

“Exhibit A to Loan Agreement”

\$67,500

Amended
West Allis, Wisconsin
May __, 2025

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 has reached maturity, and the borrower has requested an extension of the loan. This amended proposal should extend the loan for a 60-month period loan with a 60-month amortization to resolve the unpaid balance. There shall be equal monthly payments of principal and interest of \$536.35, due and payable on or before the first day of each month, commencing on May 1, 2025 with an anticipated completion date on the 60th month following signing of the new Note. Balance of terms and conditions of the Loan Agreement and Note remain unchanged.

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

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