W. Becher St, hereto as **Exhibit "B"** hereby incorporated within; and,
- B. A shared first position on a General Business Security Agreement with the Wisconsin Hmong Chamber of Commerce on the assets of Cieslak Enterprises, LLC and Carrie's Crispies, LLC. hereto as **Exhibit "C"** hereby incorporated within; and,
- C. A shared Wisconsin Department of Motor Vehicle Lien on the purchased delivery vehicle; hereto attached as **Exhibit "D"**; and,
- D. Unlimited Personal Guaranty from Brian J. and Carrie J. Cieslak hereto as **Exhibit "E"** hereby incorporated within.

4. In order to induce the City to enter into this Agreement, the Borrowers shall make the following representations, assurances, covenants and certifications:

- A. For purposes of this section, a low to moderate income person is defined as a member of a low to moderate income family within the applicable income limits for Section 8 Rental Assistance Programs which are set forth in **Exhibit "F"** – Beneficiary

Reporting Document, both of which are attached hereto and incorporated within to this Agreement.

- B. For purposes of this loan from the City, the Borrowers agree to add three (3) full-time equivalent positions over the next three years.
- C. Full-time equivalent positions are defined by an employee working forty (40) hours per work week or a combination of part-time employees whose hours collectively total forty (40) hours.
- D. For the Job Creation requirement of the loan, the Borrowers agree to the following:
  - (1) A listing by job title of all permanent jobs filled
  - (2) The listing and written certifications for positions created by the Borrowers must be provided semi-annually to the Department of Development of the City of West Allis.

5. The Project would not be undertaken unless the public funding provided by the Loan becomes available, as the Borrowers can maximally raise only a portion of the debt and equity funds required to complete the Project.

6. This Agreement, the Note and other Loan Documents are legal, valid, binding upon and enforceable against the Borrowers in accordance with their terms, except as such terms may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally and except as may be limited by general principles of equity.

7. The Borrowers will comply with all of the terms and conditions contained in the Federal Requirements for Economic Development Loans in **Exhibit "G" and Exhibit "H"** attached hereto and incorporated within to this Agreement and the Commitment Letter provided as Exhibit "I".

8. During the term of the Loan:

A. The Borrowers will provide the City annually with true and correct copies of financial statements and a narrative statement of the state of its business, including sales trends and projections and disclosure of any material cost or liability not contained on the financial statement. All financial statements are to be prepared in accordance with generally accepted principles of auditing and accounting applied on a basis consistent with the Borrowers' accounting practices for the prior year. These financially statements may be submitted electronically or provided in paper format to the West Allis Department of Development within 60

days from the end of the Borrowers' fiscal year.

B. The Borrowers will file when due or obtain valid extensions for all federal and state income and other tax returns which are required to be filed and will pay all taxes shown on said returns and on all assessments received by them to the extent that such taxes shall have become due. The Borrowers has no knowledge of any liabilities, which may be asserted against it upon audit of its federal or state tax returns.

C. Except as disclosed by the Borrowers to the City in writing prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Borrowers or any of its property or members of the LLC, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Borrowers.

D. The Borrowers shall execute and deliver to the City such financing statements and other documents as may be required to create, perfect, preserve and maintain any security interest now or in the future granted to the City by the Borrowers.

E. The Borrowers shall preserve and maintain its business as presently conducted or contemplated, per the Loan Agreement and Loan Application to the City and all of its rights, privileges and franchises necessary or desirable in the normal conduct of said business, and conduct its business in an orderly, efficient and regular manner, keep its property useful or necessary to the operation of its business in good working order and condition, and from time to time make all needed repairs, renewals and replacements thereto, so that the efficiency of the Borrowers' property shall be usefully preserved, and will comply with all applicable laws and regulations governing the conduct of the Borrowers' business and the terms of any indenture, contract or other instrument to which the Borrowers may be a party or under which it or its property may be bound, if noncompliance will have a material adverse effect upon its financial condition, except where contested in good faith and by proper proceedings.

F. The Borrowers shall pay to the City, upon demand, all reasonable charges, personal property taxes, real estate taxes, water utility bills, and special assessments, charges or fines, and expenses of every kind or description, including, but not limited to, actual/reasonable actual and reasonable attorney's fees and expenses of litigation and any and all expenses incurred by the City in seeking relief from the automatic stay or any other bankruptcy proceedings, and other expenses (of the type customarily charged by the City) incurred or expended by the City in connection with or in any way related to the City's relationship with the Borrowers, with respect to the transactions contemplated by this Agreement or

any other Loan Document, whether hereunder or otherwise.

G. The Borrowers shall immediately notify the City in writing of the occurrence of any failure by it to observe or perform any covenant or agreement contained in any Loan Document or any other default hereunder or under any other Loan Document.

H. The Borrowers shall show proof of an executed lease. During the term of the Loan, all property will be insured for replacement cost value and to the extent required in the exercise of prudent business judgment.

9. All statements contained in any certificate, instrument or document delivered by or on behalf of any of the parties pursuant to this Agreement and the transactions contemplated hereby shall be deemed representations and warranties by the respective parties hereunder unless otherwise expressly provided herein. The representations, assurances and covenants contained in this Agreement shall survive the closing and continue in full force and effect for the duration of the Loan. No examination or investigation by or on behalf of the City shall have the effect of estopping the City from asserting breach or failure of any such representation or warranty or constitute or operate as a waiver of any such representation or assurance in whole or in part.

10. The Loan shall be closed with the City of West Allis, Department of Development, located at 7525 W. Greenfield Ave., West Allis, WI, at a mutually agreeable time within thirty (30) days of the date of execution of this Agreement. The City's obligation to fund the Loan is conditioned upon the Borrowers providing the City, prior to the date of closing:

A. Any preconditions for closing set forth in **Exhibit "I"** attached hereto and incorporated within to this Agreement; the Loan Commitment Letter dated March 17, and accepted by the Borrowers on April 21, 2020 and May 6, 2020 as amended.

B. Any and all valid termination statements, releases or subordination agreements the City may require to guaranty that the security for the Loan has the priority positions called for by this Agreement.

C. All Loan Documents which the City shall deem necessary or required relative to the completion of the Loan, including the Note, Mortgage, General Business Security Agreement, Motor Vehicle Lien, and Unlimited Personal Guaranty and such other financial statements as are required for the perfection thereof. Policies shall provide evidence of coverage acceptable to the City that includes fire and hazards coverage for all real property and equipment pertaining to this loan, liability coverage for the business, etc. Evidence of insurance shall be provided by a

Certificate of Insurance listing the City of West Allis and its officers (elected and appointed), employees, agents and volunteers as additional insured on the insurance policies. The Borrowers' evidence of insurance must insure the City up to specified limits of the fair market value of the property and listed value of equipment, and the Borrowers agrees to submit all documents as requested by the City Attorney.

D. Confidential financial statements from the Managing Members of the Borrowers and the Managing Members' personal financial statements which were incorporated into the project file.

E. The Borrowers shall provide the Federal I.D. number and the Dun & Bradstreet number for Borrowers' corporation to the City of West Allis.

F. Intentionally left blank.

G. In the event the Borrowers is unable to satisfy the conditions of this section, the City's obligation to fund the Loan shall terminate and be of no further force or effect.

11. In the event of a nonpayment by the Borrowers of any sum of money at the time or times when the payment shall become due; or the failure to observe or perform any of the covenants or agreements by the Borrowers to be kept and performed under the Loan Documents; or the breach of any representation, warranty or assurance made in the Loan Documents by Borrowers or in any document furnished under the terms of any Loan Document; then, in such case, the whole amount of principal due on the Note shall, at the option of the City, become immediately due and payable without any notice whatsoever, which is hereby waived, and the same, together with all sums of money which may be or have been paid by the City in connection therewith, plus interest thereon at the rate aforesaid, shall thereupon be collectible in a suit of law, in the same manner as if the whole of said principal sum had been made payable at the time when any such default shall occur; and, the Borrowers covenants and agrees that it will pay to the City all expenses incurred therein, and in addition to the taxable costs in such suit, a reasonable sum of money as attorneys' fees, to be included with the expenses above mentioned in the judgment or decree.

12. Each of the parties to this Agreement is entitled to all remedies in the event of default or breach provided at law or in equity. Any forbearance by the City in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

13. Any notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Borrowers: Brian J. and Carrie J. Cieslak  
C/O Cieslak Enterprises, LLC & Carrie's Crispies, LLC  
4925 W. Bottsford Avenue,  
Greenfield, WI 53220

If to the City: City of West Allis  
Department of Development  
7525 West Greenfield Avenue  
West Allis, Wisconsin 53214  
Attn: Community Development Manager

All such notices or other communications, if mailed, shall be deemed given three (3) days after having been post marked.


14. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder or of the Loan Documents shall be assigned without the prior written consent of the other parties.

15. This Agreement and the performance of transactions contemplated hereby shall be governed by, construed and enforced under and in accordance with the laws of the State of Wisconsin.

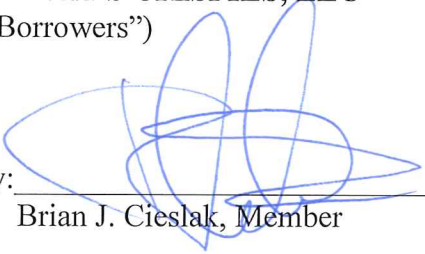
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date, month and year first above written.

**Signatures on the Next Page**

**CITY OF WEST ALLIS ("City")**

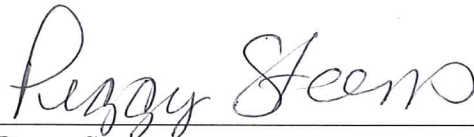
By:   
John F. Stibal, Director  
Department of Development

**CIESLAK ENTERPRISES, LLC &  
CARRIE'S CRISPIES, LLC  
("Borrowers")**

By:   
Brian J. Cieslak, Member

**CIESLAK ENTERPRISES, LLC &  
CARRIE'S CRISPIES, LLC  
("Borrowers")**

By:   
Carrie J. Cieslak, Member

Attest:   
Peggy Steeno  
Director of Finance/Comptroller/City Treasurer



RECORDED  
05/13/2020 01:47 PM

ISRAEL RAMON  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: 30.00  
TRANSFER FEE:  
FEE EXEMPT #:

\*\*\*This document has been electronically recorded and returned to the submitter.\*\*\*

Document Number                      Document Title

KNOW ALL MEN that Cieslak Enterprises, LLC , herein jointly called the "Mortgagor", hereby mortgages, conveys and warrants to the CITY OF WEST ALLIS, a municipal corporation, organized and existing under the laws of Wisconsin, whose address is 7525 West Greenfield Avenue, West Allis, Wisconsin, herein called the "Mortgagee", in consideration of the sum of One Hundred Thirty Five Thousand Dollars (\$135,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the real estate, together with the buildings and improvements now located or hereafter erected thereon, located in the County of Milwaukee, State of Wisconsin, and more particularly described as follows:

**Legal Description**

Lot 40 in Block 22, in Gross' West Allis Addition, in the West ½ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Tax Key No. 453-1057-000

Address: 7133 W. Becher Street

This space is reserved for recording data

Return to

City Attorney  
City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214

Parcel Identification Number/Tax Key Number

453-1057-000

Herein called the "Property", together with all the hereditaments, privileges and appurtenances to the same belonging, and all the rents, issues and profits, which may arise or be had therefrom, and the fixtures and other appurtenant interests.

The Property is non-homestead property.

This Mortgage is given to secure payment of indebtedness evidenced by two promissory notes to the City of West Allis and Hmong Wisconsin Chamber of Commerce, dated May 13, 2020 in the aggregate principal amount Sixty Seven Thousand Five Hundred and no/100 Dollars (\$67,500.00) to the City of West Allis and Sixty Seven Thousand Five Hundred and no/100 Dollars (\$67,500.00) to Hmong Wisconsin Chamber of Commerce, for a total indebtedness of One Hundred Thirty Five Thousand Dollars and no/100 Dollars. Any extensions, renewals or modifications thereof, or substitutes or replacements therefore (hereinafter the "Note"), interest due and payable thereon, payment of such further sums as Mortgagee hereafter may loan to Mortgagor when evidenced by another Note or Notes, reciting such security, and also to secure the performance of all covenants and agreements contained herein.

Mortgagor hereby covenants that they are the owner of the Property.

So long as all or any part of the principal and/or interest on the Note and any additional indebtedness or obligation arising out of the Mortgage, or any instrument of the Mortgagor' collateral hereto, remains outstanding and unpaid, the Mortgagee covenants with Mortgagee that:

1. The Mortgagor shall promptly pay when due the principal and the interest on the indebtedness evidenced by the Note and any other Notes secured by this Mortgage.
2. The interests of the Mortgagor and of the Mortgagee in the Property shall be assessed for taxation and taxed together, without separate valuation, and the Mortgagor shall pay, or cause to be paid, before they become delinquent, all taxes and assessments now or hereafter assessed or levied against the Property, and shall deliver to the Mortgagee or the Mortgagee's representative on demand, receipts showing due payment thereof.
3. The Property shall be insured against loss or damage by fire or other casualty included within the term "extended coverage", and such other hazards as Mortgagee may require and in such reasonable amounts and for such periods as Mortgagee may require, provided that Mortgagee shall not require an amount of coverage

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7525 West Greenfield Avenue  
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Mortgagor hereby covenants that they are the owner of the Property.

So long as all or any part of the principal and/or interest on the Note and any additional indebtedness or obligation arising out of the Mortgage, or any instrument of the Mortgagor' collateral hereto, remains outstanding and unpaid, the Mortgagor covenants with Mortgagee that:

1. The Mortgagor shall promptly pay when due the principal and the interest on the indebtedness evidenced by the Note and any other Notes secured by this Mortgage.

2. The interests of the Mortgagor and of the Mortgagee in the Property shall be assessed for taxation and taxed together, without separate valuation, and the Mortgagor shall pay, or cause to be paid, before they become delinquent, all taxes and assessments now or hereafter assessed or levied against the Property, and shall deliver to the Mortgagee or the Mortgagee's representative on demand, receipts showing due payment thereof.

3. The Property shall be insured against loss or damage by fire or other casualty included within the term "extended coverage", and such other hazards as Mortgagee may require and in such reasonable amounts and for such periods as Mortgagee may require, provided that Mortgagee shall not require an amount of coverage

which exceeds the lesser of (i) the amount of coverage to pay the sum secured by this Mortgage and all superior liens encumbering the Property, or (ii) the maximum amount permitted by the insurer. All insurance policies and renewals therefore shall be through insurers approved by Mortgagee, such approval shall not be unreasonably withheld, and shall be in a form acceptable to the Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to the Mortgagee. The Mortgagee shall have the right to hold the policies and renewals thereof, and the Mortgagor shall promptly furnish to the Mortgagee all renewal notices and all receipts of said premiums. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee shall make proof of loss if not promptly made by Mortgagor.

4. If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a decedent, or the filing of a petition or entry of an order for relief under the federal bankruptcy code, or the appointment of a custodian, trustee or receiver, then the Mortgagee, at the Mortgagee's option, upon notice to the Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect the Mortgagee's interest, including, but not limited to, disbursement of reasonable attorneys' fees, and entry upon the Property to make repairs. Mortgagee shall pay cost of any damage to the Property caused by such entry. Any amounts disbursed by the Mortgagee pursuant to this paragraph, with interest thereon, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from the Mortgagee to the Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require the Mortgagee to incur any expense or take any action hereunder.

4.5 The Mortgage is a shared first mortgage lien between Hmong Wisconsin Chamber of Commerce and the City of West Allis, but only to the present outstanding balance of such mortgage. A default on the first or second mortgage, subject to such notice and right to cure as may be applicable thereto, is an event of default under this mortgage. Mortgagor shall immediately provide written notice of default received from the first or second Mortgagee. Mortgagee reserves the right to satisfy a default under the share first mortgage and add the payment or cost incurred to the balance due on this mortgage.

5. Mortgagor represents and warrants to Mortgagee:

(a) That no substances or materials, have been, are or will be stored, deposited, treated, recycled or disposed of on, under or at the Property, which substances or materials, if known to be present on, at or under the Property, would require clean-up, removal or some other remedial action under any federal, state or local laws, regulations, ordinances, codes or rules relating to the discharge of air pollutants, water pollutants or processed waste water or otherwise relating to hazardous or toxic substances or materials ("Environmental Law"); and,

(b) That there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to damages, penalties, injunctive relief or clean-up costs under any Environmental Law; and,

(c) That Mortgagor is not subject to any judgment, decree, order or citation relating to or arising out of any Environmental Law. Mortgagor shall indemnify and hold harmless Mortgagee from all losses, costs (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever incurred by Mortgagee by reason of any violation of this paragraph or any Environmental Law involving the Property, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation.

#### MORTGAGOR AND MORTGAGEE FURTHER COVENANT AND AGREE THAT:

1. In the event of a non-payment of any sum of money at the time or times when the payment shall become due or the failure to perform any of the covenants or conditions by Mortgagor to be kept and performed, then, in such case, or in either case, the whole amount of principal due on the Note, shall at the option of the Mortgagee, become and be immediately due and payable without any notice to said Mortgagor (notice being

hereby waived), and the same, together with all sums of money which may be or have been paid by Mortgagee for or on account of insurance, taxes, assessments and/or other disbursements made by Mortgagee, pursuant to the terms of the Mortgage plus interest thereon at the rate aforesaid, and shall thereupon be collectible in a suit of law, or by foreclosure of this Mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such default shall occur; and the judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all the sums so paid, with interest at the rate aforesaid; and, it shall be lawful in such case, or in either case, for Mortgagee to grant, sell and convey the Property with the appurtenances thereto belonging, at public sale, and on such sale to make and execute to the purchaser or purchasers, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided; and, in case suit shall be brought for the foreclosure of this Mortgage, Mortgagor covenant and agree that they will pay to Mortgagee all expenses incurred therein, and in addition to the taxable costs in such suit, a reasonable sum of money as attorney's fees to be included with the expenses above mentioned, in the judgment or decree.

2. Any extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

3. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

4. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

5. Mortgagor agrees to the provisions of Section 846.101 and 846.103(2) of the Wisconsin Statutes, as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in such applicable Section.

6. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless the indebtedness secured by this Mortgage is first paid in full. The entire indebtedness under the Note shall become due and payable in full, at the option of Mortgagee without notice, upon any transfer, sale or conveyance made in violation of this paragraph.

7. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from all liens and encumbrances except as otherwise provided herein, and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness, which may be or becomes secured at any time by a Mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

8. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, to collect the rents, issues and profits of the Property, during the pendency of such an action, and such rents, issues and profits when so collected, shall be held and applied as the court shall direct.

9. Mortgagor hereby transfers and assigns absolutely to Mortgagee as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control, following any default under this Mortgage or the Note secured hereby and delivery of notice of exercise of this assignment by Mortgagee to tenant or other user(s) of the Property. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.



**“Exhibit A to Loan Agreement”**

\$67,500

West Allis, Wisconsin

May 13, 2020

**NOTE**

**FOR VALUE RECEIVED**, the undersigned, Cieslak Enterprises, LLC, and Carrie's Crispies, LLC, both are a Wisconsin limited liability corporation, ("Borrowers"), promise to pay to the order of the City of West Allis, a municipal corporation ("City" or "Holder"), the sum of Sixty Seven Thousand Five Hundred Dollars and 00/100 Dollars (\$67,500.00 together with interest at the rate of six and three quarter percent (6.75) per annum, until paid in full. The loan will be a 60 month loan with a 180 month amortization. The loan will have a period of no principal and accrued interest for the first six months following closing. Upon the seventh month, the loan will have in equal monthly payments of principal and interest of \$616.38, due and payable on or before the first day of each month, commencing on December 1, 2020 with an anticipated completion date on the 60th month following closing.

The Borrowers agree to pay all costs of collection, including reasonable attorney's fees and all fees and expenses incurred in endeavoring to protect, enforce and realize upon any collateral security for the payment of the Note. Borrowers, for themselves, its successors and assigns, hereby expressly waive presentment for payment, notice of dishonor, presentment, and notice of protest, protest and all diligence of collection.

All payments shall be made in lawful currency of the United States of America, to the City Treasurer of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, or such other place of payment as the holder of this Note may designate in writing.

As liquidated damages for the additional expenses incurred by the Holder of this Note, because of the failure of the Borrowers to make prompt payment, the Holder may collect a late charge not to exceed one percent (1%) per month on each dollar of each payment on this Note which is more than ten (10) days in arrears; provided, that no such charge shall exceed the maximum amount which may be charged according to law.

If any installment of principal or interest is not paid when it becomes due, or if default occurs in the performance or compliance with the covenants and conditions of any instrument securing the indebtedness evidenced by this Note, or in the Loan Agreement pursuant to which this Note is given, the Holder may, at its option, to be exercised at any time thereafter, declare the entire unpaid balance of principal and accrued interest immediately due and payable, without notice or demand, both notice and demand being hereby expressly waived. The Holder's failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Thereafter, in lieu of late charges and any other interest provided for in this Note, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0%) per annum until paid.

This Note is secured by a shared first position Mortgage (shared with the Hmong Wisconsin Chamber of Commerce), a shared first position General Business Security Agreement (shared with the Hmong Wisconsin Chamber of Commerce), joint motor vehicle lien on the delivery vehicle (shared with the Hmong Chamber of Commerce) as well as an Unlimited Personal Guarantee from Brian J and Carrie J. Cieslak.


This Note may be prepaid, in full or in part, without penalty.

This Note is executed in and is governed by the laws of the State of Wisconsin. Invalidity of any provision shall not affect the validity of any other provision. Without affecting the liability of the Borrowers or any guarantor or enforcer, the Holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note or agree to sue any party liable on it. Waiver of any default shall not constitute a waiver of any other or subsequent

default.

**Cieslak Enterprises, LLC and Carrie's Crispies, LLC**  
("Borrowers")

By:   
Brian J. Cieslak, Member

By:   
Carrie J. Cieslak, Member

L:\Economic Development\Economic Development Loans\Carrie's Crispies\Loan Closing Documents\FINAL\2. Exhibit A Note A 5.11.20.docx



**“Exhibit C to Loan Agreement”**

**GENERAL BUSINESS SECURITY AGREEMENT**

This General Business Security Agreement (the “Security Agreement”) is entered into as of May 13, 2020 by and between Cieslak Enterprises, LLC, and Carrie’s Crispies, LLC. (“Borrowers”), both are Limited Liability Corporations, and the City of West Allis, a Municipal Corporation organized and existing under the laws of the State of Wisconsin (“City”).

Whereas, the Borrowers seek funds from the City of West Allis pursuant to a Loan Agreement and a Promissory Note in the amount of Six Seven Thousand Five Hundred and 00/100 Dollars (\$67,500.00) of even date herewith (the “Note”); and

Whereas, as security for the Borrowers repayment obligations under the Note, the Borrowers Cieslak Enterprises, LLC, and Carrie’s Crispies, LLC have agreed to grant to the City a shared first position over all assets and items purchased with loan proceeds (hereby “Equipment Schedule”) in the terms set forth in this Security Agreement. The Agreement is a shared collateral position with the Wisconsin Hmong Chamber of Commerce.

Now, therefore, to that end and in consideration of the premises, covenants, and agreements set forth below, and the mutual benefits to be derived from this Security Agreement and other good and valuable consideration, the parties hereto agree as follows:

1. Definitions

(a) “Collateral” shall include the Borrowers’ tangible personal property, fixtures, leasehold improvements, trade fixtures, equipment and other personal property described in the Equipment Schedule and made part hereof; all general intangibles relating to or arising from the Equipment Schedule, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof.

(b) “Loan Documents” means the Note (as hereafter defined), the Loan Agreement, this Agreement, the Guaranty, and all other documents and instruments evidencing, securing, or executed in connection therewith.

(c) “Note” means the certain Promissory Notes, dated as even date hereof, made by the Borrowers, for the benefit of the City, in original principal amounts.

(d) “Obligations” shall include all debts, liabilities, obligations, covenants and



(c) Inventory. All of BORROWERS's inventory, whether now owned or hereafter acquired, together with the products and proceeds there from and all packaging, manuals, and instructions related thereto. As used herein, the term "Inventory" means all goods, merchandise, and personal property held for sale or leased or furnished or to be furnished under contracts of service, and all raw materials, work in process, or materials used or consumed in Borrowers's business, wherever located and whether in the possession of Borrowers, a warehouseman, a bailee, or any other person.

(d) Equipment. All BORROWERS's equipment, now owned or hereafter acquired, together with the products and proceeds there from, and all substitutes and replacements therefore. As used herein, the term "Equipment" includes all equipment, machinery, tools, office equipment, supplies, furnishings, furniture, or other items used or useful, directly or indirectly, in BORROWERS's business, all accessions, attachments, and other additions thereto, all parts used in connection therewith, all packaging, manuals, and instructions related thereto, and all leasehold or equitable interest therein.

(e) Fixtures. All of BORROWERS's interest in and to all fixtures and furnishings, now owned or hereafter acquired, together with the products and proceeds there from, all substitutes and replacements therefore, all accessories, attachments, and other additions thereto, all tools, parts, and supplies used in connection therewith, and all packaging, manuals, and instructions related thereto, located on or attached to BORROWERS's business premises located at 7133 W. Becher St., West Allis, WI, 53219.

(f) Chattel Paper, Documents and Instruments. All of BORROWERS's rights, title, and interest in any chattel paper, documents, or instruments, now owned or hereafter acquired or arising, or now or hereafter coming into the possession, control, or custody of either BORROWERS or City together with all proceeds there from. The terms "chattel paper," "documents," and "instruments" shall have those meanings ascribed to them in the Wisconsin Uniform Commercial Code.

(g) Obligation. This security interest is given as security for all indebtedness and obligations owed by BORROWERS to Secured Party, whether now existing or hereafter incurred, under this Security Agreement or the Note, together with all extensions, modifications, or renewals thereof (hereinafter referred to, collectively, as the "Obligation").

(h) Proceeds. As used in this Security Agreement, the term "proceeds" means all products of the Collateral and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the Collateral, all property received wholly or partly in trade or exchange for any of the Collateral, all leases of any of the Collateral, and all rents, revenues, issues, profits, and proceeds arising from

(h) Accuracy of Information. All information, certificates or statements given to City pursuant to this Agreement shall be true and complete when given.

(i) Addresses. The address of BORROWERS's place of business, or if Borrowers has more than one place of business, then the address of Borrowers's chief executive office, is shown opposite Borrowers's signature. The address where the Collateral will be kept, is 7133 W. Becher St., West Allis, WI 53219. Such locations shall not be changed without prior written consent of City, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(j) Change of Name or Address. BORROWERS shall immediately advise City in writing of any change in name or address.

4. Sale and Collections.

(a) Sale of Inventory. So long as no event of default exists under the terms of the Loan Agreement between BORROWERS and City (an "Event of Default"), BORROWERS may (a) sell inventory in the ordinary course of BORROWERS's business for cash or on terms approved by City, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) with prior written consent of City, lease inventory on terms approved by City.

(b) Verification and Notification. City may verify Collateral in any manner, and BORROWERS shall assist City in so doing. Upon default, City may at any time and BORROWERS shall, upon request of City, notify the account debtor to make payment directly to City and City may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors. Until account debtors are so notified, Cieslak Enterprises, LLC., agent of City, shall make collections on the Collateral. City may at any time notify the bailee of any Collateral of City's security interest.

(c) Deposit with City. At any time following an Event of Default, subject to the rights of Prior Creditors, City may require that all proceeds of Collateral received by BORROWERS shall be held by BORROWERS upon an express trust for City, shall not be commingled with any other funds or property of BORROWERS and shall be turned over to City in precisely the form received (but endorsed by BORROWERS if necessary for collection) not later than the business day following the day of their receipt. All proceeds of Collateral received by City directly or from BORROWERS shall be applied against the Obligations in such order and at such times as City shall determine.

5. BORROWERS'S Covenants.

(a) Maintenance of Collateral. BORROWERS shall maintain the Collateral in good condition and repair and not permit its value to be impaired; defend it against all

(h) Returns and Repossessions. Following any Event of Default, BORROWERS shall promptly notify City of the return to or repossession by BORROWERS of goods underlying any Collateral and BORROWERS shall hold and dispose of them only as City directs.

6. Rights of City. The following enumerated rights of the City are expressly subject to the City first obtaining the written consent of the Prior Creditors with respect to such Collateral:

(a) Authority to Perform for Cieslak Enterprises, LLC. Upon the occurrence of an Event of Default with respect to any of the Obligations, or if Borrowers fails to perform any of Borrowers's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, City is authorized, in Borrowers's name or otherwise, to take any such action including without limitation signing Borrowers's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Borrowers upon demand with interest from the date of payment by City at the highest rate stated in any evidence of any Obligations but not in excess of the maximum rate permitted by law.

(b) Power of Attorney. Borrowers irrevocably appoints City upon an Event of Default as Borrowers's attorney, with power to receive, open and dispose of all mail addressed to Borrowers; to notify the Post Office authorities to change the address for delivery of all mail addressed to Borrowers to such address as City may designate; and to endorse the name of Borrowers upon any instruments which may come into City's possession. All acts of such attorney are ratified and approved and such attorney is not liable for any act or omission or for any error of judgment or mistake of fact or law.

(c) Non-Liability of City. City has no duty to determine the validity of any invoice or compliance with any order of Borrowers. City has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Borrowers releases City from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except City's willful misconduct.

7. Default. Upon the occurrence of one or more of the following events of default:

Non-performance. Borrowers fails to pay when due any of the Obligations or Borrowers fails to perform, or rectify breach of, any warranty or other undertaking by Borrowers in this Agreement or in any evidence of or document relating to the Obligations;

Inability to Perform. Borrowers ceases to exist, or Borrowers becomes insolvent or the subject of bankruptcy, reorganization, or insolvency proceedings;

Dated this 13th day of May, 2020.

**Cieslak Enterprises, LLC &  
Carrie's Crispies, LLC**

Address: 4925 W. BOTTSFORD AVE  
GREENFIELD, WI 53220  
Wisconsin  
County: Milwaukee

By:   
\_\_\_\_\_  
Brian J. Cieslak, Member

By:   
\_\_\_\_\_  
Carrie L. Cieslak, Member



Economic Development Project/Loan Program

Employee Income Data Form

Employer:

After the new and current employees have completed the "Employee Income Certification Form," please provide the following information for all employees (new, current, retained, terminated) that were hired as a result of the Economic Development Project/Loan Program project.

1. **Name and Address of Employer:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2. **Name and Address of Employee:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. **Employee Identification Number (or S.S.#):** \_\_\_\_\_

4. **Job Title:** \_\_\_\_\_

5a. **Date Hired:** \_\_\_\_\_

5b. **Date Terminated, if applicable:** \_\_\_\_\_

5c. **Date Retained:** \_\_\_\_\_

5d. **Date Replacement Hired:** \_\_\_\_\_

6. **Average Hours Per Week Worked:** \_\_\_\_\_  
\_\_\_\_ Full time or \_\_\_\_ Part time

7. **When hired, was the employee LMI (Low and Moderate Income)?**

Yes \_\_\_\_\_ No \_\_\_\_\_

Are there employer sponsored healthcare benefits? \_\_\_\_\_

Were you unemployed prior employment? \_\_\_\_\_

8. **Category of work (Please Circle One)**

- |                   |                          |
|-------------------|--------------------------|
| Office & Manager  | Craft Workers (skilled)  |
| Technicians       | Operators (Semi skilled) |
| Sales             | Laborers                 |
| Office & Clerical | Service Worker           |

**“Exhibit B to Loan Agreement”**

**UNLIMITED PERSONAL GUARANTY**

This Guaranty by the undersigned person (referred to herein as "Guarantor") is for the benefit and security of the loan issued by the City of West Allis ("City").

WHEREAS, Cieslak Enterprises, LLC, and Carries Crispies, LLC (hereinafter the "Borrower"), has requested the City to extend to it a loan in the original principal amount of Six Seven Thousand Five Hundred and no/Dollars (\$67,500.00) (hereinafter the "Loan"), the proceeds of which will be used for the purchase of real estate and operating equipment and working capital for the establishment of a specialty food store and production facility to be located at 7133 W. Becher St., West Allis, WI (hereinafter "Project"); and,

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in the Loan Agreement dated May 13, 2020 (hereinafter the "Loan Agreement"), and to accept the Borrower's Promissory Note (hereinafter the "Note"), but requires, as a condition of making the Loan, that the Guarantor execute this Guaranty as security for the payment of the Borrower's obligations under the Note in case of default; and,

WHEREAS, the Guarantor is the President and Owner of the Borrowers, and will derive substantial benefits from the conduct of the Borrowers's business and operations; and, by reason of the relationship with the Borrowers have agreed to execute this Guaranty; and,

WHEREAS, it is in the interests of both the Borrowers and the Guarantor that the Borrower obtain the Loan.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agree as follows:

1. So long as any indebtedness of the Borrower to the City is outstanding, the

Guarantor represents and warrant as follows:

A. This Guaranty is legal, valid, binding upon and enforceable against the Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity. The Guarantor will file, when due, all federal and state income and other tax returns, which are required to be filed, and will pay all taxes shown on said returns and on all assessments received by them to the extent that such taxes shall have become due. The Guarantor has no knowledge of any liabilities, which may be asserted against them upon audit of their federal or state tax returns for any period that remains subject to audit.

B. Except as disclosed by the Guarantor to the City, in writing, prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Guarantor or the Borrower, or any of their properties, which, if adversely determined, would have a material adverse effect upon the business, properties or the financial condition of the Guarantor.

C. The Guarantor acknowledge that the City has not made any representations or warranties with respect to, and agree that the City does not assume any responsibility to the Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Note or the financial condition of any Borrower. The Guarantor have independently determined the collectability and enforceability of the Note and, until the Note is paid in full, will independently and without reliance on the City continue to make such determinations.

2. The Guarantor hereby absolutely and unconditionally guarantee to the City:

A. The payment of the principal of and interest on the Note, at the rate required



pursuant thereto, when and as the same shall become due and payable, whether by maturity, acceleration, default or otherwise.

B. Payment, on demand by the City, of all legal or other costs, expenses and fees at any time paid or incurred by the City in endeavoring to collect all or part of the Note or to realize upon this Guaranty. (The amounts in clauses A. and B. being, collectively, hereinafter referred to as the "Obligations").

3. The Guarantor' Obligations hereunder shall be binding upon the Guarantor, their heirs, successors, and permitted assigns. This Guaranty shall remain in full force and effect so long as any of the Obligations are outstanding, without any right of offset and irrespective of:

A. The genuineness, validity, regularity or enforceability of the Note or Loan Agreement or any of the terms thereof, the continuance of any Obligation on the part of the Borrower on either the Note or the Loan Agreement, or the power or authority or lack of power or authority of the Borrower or any other party to issue the Note or execute and deliver the Loan Agreement or to perform any of the Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Guaranty, failure to give notice of failure of the Borrower to perform any covenant or agreement under the terms of the Note or the Loan Agreement, or the failure to resort for payment to the Borrower or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

C. The acceptance or release of any security or other guaranty, extension of the Note or Loan Agreement or amendments, modifications, consents or waivers with respect to the Note or Loan Agreement or any subordination of the Obligations to any other obligations of

the Borrower (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Borrower might have to the payment or to the performance or observance of any of the Obligations, other than full payment thereof.

E. Any legal or equitable principle of marshalling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors (the Guarantor hereby expressly waiving the benefit of all of the foregoing).

F. Any act or failure to act with regard to any of the Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Guaranty that the Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment of all Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of or defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Borrower or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Borrower shall default under the terms of the Note or Loan Agreement and that, notwithstanding

recovery hereunder for or in respect of any given default or defaults, this Guaranty shall remain in full force and effect and shall apply to each and every subsequent default.

4. This Guaranty shall be a continuing guaranty so long as any of the Obligations remain unpaid, and may be enforced by the City or any subsequent holder of the Note or successor in interest under the Loan Agreement (the Guarantor hereby consent to any transfer of the Note and/or Loan Agreement without notice by the City). This Guaranty shall not be discharged or affected by the death or legal disability of the Guarantor.

5. This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(SIGNATURES CONTINUED ON NEXT PAGE)

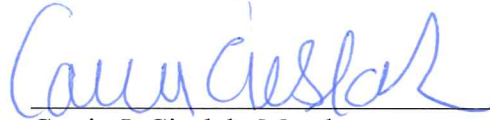
IN WITNESS WHEREOF, the Guarantor have executed this Guaranty, to take effect as of the 13<sup>th</sup> day of May \_\_\_\_, 2020

**Ceislak Enterprises, LLC &  
Carrie's Crispies, LLC**

(Guarantor)



\_\_\_\_\_  
Brian J. Cieslak, Member



\_\_\_\_\_  
Carrie J. Cieslak, Member

State of Wisconsin)  
: ss  
Milwaukee County)

Personally came before me this 13 day of May 13, 2020 the above-named Brian J. and Carrie J. Cieslak to me known to be the person who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.

Notary Public, State of Wisconsin

Print Name: Lily Noegel  
My Commission: 10.9.21



Acceptance:

This Guaranty is hereby accepted this 13<sup>th</sup> day of May 2020, by the City of West Allis.

**CITY OF WEST ALLIS ("City")**

By:   
John F. Stibal, Director  
Department of Development

Attest:   
Peggy Steeno  
Finance Director/Comptroller/City Treasurer



John F. Stibal  
Director  
Development Department  
jstibal@westalliswi.gov  
414.302.8460

March 17, 2020

Mr. Brian J. and Mrs. Carrie J. Cieslak  
C/o Carrie's Crispies, LLC  
4925 West Bottsford Avenue  
Greenfield, WI 53220

Dear Mr. and Mrs. Cieslak:

Pursuant to your application and information provided by you regarding the acquisition of real estate and purchase of operating equipment and vehicle for the expansion and establishment of a niche food production business with retail space at 7133 West Becher Street. The Common Council of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the federal Community Development Block Grant regulations and the following specific terms and conditions:


1. Borrower. The Borrower shall be Brian J. and Carrie J. Cieslak, owners and member of Carrie's Crispies, LLC of 4925 West Bottsford Avenue, Greenfield, WI 53220.
2. Guarantors. Brian J. and Carrie J. Cieslak
3. Project. Loan proceeds are to be used for the acquisition of real estate and purchase of operating equipment for the establishment of at 7133 West Becher Street, West Allis, WI, 53219. The loan is subject to the approval of a \$67,500 and closing on, loan from the Wisconsin Hmong Chamber of Commerce.
4. Loan Amount. The loan amount shall not exceed Sixty-Seven Thousand Five Hundred Dollars (\$67,500). 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 six and three-quarter percent (6.75%) fixed rate. 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 this loan shall be 5 years with a 15-year amortization rate.
7. Payments. Payments will be as follows:
  - No principal payments for the first six months.
  - Interest will continue to accrue for the first six months.
  - Upon the seventh month following closing, regular payment of interest and principal will commence continue to maturity.



guarantee of the loan by Brian J. and Carrie J. Cieslak. If not so accepted, the City shall have no further obligation hereunder.

**CITY OF WEST ALLIS**

Date: 3-20-20

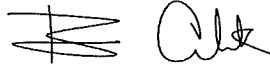
By:   
Patrick M. Schloss, Acting Director  
Department of Development

**ACCEPTANCE**


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

**CARRIE'S CRISPIES, LLC**

Date: 4/21/20

By:   
Brian J. Cieslak, Owner and Member

Date: 4/21/20

By:   
Carrie J. Cieslak, Owner and Member

Received Acceptance and Loan Processing Fee:

By: \_\_\_\_\_  
Shaun Mueller, Community &  
Economic Development Coordinator

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

Attachments

# INTERCREDITOR AGREEMENT

## BETWEEN THE

**Hmong Wisconsin Chamber of Commerce**

## AND

**CITY OF WEST ALLIS**

This Agreement is made and entered into by the **Hmong Wisconsin Chamber of Commerce** ("HWCC") and CITY OF WEST ALLIS ("City") and acknowledged by Cieslak Enterprises, LLC and Carrie's Crispies LLC, (hereinafter the "Borrower").

### Witnesseth

**WHEREAS**, the CITY has agreed to provide the Borrower with a loan in the amount of Sixty Seven Thousand Five Hundred and 00/100 (\$67,500.00); and,

**WHEREAS**, HWCC has agreed to provide Borrower a loan in the amount of Sixty Seven Thousand Five Hundred and 00/100 (\$67,500.00);

**WHEREAS**, the Borrower has granted the HWCC and the CITY shared first lien on "all business assets now and owned or hereafter acquired" (hereinafter the "Collateral");

**WHEREAS**, the Borrower has granted HWCC and CITY a shared first lien real estate mortgage on the land and improvements at 7133 W. Becher (Tax Key# 453-1057-000);

**WHEREAS**, the Borrower has granted HWCC and the CITY a shared lien position on all the fixtures of the commercial real estate located at 7133 W. Becher, West Allis, WI as collateral via fixture filings with the Milwaukee County Register of Deeds;

**WHEREAS**, HWCC and the CITY desire to reach an agreement on the application of the Collateral securing repayment of the Borrower's obligation to each of them;

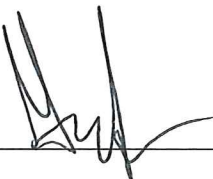
**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, HWCC and the CITY agree as follows:

1. **Priority of Security Interests:** Notwithstanding the date of filing their Mortgage and UCC1 Financing Statement filings, HWCC and the CITY shall have a pro rata (50%) shared security interest in the Collateral. All proceeds and receipts from the disposition of such collateral in the event of default by the Borrower in its repayment obligations to HWCC and the CITY will be paid according to the following percentages in a pro rata manner until such obligations are repaid.
  - a) The CITY shall have a Shared Lien Priority Security interest on all Collateral more fully described above in the amount of 50%.
  - b) HWCC shall have a Shared Lien Priority Security interest on all Collateral more fully described above in the amount of 50%.
2. **Borrower's Draw Obligations:** the Borrower shall draw and exhaust the loans provided by CITY and HWCC and the CITY at closing...
3. **Borrower's Payment Obligations:** Nothing in this Agreement shall affect the Borrower's obligations to comply with the payment terms set forth in the loan agreements, promissory notes and other documents evidencing the Borrower's loans from HWCC and THE CITY OF WEST ALLIS.



4. **Default by Borrower:** In the event of any default by the Borrower on any of its loan obligations to HWCC and the CITY or any other creditor, HWCC and the CITY agree to notify each other of the occurrence of such event of default within twenty (20) days of such knowledge.
5. **Continuing Agreement:** This Agreement shall constitute a continuing agreement between the parties with respect to the subject matter hereof, and shall remain effective until the Borrower has paid off all of its obligations to HWCC and the CITY.
- 5) **Complete Agreement:** This Agreement constitutes the entire understanding and agreement between HWCC and the CITY OF WEST ALLIS concerning the subject matter set forth herein. This Agreement shall not be amended except for in a written document signed by both the parties hereto.
- 6) **Additional Documentation:** HWCC and the CITY shall execute and deliver to each other such other and further instruments and shall take further action as may reasonably be necessary to carry out the provisions and intent of this agreement.
- 7) **Choice of Law:** This Intercreditor Agreement is and shall be governed by the laws of the State of Wisconsin. If any provisions of the Agreement shall be prohibited by or invalid under Wisconsin law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions thereof.
- 8) **Counterparts, Telecopied Signatures:** This Intercreditor Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.
- 9) **Effective Date:** The effective date of this Intercreditor Agreement, notwithstanding the actual date of execution, is and shall be 13<sup>th</sup> of May, 2020.

**Hmong Wisconsin Chamber of Commerce**

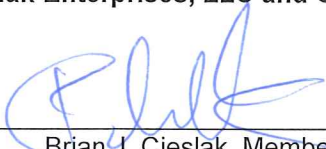
By:  \_\_\_\_\_

**THE CITY OF WEST ALLIS**

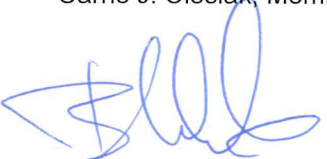
By:  \_\_\_\_\_  
John F. Stibal, Director of Development

Acknowledged:

**Cieslak Enterprises, LLC and Carrie's Crispies, LLC**

By:   
Brian J. Cieslak, Member

By:   
Carrie J. Cieslak, Member

By:   
Brian J. Cieslak, Guarantor

By:   
Carrie J. Cieslak, Guarantor

L:\Economic Development\Economic Development Loans\Carries Crispies\Loan Closing Documents\FINAL\9.  
Intercreditor Agreement Between HMONG CITY OF WEST ALLIS 5.12.20.doc



# BUYER'S CLOSING STATEMENT

**Buyer:** Cieslak Enterprises LLC  
**Seller:** The Estate of David Shanklin  
  
**Lender:** City of West Allis  
**Closing Agent:** Knight Barry Title, Inc.  
 201 E. Pittsburgh Avenue, Suite 200  
 Milwaukee, WI 53204  
 (414)727-4545

**Closing Date:** May 13, 2020  
**Property Location:** 7133 West Becher Street  
 Milwaukee, WI 53219

### CHARGES

Contract sales price		110,000.00
Dep. retained by Re/Max Realty Center	Re/Max Realty Center	POC 1,000.00
Loan Fee	City of West Allis	675.00
Closing / Settlement Services	Knight Barry Title, Inc.	300.00
Loan Policy	Knight Barry Title, Inc.	400.00
Gap Endorsement (LP)	Knight Barry Title, Inc.	75.00
Additional Insurance to LP	Knight Barry Title, Inc.	50.00
Deed	Register of Deeds or Knight Barry Title,	40.00
Mortgage	Register of Deeds or Knight Barry Title,	40.00
<b>TOTAL CHARGES</b>		<b>111,580.00</b>

### CREDITS

Deposit or earnest money		1,000.00
Principal amount of new loan(s)		67,500.00
2020 Real Estate Tax Proration		1,411.14
01/01/20 - 05/13/20 (\$3,883.29 \ 366 * 133)		
Water/Sewer Proration		106.47
03/01/20 - 05/13/20 (\$132.72 \ 91 * 73)		
2nd Loan Funding (\$67,500 less fees)		65,490.00
<b>TOTAL CREDITS</b>		<b>135,507.61</b>

### BALANCE


	<b>Balance Due TO Borrower</b>	<b>23,927.61</b>
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**APPROVED BY BUYER**

**BUYER'S CLOSING STATEMENT**

BUYER(S)

Cieslak Enterprises LLC

BY:   
Carrie Cieslak, Member

BY:   
Brian Cieslak, Member

CLOSING AFFIDAVIT AND AGREEMENT - BUYER



Each undersigned, being the buyer(s) (individually and collectively "Buyer") of the property ("Property") covered by commitment number 1051034("Commitment") issued by the company shown on the Commitment ("Company"), as agent for the underwriter shown on the Commitment ("Underwriter"), being first duly sworn, deposes, states and warrants, that:

1. **Commitment:** Except as shown on the Commitment, the Buyer has no notice or knowledge of any defects, liens, encumbrances, adverse claims or other matters attaching against the Buyer or against the Property.
2. **Bankruptcy; Assignment to Creditors; Guardianship:** The Buyer is not the subject of a *pending* bankruptcy, a *pending* assignment for the benefit of creditors, or a *pending* guardianship.
3. **Gap:** The Buyer has no notice or knowledge of any defects, liens, encumbrances, adverse claims or other matters first appearing in the public records, and attaching against the Buyer or against the Property, between the effective date of the Commitment and the date of recording of the deed and/or mortgage to be insured.
4. **Compliance Agreement:** The Company has prepared certain closing documents (the "Documents") in reliance upon information and materials obtained by the Company and/or supplied to the Company by others. The Buyer understands and agrees that: (a) the Documents may contain errors, (b) the Company shall not be responsible or liable for the accuracy or completeness of the information contained in the Documents, (c) the Documents are accepted as true and correct by the Buyer, and (d) if any of the Documents are lost, misplaced, misstated or inaccurately reflect the terms and conditions of the transaction contemplated by the parties to the subject transaction, the Buyer agrees to promptly comply with the Company's request to correct any such errors, including the execution of replacement or corrected closing documents and/or the deposit of additional funds with the Company which, for whatever reason, were not collected at closing, or the return of funds to the Company which were disbursed in error to a party at closing.
5. **Legal Advice:** The Buyer acknowledges that: (a) the Company has not provided legal advice to the Buyer, and (b) the Buyer has had an opportunity to seek appropriate legal counsel to assist with the review of the Documents.
6. **Real Estate Broker:** All real estate brokers who are or will be entitled to a commission for the sale of the Property, and/or with whom there is a contract for the lease or management of the Property, have been paid.
7. **Indemnity:** The Buyer understands that the Company shall rely upon these statements and representations to issue the title insurance policies on the Commitment. The Buyer agrees to indemnify and hold the Company and the Underwriter harmless from and against any and all loss or damage caused by the Buyer's misrepresentations, inaccuracies and/or omissions in the above information, or the Buyer's non-compliance with the compliance agreement set forth in this Agreement, plus any cost, expense or liability, including attorney fees, arising from the enforcement of this indemnification.

Dated: 5.13.2020

Cieslak Enterprises LLC

BY:   
Carrie Cieslak, Member

BY:   
Brian Cieslak, Member

**THIS AFFIDAVIT IS BEING EXECUTED FOR THE BENEFIT OF THE COMPANY AND UNDERWRITER ONLY. THE RECEIPT OF THIS AFFIDAVIT BY THE COMPANY AND/OR UNDERWRITER DOES NOT CONSTITUTE AN ENDORSEMENT TO ANY TITLE INSURANCE COMMITMENT OR POLICY ISSUED OR TO BE ISSUED BY THE COMPANY OR UNDERWRITER.**

## Affidavit regarding a Conveyance by a Limited Liability Company

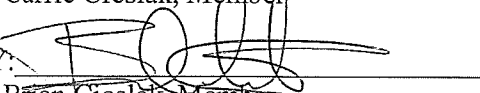
Commitment No.: 1051034

Each of the undersigned, in their respective individual capacity, being first duly sworn, deposes, states and warrants, that:

1. **Name.** **Cieslak Enterprises LLC**, a Wisconsin limited liability company ("LLC"), is the owner or prospective owner of the property ("Property") described in the above-referenced commitment ("Commitment") requiring a conveyance ("Conveyance").
2. **Members/Managers:** The undersigned is/are the only member(s) and manager(s) of the LLC.
3. **Authorization to close.** All appropriate action has been taken authorizing the Conveyance and **Carrie Cieslak and Brian Cieslak** being the **Members** of the LLC ("authorized signer"), is authorized to sign all documents for the Conveyance since one of the following statements is true:
  - **Member Managed.** Management of the LLC is vested in its members and all of the members of the LLC, by affirmative vote, approval or consent, have authorized and approved the Conveyance and appointed the authorized signer to sign all documents for the Conveyance.
  - **Manager Managed.** Management of the LLC is vested in managers and all of the managers of the LLC, by affirmative vote, approval or consent, have authorized and approved the Conveyance and appointed the authorized signer to sign all documents for the Conveyance. Further, if required by the LLC's operating agreement, if any, all of the members of the LLC, by affirmative vote, approval or consent, have authorized and approved the Conveyance and appointed the authorized signer to sign all documents for the Conveyance.
4. **Operating agreement.** The LLC's operating agreement, if any, does not in any way limit the Conveyance or the authority of the authorized signer to sign all documents for the Conveyance.
5. **Good Standing.** The LLC is currently in good standing with the Wisconsin Department of Financial Institutions and has not been dissolved.
6. **Indemnity.** The member of the Knight Barry Title Group named in the Commitment ("Agent"), as agent for the title insurance underwriter named in the Commitment ("Underwriter") (Agent and Underwriter are collectively, referred to as "Companies"), will rely upon the statements and representations in this affidavit to issue its title insurance policy or policies for the Property. The undersigned, jointly and severally, agree to indemnify and hold the Companies harmless from and against any loss or damage caused by misrepresentations, inaccuracies and/or omissions in this affidavit, plus any costs, expenses, damages or liability, including attorneys' fees, arising from the enforcement of this indemnification.

Date: 5.13.2020

BY:   
Carrie Cieslak, Member

BY:   
Brian Cieslak, Member



## SELLER'S CLOSING STATEMENT

**Buyer:** Cieslak Enterprises LLC  
**Seller:** The Estate of David Shanklin  
  
**Closing Agent:** Knight Barry Title, Inc.  
 201 E. Pittsburgh Avenue, Suite 200  
 Milwaukee, WI 53204  
 (414)727-4545  
  
**Closing Date:** May 13, 2020  
**Property Location:** 7133 West Becher Street  
 Milwaukee, WI 53219

CREDITS	
Contract sales price	110,000.00
<b>TOTAL CREDITS</b>	<b>110,000.00</b>
CHARGES	
2020 Real Estate Tax Proration	1,411.14
01/01/20 - 05/13/20 (3,883.29 \ 366 * 133)	
Water/Sewer Proration	106.47
03/01/20 - 05/13/20 (132.72 \ 91 * 73)	
Listing agent commission to Re/Max Realty Center 110,000.00 @ 3.60% = 3,960.00	3,960.00
Selling agent commission to Realty Executives Elite 110,000.00 @ 2.40% = 2,640.00	2,640.00
Owners Policy	750.00
Knight Barry Title, Inc.	
Gap Endorsement	150.00
Knight Barry Title, Inc.	
Special Assessment Search	75.00
Knight Barry Title, Inc.	
Closing / Settlement Services	500.00
Knight Barry Title, Inc.	
State tax/stamps	330.00
Register of Deeds or Knight Barry Til	
Outstanding 2018 Taxes	3,756.53
Milwaukee County Treasurer	
Outstanding 2019 Taxes	4,142.79
City of West Allis Treasurer	
<b>TOTAL CHARGES</b>	<b>17,821.93</b>
BALANCE	
<b>PROCEEDS TO SELLER</b>	<b>92,178.07</b>

APPROVED BY SELLER

**SELLER'S CLOSING STATEMENT**

SELLER(S)

The Estate of David Shanklin

BY: *James Shanklin Personal rep*  
James Shanklin, Personal Representative



**CLOSING AFFIDAVIT AND AGREEMENT - SELLER**



Each undersigned, being the seller(s) (individually and collectively "Seller") of the property ("Property") covered by commitment number 1051034 ("Commitment") issued by the company shown on the Commitment ("Company"), as agent for the underwriter shown on the Commitment ("Underwriter"), being first duly sworn, deposes, states and warrants, that:

- Commitment:** Except as shown on the Commitment, the Seller has no notice or knowledge of any defects, liens, encumbrances, adverse claims or other matters attaching against the Seller or against the Property.
- Bankruptcy; Assignment to Creditors; Guardianship:** The Seller is not the subject of a *pending* bankruptcy, a *pending* assignment for the benefit of creditors, or a *pending* guardianship.
- Gap:** The Seller has no notice or knowledge of any defects, liens, encumbrances, adverse claims or other matters first appearing in the public records, and attaching against the Seller or against the Property, between the effective date of the Commitment and the date of recording of the deed and/or mortgage to be insured.
- Special assessments:** There are no unpaid special assessments, charges for water or sewer hookup or service, or other tax liens on the Property, except: Paying 2018 & 2019 taxes (if blank the word "NONE" is deemed to be inserted).
- Construction work:** There has been no repair, remodeling or construction work done on the Property within the past six months except: none (if blank the word "NONE" is deemed to be inserted). If repair, remodeling or construction work has been done on the Property within the past six months, then each Seller affirms that all costs for labor and/or materials supplied in connection with the work has been paid except: \_\_\_\_\_ (if blank the word "NONE" is deemed to be inserted).
- Tenants:** There are no tenants and/or occupants (other than the buyer) who will stay on the Property after closing except: none (if blank the word "NONE" is deemed to be inserted, attach rent roll if necessary).
- Association dues and assessments:** There are no association dues owed to the Seller's condominium or homeowner's association, except: none (if blank the word "NONE" is deemed to be inserted).
- Minerals:** Seller has no notice or knowledge of any use of minerals or mining activity of any kind on the Property during the time that the Seller has owned the Property except: none (if blank the word "NONE" is deemed to be inserted).
- Compliance Agreement:** The Company has prepared certain closing documents ("Documents") in reliance upon information and materials obtained by the Company and/or supplied to the Company by others. The Seller understands and agrees that: (a) the Documents may contain errors, (b) the Company shall not be responsible or liable for the accuracy or completeness of the information contained in the Documents, (c) the Documents are accepted as true and correct by the Seller, and (d) if any of the Documents are lost, misplaced, misstated or inaccurately reflect the terms and conditions of the transaction contemplated by the parties to the subject transaction, the Seller agrees to promptly comply with the Company's request to correct any such errors, including the execution of replacement or corrected closing documents and/or the deposit of additional funds with the Company which, for whatever reason, were not collected at closing, or the return of funds to the Company which were disbursed in error to a party at closing.
- Legal Advice:** The Seller acknowledges that: (a) the Company has not provided legal advice to the Seller, and (b) the Seller has had an opportunity to seek appropriate legal counsel to assist with the review of the Documents.
- Real Estate Broker:** All real estate brokers who are or will be entitled to a commission for the sale of the Property, and/or with whom there is a contract for the lease or management of the Property, have been paid.
- Indemnity:** The Seller understands that the Company shall rely upon these statements and representations to issue the title insurance policies on the Commitment. The Seller agrees to indemnify and hold the Company and the Underwriter harmless from and against any and all loss or damage caused by the Seller's misrepresentations, inaccuracies and/or omissions in the above information, or the Seller's non-compliance with the compliance agreement set forth in this Agreement, plus any cost, expense or liability, including attorneys' fees, arising from the enforcement of this indemnification.

Dated: 5/12/2020

The Estate of David Shanklin  
BY: James Shanklin personal  
James Shanklin, Personal Representative

Subscribed and sworn to before me this \_\_\_\_\_ day of May, 2020

Michelle Lindemann  
NOTARY PUBLIC  
Notary Public, Washington County, WI (State).  
My commission (expires) ~~(is permanent)~~ 3-5-2021

THIS AFFIDAVIT IS BEING EXECUTED FOR THE BENEFIT OF THE COMPANY AND UNDERWRITER ONLY. THE RECEIPT OF THIS AFFIDAVIT BY THE COMPANY AND/OR UNDERWRITER DOES NOT CONSTITUTE AN ENDORSEMENT TO ANY TITLE INSURANCE COMMITMENT OR POLICY ISSUED OR TO BE ISSUED BY THE COMPANY OR UNDERWRITER.

State Bar of Wisconsin Form 5-2003  
**PERSONAL REPRESENTATIVE'S DEED**

**COPY**

Document Number

Document Name

THIS DEED, made between James Shanklin

as Personal Representative of the estate of David Shanklin, deceased

("Decedent"), ("Grantor," whether one or more), and Cieslak Enterprises LLC, a Wisconsin limited liability company

("Grantee," whether one or more).

Grantor conveys to Grantee, without warranty, the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Lot 40 in Block 22, in Gross' West Allis Addition, in the West 1/2 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

Recording Area

Name and Return Address

Cieslak Enterprises LLC

453-1057-000

Parcel Identification Number (PIN)

This Is not homestead property.  
(is) (is not)

Personal Representative by this Deed does convey to Grantee all of the estate and interest in the Property which Decedent had immediately prior to Decedent's death, and all of the estate and interest in the Property which the Personal Representative has since acquired.

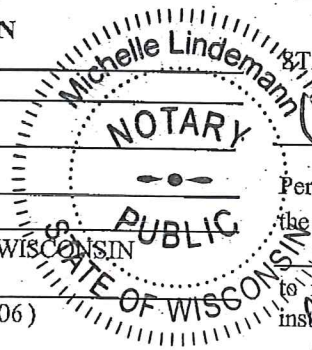
Dated 5/12/2020

PERSONAL REPRESENTATIVE:

\_\_\_\_\_  
\* \_\_\_\_\_ (SEAL) James Shanklin personal rep (SEAL)  
\* BY: James Shanklin, Personal Representative

Signature(s) \_\_\_\_\_ AUTHENTICATION

authenticated on \_\_\_\_\_



STATE OF Wisconsin )  
ACKNOWLEDGMENT  
Waukesha ) ss.

Personally came before me on May 12, 2020,  
the above-named James Shanklin, Personal Representative

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:  
Knight Barry Title, Inc / 1051034  
Lily Noegel, Scrivener only

\* Michelle Lindemann  
Notary Public, State of Wisconsin  
My commission (is permanent) (expires: 3-5-2021)

## Electronic Real Estate Transfer Receipt



611FJ

Wisconsin Department of Revenue  
Instructions

1. Grantors and grantees must review this receipt, noting grantor and grantee responsibilities
2. Mail or deliver the following items:

**Milwaukee County Register of Deeds, 901 N 9TH ST, RM 103, MILWAUKEE, WI 53233-1458**

- This receipt page and a transfer fee of \$330.00
- The deed or instrument of conveyance and a recording fee of \$30.00 (regardless of the number of pages)

To view real estate transfer return details online, visit:

<https://ww2.revenue.wi.gov/RETRWebPublic/application>. You will need your receipt number, total value of real estate transferred, and the last name of one grantor or grantee.Receipt **611FJ**. Filed May 13, 2020, 8:53 AM - **Milwaukee County**. Conveyance date **2020-05-13**.

Value transferred	<b>\$110,000</b>	Transfer fee	<b>\$330.00</b>
Value subject to fee	<b>\$110,000</b>	Fee exemption number	

Grantors	The Estate of David Shanklin
Grantees	Cieslak Enterprises LLC
Tax bill address	Cieslak Enterprises LLC, 4925 W Bottsford Ave, Greenfield, Wisconsin 53220
Property Location	7133 W Becher St ( <b>City of West Allis</b> )
Parcels	453-1057-000
Legal description	Lot 40 in Block 22, in Gross' West Allis Addition, in the West 1/2 of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin.

**Grantor responsibilities:** Grantors are responsible for paying the proper fee amount—verify the total property value, fee amount and fee exemption before sending this receipt to the county Register of Deeds.**Grantee responsibilities:** Grantees assert that this property is not a primary residence.

Preparer	Knight Barry Title / 1051034, 414-727-4545, lily@knightbarry.com
Grantor agent	James Shanklin, 262-777-1982
Grantee agent	Brian Cieslak, 414-852-3793

If you have questions on the Real Estate Transfer Return (RETR), visit the Wisconsin Department of Revenue's Real Estate Transfer Fee web page at: [revenue.wi.gov/retr/index.html](http://revenue.wi.gov/retr/index.html), or contact your County Register of Deeds. To locate your Register of Deeds, visit: [wrdaonline.org](http://wrdaonline.org).

Information on a real estate transfer return is used to administer various Wisconsin laws, including: income tax, real estate transfers, rental unit energy efficiency, lottery tax credit, and general property tax. Whether you are a resident, part-year resident, or non-resident, you must report the transfer of Wisconsin real estate in a taxable transaction on your Wisconsin income tax return. If you are a non-resident, you must file Form 1NPR to report the sale.

Penalties imposed under the following Wisconsin Statutes or Administrative Code:

Using an improper exemption - sec. 77.26(8), Wis. Stats.; falsifying the property value - sec. 77.27, Wis. Stats.;

Improperly claiming lottery and gaming credit as primary residence - chapter tax 20.12, Wis. Adm. Code.

Weatherization program under sec. 101.122, Wis. Stats., no longer exists.

**Account XXXXXXXX870**

**Cieslak Enterprises Llc**

Account Type: LLC

XXXXXXXXXXXX

Member  
CIESLAK ENTERPRISES LLC  
4925 W BOTTSFORD AVE  
GREENFIELD, WI 53220-3644

Type	Birthdate	SSN	Home Phone
XXXXXXXX	__/__/__	XXX-XX-XXXX	414-581-2408

Share	Description	Maturity Date	Available	Balance
S 00	PRIME SHARE SAVINGS		0.00	5.00
S 08	BUSINESS CHECKING		15,000.00	15,000.00