

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of April ____, 2021 by and between the West Allis Brewing Property LLC, a Wisconsin limited liability company ("Developer"), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a Wisconsin body politic ("CDA").

RECITALS

CDA and Developer acknowledge the following:

- A. Developer intends to acquire the following parcels of real property from the CDA:
 - 1. 6749-6751 W. National Avenue, approximately 0.9849 acres of land with improvements
 - 2. 67** W. National Avenue, approximately 0.4707 acres of land
 - 3. 67** W. Mitchell Avenue, approximately 0.1404 acres of land
- B. The sale of land is approximately 1.596 total acres of real property in the City of West Allis, Wisconsin ("City"), as depicted and described on **Exhibit A – The Property** attached hereto (the "Property").
- C. Subject to obtaining the benefits set forth herein, Developer plans on developing the Property into a brewery-entertainment venue with tasting room and outdoor beer garden. A preliminary site plan showing projected future development of the Property is attached hereto as **Exhibit B – Site Plan and Elevation**.
- D. The CDA desires to encourage economic development, eliminate blight, expand the City's tax base and create new jobs within the City. The CDA finds that the development of the Property and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.
- E. The development of the Property would not occur without the benefits to be provided to Developer as set forth in this Agreement.
- F. To satisfy the requirement for the disposition of public controlled lands, the CDA conducted a public hearing on the sale of public land on November 10, 2020.
- G. This Agreement, upon signature and acceptance by both parties, shall be the prevailing Agreement, superseding the terms and conditions outlined in the executed the Letter of Intent signed on October 27, 2020 and amended on December 14, 2020 and attached hereto for reference as **Exhibit C – Letter of Intent**.
- H. The CDA, pursuant to action dated April ____, 2021, has approved this Agreement and authorized its execution by the proper CDA officials on the CDA's behalf.
- I. The Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

**ARTICLE I
DEVELOPER OBLIGATIONS**

A. The Developer shall acquire the Property from the CDA on a date mutually agreeable to the parties ("Closing") in the condition of "as is, where is"; and

B. At Closing, Developer shall:

1. Purchase of the property shall be for Five Hundred Thousand Dollars (\$500,000.00) consisting of the following:

(1) \$247,476 in private funds provided at Closing

(2) \$102,524 credit from the City to assist with soil conditions as outlined in **Exhibit D – Incremental Soil Removals and Disposal Costs**,

(3) \$150,000 in the form of a loan Note on behalf of the CDA executed at time of Closing by the Developer. **See Exhibit H – Purchase Note**

(4) The purchase is subject to the following prorations, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners' association assessments, and fuel. Real estate taxes shall be prorated at closing based on the net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted); and

2. Accept delivery of a warranty deed to convey the Property to the Developer; and

3. Execute a forgivable loan in an amount equal to \$50,000 for the purchase of equipment related to establishment of a brewery ("Forgivable Loan"); and

4. Execute an Economic Development Loan Agreement in an amount equal to \$100,000 for costs related to equipment and working capital ("Economic Development Loan"). The loan will have a separate term and conditions letter and Agreement from the City of West Allis; and

5. Developer shall execute an Easement Agreement, attached hereto as **Exhibit E – Easement Agreement** with the CDA and the adjacent property at 6771 W. National Ave. and between the Property and the remainder of the CDA owned property at 67** W. Mitchell St. (Tax Key No. 453-0564-002)

6. Developer shall execute shared parking with the CDA or its assigns for the parking field south of the proposed brewery building (see **Exhibit F – Shared Parking Area** for the parking area referenced). Developer shall be responsible for the ongoing maintenance of the property.

7. Developer agrees to pay for half of the cost to initially construct a shared 24' wide driveway for ingress and egress to Mitchell Street and centered upon the Property's border with 6771 W. National Avenue. Developer shall grant an easement for its half of the driveway to the property owner at 6771 W. National Avenue and also pay half the cost to maintain those driveway improvements and access to that driveway.

8. Developer shall provide a Corporate Guaranty to the CDA for the \$150,000 Note on the purchase of the Property (See **Exhibit G – Guaranty**).

9. Agree to Compliance with all City of West Allis Plan Commission and Common Council conditions of approval, which are connected to the project.

10. Agree to obtain an Occupancy Permit from the City of West Allis to operate as a brewery on or before April 1, 2022 at the Property.

11. Agree to place all new utilities serving the Property underground to the building underground except those outlined in CDA obligations under Article II.

ARTICLE II CDA OBLIGATIONS

A. The CDA shall convey the Property to the Developer on a date mutually agreeable to the parties (“Closing”); and

B. At Closing, the CDA shall:

1. Convey the Property to Developer via warranty deed; and

2. Obtain DNR approvals for Case Closure and an Exemption to Construct on a Historic Fill site and pay associated fees for the Wisconsin Department of Natural Resources and costs incurred by City’s environmental consultant and in an amount up to \$4,000; and,

3. Pay the real estate commission fee to the Developer’s broker Cushman and Wakefield/Boerke \$30,000 associated with the sale of the property.

4. Provided a Note to the Developer in the amount of \$150,000 as part of the acquisition of the Property (**See Exhibit H – Purchase Note**)

5. Provide funding for the Project in the form of a forgivable loan in an amount equal to \$50,000 for acquisition and equipment costs related to Developer’s purchase of the Property (“Forgivable Loan”). The Forgivable Loan shall be structured and documented separately under a Loan Agreement between the City and the and Developer; and

6. Provide funding for the Project in the form of an Economic Development Loan in an amount equal to \$100,000 for costs related to equipment and working capital (“Economic Development Loan”). The Economic Development Loan shall be structured and documented separately from this Agreement and shall between the City and the Developer; and

C. Upon presentation of invoices or quotes from WE Energies to bury the main line overhead utilities on the Property underground as outlined by the WE Energies estimated attached in **Exhibit I - Utility Estimate**, the CDA shall pay to WE Energies an aggregate amount of up to \$132,000 to cover the costs associated with such work.

ARTICLE III
TRANSFER AND USE RESTRICTION; RIGHT OF FIRST REFUSAL

A. Developer may not convey any legal or equitable title of the Property to any entity without the CDA's consent, unless the grantee is wholly owned by all the same individuals as Developer.

B. Developer shall cause the Property to be primarily used as a brewery. Any other use of the Property must be incidental and subordinate to the primary business of a brewery.

C. Developer hereby grants to CDA an option to purchase the Property at a price of \$400,000, as may be increased or decreased by normal closing adjustments, exercisable at the CDA's sole discretion if Developer fails to comply with this Article. This right of first refusal shall be effective from the date of this agreement for a period of six (6) years. The closing of the purchase and payment of purchase price shall be completed within 60 days from the receipt by Developer of CDA's notice of its intent to exercise the option. If no such notice of the exercise of the option is received by Developer for a period of six (6) years after the date of this Agreement, the option shall be null and void and of no further effect.

ARTICLE IV
PAYMENT IN LIEU OF TAXES

In the event that any portion of the Property becomes exempt from ad valorem taxes for a period of twenty (20) years after the date of Closing (the "PILOT Term"), then the Developer or any successor owner of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes (based on the full tax rate) would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. If the Developer or any successor owner fails to make a payment in lieu of taxes when due, the CDA may, in addition to all other remedies available to it, levy a special tax against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special tax are hereby waived by Developer. Notwithstanding the levying of such special tax, the payment obligation under this Article shall also be the personal obligation of the person or entity that is the owner of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon all owners of any portion of the Property for the duration of the PILOT Term. The CDA is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor owners of the Property.

ARTICLE V
NO PARTNERSHIP OR VENTURE

Developer and its contractors or subcontractors shall be solely responsible for the completion of all of Developer's obligations set forth in this Agreement. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the (i) CDA and (ii) Developer, or any contractor or subcontractor employed by Developer.

**ARTICLE VI
CONFLICT OF INTEREST**

No member, officer, or employee of the CDA, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

**ARTICLE VII
WRITTEN NOTICES**

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the CDA (as to the CDA) or to an officer of Developer (as to Developer), if hand delivered; (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) upon delivery if delivered by a nationally recognized overnight commercial carrier that will certify as to the date and time of such delivery; and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the CDA:	Community Development Authority of the City of West Allis 7525 West Greenfield Avenue West Allis, WI 53214 Attn: Executive Director
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If to the Developer:	John Onopa c/o West Allis Brewing Property LLC 4465 N 100 St. Wauwatosa, WI 53225
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**ARTICLE VIII
DEFAULT**

A. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

1. Developer shall fail to pay any amounts when due under this Agreement or any guaranty by Developer and further fails to pay such amounts on or before five days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement shall prove to have been false in any material respect as of the time when made or given; or

3. Developer shall materially breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the CDA (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as Developer has commenced the cure of the default within the thirty-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred eighty days following the notice thereof from the CDA or such longer period of time as is reasonably agreed to by the CDA); or

4. CDA shall materially breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money, which shall be cured by the CDA on or before five days following written notice of such failure), and such failure shall continue for thirty days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the CDA has commenced the cure of the default within the thirty-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred eighty days following the notice thereof from Developer); or

5. Developer:

(a) Becomes insolvent or generally does not pay, or is unable to pay, or admit in writing its inability to pay, its debts as they mature; or

(b) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(c) Becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(d) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(e) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

(f) adopts a plan of complete liquidation of its/his assets; or

(g) shall cease to exist.

B. Upon the occurrence of any Default, without further notice, demand or action of any kind by the nondefaulting party, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law and/or in equity. The CDA's rights shall include, but not be limited to, specific performance, the termination of this Agreement, and/or the calling of any or all principal, interest, and penalties due on the Project Loan or Code Compliance Loan.

C. No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

D. In the event of a default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys' fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

ARTICLE IX MISCELLANEOUS

A. Developer shall have in effect at all times all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with Developer's development, construction, management and operation of the Project.

B. Developer hereby indemnifies, defends, covenants not to sue and holds the CDA harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the CDA by reason of the following: (i) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (ii) any release by Developer or its contractors, subcontractors, agents, employees, or invitees of petroleum products or hazardous materials or hazardous substances on, upon or into the Property; (iii) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (i) and (ii) above; (iv) any violation by Developer or at the Project of any environmental law, rule, regulation or ordinance; (v) claims arising in connection with the Project under the Americans With Disabilities Act, and any other laws, rules, regulations or ordinances; (vi) the failure by Developer to comply with any term or condition of this Agreement; (vii) injury to or death of any person at the Project or injury to any property caused by or at the Project; and (viii) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project. The foregoing indemnity shall not apply to any claims or damages arising under clauses (i) through (viii) of the previous sentence to the extent such claims or damages are attributable to the negligence or willful misconduct of the CDA.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

C. Time is of the essence of each and every obligation or agreement contained in this Agreement.

D. If Developer is delayed or prevented from timely commencing or completing construction of the Project, by reason of fire, earthquake, war, flood, material shortages, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the reasonable control of the party obligated to perform ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

E. A memorandum of this Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of any mortgages on the Property, it being understood by the parties that this Agreement will run with the land and will be binding upon the Property and any owner and/or lessee and/or mortgagee of all or any portions of the Property and their successors and assigns.

F. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

G. This Agreement may not be assigned by the Developer without the CDA's prior written consent, which may be granted or withheld in the CDA's reasonable discretion.

H. Developer shall not be released from any of its obligations hereunder by any sale, foreclosure or other conveyance of all or any portion of the Property, either before or after completion of the Project, without the written consent of the CDA.

I. This Agreement contains the entire agreement between the CDA and Developer with respect to the subject matter of this Agreement and may be amended or modified only by subsequent written agreement duly signed by both parties hereto.

[Signatures continue on following page]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

**COMMUNITY DEVELOPMENT AUTHORITY OF THE
CITY OF WEST ALLIS**

By: _____
Patrick Schloss, Executive Director

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of April, 2021, the above-named Patrick Schloss, Executive Director of the Community Development Authority of the City of West Allis, to me known to be the person who executed the foregoing agreement on behalf of the CDA and by its authority and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

Approved as to form this ____ day of April, 2021

Kail Decker

West Allis Brewing Property LLC

By: _____
John P. Onopa, member

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this ____ day of April , 2021, the above-named John P. Onopa, member of the West Allis Property LLC, to me known to be the persons who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

West Allis Brewing Property LLC

By: _____
Adam R. Anders, member

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this ____ day of April, 2021, the above-named Adam R. Anders, member of the West Allis Property LLC, to me known to be the persons who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.

Name: _____

Notary Public, State of Wisconsin
My Commission expires: _____

West Allis Brewing Property LLC

By: _____
Kyle E. Ciske, member

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this ____ day of April, 2021, the above-named Kyle E. Ciske, member of the West Allis Property LLC, to me known to be the persons who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

This instrument was drafted by
and upon recording return to:

Kail Decker
7525 W. Greenfield Avenue
West Allis, WI 53214

List of Exhibits

- 1. Exhibit A – Property**
- 2. Exhibit B – Site Plan**
- 3. Exhibit C - Letter of Intent**
- 4. Exhibit D – Incremental Soil Removals and Disposal Costs**
- 5. Exhibit E – Easement Agreement**
- 6. Exhibit F - Shared Parking Area**
- 7. Exhibit G – Guaranty**
- 8. Exhibit H - Purchase Note to the Development Agreement**
- 9. Exhibit I - Utility Estimate**

EXHIBIT A
Legal Description of Property



BEING PART OF LOT 1, LOT 2 AND LOT 3, OF BLOCK 2 OF ASSESSOR'S PLAT NO. 269 OF THE CITY OF WEST ALLIS, AS RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 2421399, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE S $0^{\circ}48'19''$ E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 3, 992.12 FEET TO THE NORTH LINE OF W. NATIONAL AVENUE; THENCE CONTINUING S $0^{\circ}48'19''$ E ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF SECTION 3, 84.34 FEET TO THE SOUTH LINE OF W. NATIONAL AVENUE; THENCE N $66^{\circ}50'24''$ E ALONG THE SOUTH LINE OF W. NATIONAL AVENUE, 25.90 FEET TO THE NORTHWEST CORNER OF LOT 2 OF BLOCK 2 OF ASSESSOR'S PLAT NO. 269 AND THE POINT OF BEGINNING; THENCE CONTINUING N $66^{\circ}50'24''$ E ALONG SAID SOUTH LINE OF W. NATIONAL AVENUE, 247.42 FEET TO THE NORTHEAST CORNER OF LOT 3 OF BLOCK 2 OF SAID ASSESSOR'S PLAT NO. 269; THENCE S $1^{\circ}04'39''$ E ALONG THE EAST LINE OF SAID LOT 3, 164.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT

3; THENCE CONTINUING S 1°04'39" E ALONG THE EAST LINE LOT 1 OF BLOCK 2, 183.11 FEET; THENCE S 88°00'12" W, 229.50 FEET; THENCE N 1°01'59" W, 258.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 69,540 SQUARE FEET OR 1.596 ACRES, MORE OR LESS

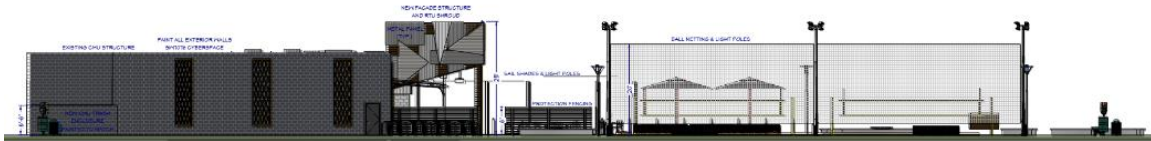
EXHIBIT B

Preliminary Development Plans





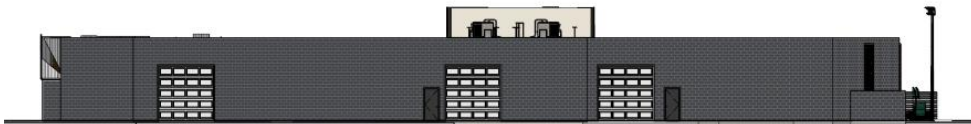
NORTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

EXHIBIT C

Letter of Intent



Cushman & Wakefield |
The Boerke Company, Inc.
731 N Jackson Street, Suite 700
Milwaukee, WI 53202
Tel +1 414 347 1000
Fax +1 414 347 1606
www.boerke.com

LETTER OF INTENT

October 1st, 2020

Patrick Schloss
City of West Allis
7525 W Greenfield Avenue
West Allis, WI 53214

Pursuant to our initial review of the below referenced property, please consider our intent to purchase the subject property, according to the following terms and conditions:

- Property:** 6749-6751 W. National Avenue (former Perfect Screw Building), 67** W. National Avenue, and a portion of 67 ** W. Mitchell, West Allis, WI (see exhibit A)
Perfect Screw Building & land parcel to the East
- Purchaser:** West Allis Brewing Property LLC
- Purchase Price:** Five Hundred Thousand Dollars (\$500,000.00)
- Contract:** Within 5 days of acceptance of this offer by Seller, Purchaser shall present seller with a contract. Purchaser and seller shall make reasonable efforts to negotiate and execute the contract within 10 days from receipt of contract.
- Seller's Work:** Seller shall square off the parking lot to the south to include additional square footage to Buyers parcel. Parcel lot lines are show in red in exhibit B.
- Review Period:** The Review Period shall commence the date on which Purchaser and Seller execute the Contract (the "Effective Date") and terminate on the ninetieth (90th) day thereafter. Purchaser shall have the right to extend the Review Period for one (1) additional period of thirty (30) days. Purchaser shall exercise the right to extend the review period by giving written notice to Seller prior to the expiration of the then current period.
Seller will furnish all necessary due diligence materials to purchaser upon contract execution. This package will include the following items:
- All environmental studies in Seller's possession
 - Most recent survey in Seller's possession
 - Most recent title insurance policy in Seller's possession with underlying documents
 - Reciprocal easement agreement and/or covenants, conditions and restrictions agreement (if applicable)
 - Copies of all service and maintenance contracts and any other agreements (if applicable)
 - All property and liability insurance certificates (if available to Seller)
 - Certificate of Occupancy (if available to Seller)

If for any reason the Purchaser does not find the property and terms suitable for its intended use, the Purchaser has the right to cancel the contract.

Closing: To take place within thirty (30) days following the expiration of the Review period.

Deposit: A deposit of \$5,000.00 will be delivered to a mutually agreed upon escrow account upon a fully executed contract. This deposit will be held in a non-interest bearing account for purchasers account and become non-refundable upon expiration of the review period, provided however that the purchaser has not terminated the contract. All deposits paid shall be applied to the purchase price.

Commission: The Seller shall pay Cushman & Wakefield | Boerke a commission at closing pursuant to a separate agreement.

Closing Costs: The Purchaser and Seller will allocate closing costs as standard and customary for the county in which the property is located. Purchaser and Seller shall pay their own respective attorney's fees.

Expiration: This Letter of Intent shall be valid until 5:00 p.m. CST on October 16, 2020, at which time it shall become null and void.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/contract and imposes no duty on either party to continue negotiations. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties.

Purchaser:

Agreed and Accepted:

John Onopa

Print Name: John Onopa

Date: 10/27/20

Seller:

Agreed and Accepted:

John F. Stibal

Print Name: John F. Stibal

Date: 10-27-20

Exhibit C - Amendment to Letter of Intent

Review period shall be extended for another sixty (60) days with two options to extend for thirty (30) days with written notice to seller within five (5) days of the end of the extended Review Period.

Purchaser:

Agreed and Accepted: John Onopa

Print Name: John Onopa

Date: 12/14/20

Seller:

Agreed and Accepted: John F. Stibal

Print Name: John F. Stibal

Date: 12-15-20

Exhibit D – Incremental Soil Removals and Disposal Costs

REMOVALS / DISPOSALS							
SURFACE TYPE	THICKNESS	AREA (SF)	YARDAGE	TONNAGE	\$ /TON Disposal		\$/Ton Trucking
					Daily Cover	Direct Fill	
Green Space	10"	6,559	202	334	\$5,678	\$10,522	\$4,454
Parking Islands	4"	1,860	23	38	\$644	\$1,194	\$505
Added W Green Space	10"	1,545	48	79	\$1,338	\$2,478	\$1,049
Permeable Paths / Walkways	6"	4,735	88	145	\$2,460	\$4,557	\$1,929
Added Pavement / on Site	10"	7,850	242	400	\$6,796	\$12,593	\$5,330
Added Pavement / Off Site	12"	6,340	196	323	OMIT	OMIT	OMIT
Artificial Turf	8"	2,345	58	96	\$1,624	\$3,009	\$1,274
Volleyball Court	24"	6,586	488	805	OMIT	OMIT	OMIT
Concrete Patio / Walk	2"	4,135	26	42	\$716	\$1,327	\$562
Concrete Patio / Walk	10"	3,300	102	168	\$2,857	\$5,294	\$2,241
		45,255	1,472	2,428.58	\$22,113	\$40,974	\$32,381
Total Range of Costs for Trucking/Disposal:						\$54,494	\$73,355
REPLACEMENT OF CONTAMINATED SOILS - NOT FIGURED AS EXISTING							
SURFACE TYPE	THICKNESS	AREA (SF)	YARDAGE		\$ /Load		
geotextile (500 sq yd @ \$120)		23,630	2,625.56		\$720		
Green Space	6"	6,559	121		\$3,207		
Parking Islands	0"	1,860	-		\$0		
Added W Green Space	6"	1,545	29		\$755		
Permeable Paths / Walkways	6"	4,735	88		\$2,315		
Added Pavement / on Site	6"	7,850	145		\$3,838		
Added Pavement / Off Site	8"	6,340	157		OMIT		
Artificial Turf	6"	2,345	43		\$1,146		
Volleyball Court	6"	6,586	122	NEW RAISED	\$15,575		
Concrete Patio / Walk	0"	4,135	-		\$0		
Concrete Patio / Walk	6"	3,300	61		\$1,613		
		45,255	766	51.08	\$29,169.40	\$396/load in	
TOTAL					\$	102,524.04	

Exhibit E – Easement Agreement

Document No.

EASEMENT AGREEMENT

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**City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214**

Parcel Identification Number (PIN)

453-0564-003

THIS EASEMENT AGREEMENT (*Agreement*) is granted by the City of West Allis and the Community Development Authority of the City of West Allis (collectively the Grantor) to the West Allis Brewing Property LLC and Ope Brewing Company LLC (collectively the Grantee).

RECITALS:

A. The Grantor is the fee holder of certain property in the City of West Allis, Milwaukee County, State of Wisconsin, located at 6771 W. National Avenue as more particularly described on the attached and incorporated Exhibit A (the Property).

B. Grantee has requested that Grantor grant a permanent and nonexclusive easement (the Easement) over that certain portion of the Property as described in the attached and incorporated Attachment 1 (the Easement Area) for the purposes of the following:

1. Ingress and Egress access points at 6771 W. National Avenue at the northeast corner along property line and as presented on the proposed site plan provided as Attachment 2.
2. The Easement permits cross access traffic for vehicles and trucks subject to final site development plan for the 6771 W. National Avenue Property.
3. The Easement permits ingress and egress access to the abutting property at 6749-51 W. National Avenue site plan as provided in Attachment 2
4. The Grantee is permitted a construction and maintenance easement for the construction and improvements for a driveway access/curb cut and maintaining the necessary access (including general maintenance, snow removal, etc.) to 6749-51 W. National Avenue site plan as provided in Attachment 2.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement and Cross Access. Grantor grants to Grantee a perpetual and nonexclusive easement to Grantee and its agents, employees, and contractors for access to construct, maintain, repair, and/or replace the curb cuts and driveway approach 6771 W. National Avenue at the northeast corner and permits a cross access easement for ingress and egress to and from 6749-51 W. National Avenue.
2. Repair of Easement Area. Grantee shall replace soil disturbed by access to and/or repair, maintenance, or replacement of the sewer lines and other utilities but shall have no further duty to repair or restore the property. Replacement of pavement or any other restoration, of any nature, shall be the responsibility of Grantee.
3. No Structures on Property. Grantor agrees that no buildings or other structures shall be built or maintained on the property. The property shall only be used for parking of motor vehicles or such other use that will not interfere with Grantee's access to the sewer lines or other utilities. In addition, Grantor shall not grant any other easements that interfere with Grantee's easement or use of the easement area.

4. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances' arising after the party has transferred its fee simple interest in the Property.

5. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefitting party from later use of the Easement rights to the fullest extent authorized by this Agreement.

6. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

7. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement or their successors or assigns and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.

8. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

9. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

This grant of Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Signatures on Next Page

**Community Development Authority of the City West
Allis (GRANTOR):**

BY: _____
Patrick Schloss, Executive Director

Dated: _____

**West Allis Brewing Property LLC and Ope Brewing
Property LLC (GRANTEE):**

BY: _____
John P. Onopa, Owner and Member

Dated: _____

BY: Adam R. Anders, Owner and Member

Dated: _____

By: Kyle E. Ciske, Owner and Member

Dated: _____

Exhibit A to Easement Agreement

Easement Area



Attachment 1 to Easement Agreement

Ingress-Egress Easement (Ope brewery)

Strip of land located in the Northeast corner of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 3; thence South 00°48'19" East, 992.12 feet, along the West line of the Northeast 1/4 of Section 3, to the North line of West National Avenue; thence continuing South 00°48'19" East, 84.34 feet, along said West line of the Northeast 1/4 of section 3, to the South line of West National Avenue; thence North 66°50'24" East, 25.90 feet, along the South line of West National Avenue, to the Northwest corner of Lot 2 in Block 2 of the Assessor's Plat No. 269 and Point of Beginning; thence South 01°01'59" East, 258.54 feet; thence South 88°00'12" West, 20.00 feet; thence North 01°01'59" West 38.54 feet; thence South 88°00'12" West, 4.00 feet, to the West line of the Northeast 1/4 of Section 3; thence North 01°01'59" West, 210.29 feet, along the said Section line to the South line of West National Avenue; thence North 66°50'24" East, 25.90 feet to the Point of Beginning.

Said land contains 0.122 Acres, more or less.

Attachment 2 – Easement Agreement Site Plan

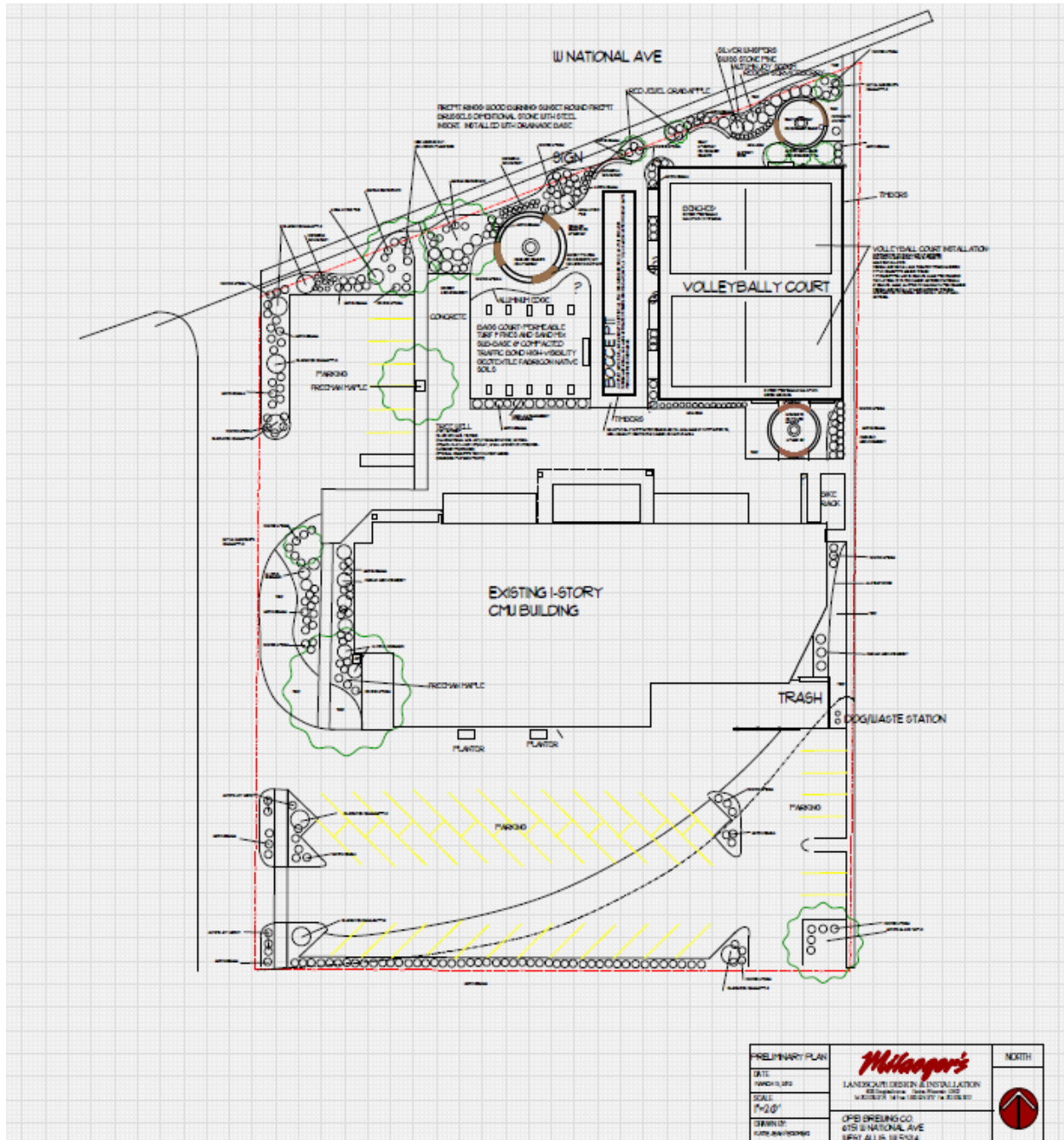
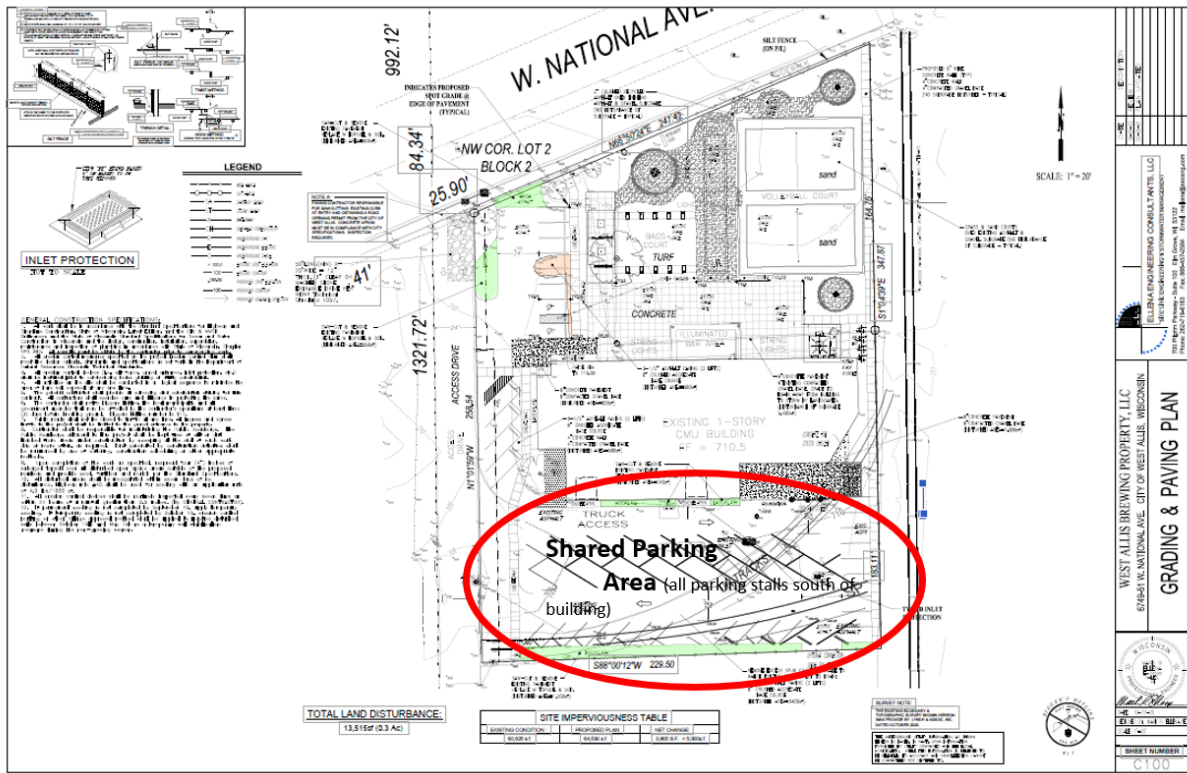


Exhibit F - Shared Parking Area



“Exhibit G” CORPORATE GUARANTY

This Corporate Guaranty by the undersigned legally authorized representative of West Allis Brewing Property LLC (referred to herein as "Guarantor") is for the benefit and security of a loan issued by the City of West Allis ("City").

W I T N E S S E T H:

WHEREAS, West Allis Brewing Property (the "Borrower"), has requested the City to extend to it a loan in the original principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Loan"), the proceeds of which will be used towards the purchase of real estate and equipment at 6749-6751 W. National Avenue, 67** W. National Avenue, 67** W. Mitchell Avenue, all within Milwaukee County, West Allis, Wisconsin, (the "Project"); and,

WHEREAS, the Loan to the Borrower will be secured with a Corporate Guaranty from West Allis Brewing Property LLC.

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in the Development Agreement Loan Agreement dated as of April _____, 2021 (the "Development Agreement"), and to accept the Borrower's Promissory Note therefore (the "Note"), but requires, as a condition of making the Loan, that the Guarantor execute this Corporate Guaranty as security for the payment of the Borrower's obligations under the Note; and,

WHEREAS, the Borrower will derive substantial benefits from the conduct of the Borrower's business and operations, has agreed to execute this Corporate Guaranty; and,

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 agrees as follows:

1. So long as any indebtedness of the Borrower to the City is outstanding, and after an event of default, one of the remedies or a remedy being the dissolution and liquidation of Borrower,

Guarantor's obligations under this Corporate Guaranty are limited to the net outstanding amount on the Note owed to the City from Borrower after liquidation of Borrower's assets is complete and proceeds from Borrower's liquidation have been applied to the Note resulting in a net balance under the Note due and owing to the City the Guarantor represents and warrants as follows:

A. This Corporate 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. Neither this Corporate Guaranty nor the agreements contained herein violate or constitute a default or create or impose any lien, charge or encumbrance under any agreement, instrument or indenture to which the Guarantor is party or by which any of a Guarantor's assets are bound or any other requirement of law.

B. 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 him upon audit of his federal or state tax returns for any period that remains subject to audit.

C. 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 his properties, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Guarantor.

D. The Guarantor acknowledges that the City has not made any representations or warranties with respect to, and agrees 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 has 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 guarantees 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 Corporate Guaranty. (The amounts in clauses 2.A. and 2.B. are collectively, the "Obligations").

3. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, successors, and permitted assigns. This Corporate 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 Corporate 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 Corporate 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). 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 Corporate 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 Corporate 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 Corporate Guaranty shall remain in full force and effect and shall apply to each and every subsequent default.

4. This Corporate Guaranty shall be a continuing Corporate 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 Development Agreement (the Guarantor hereby consents to any transfer of the Note and/or Development Agreement without notice). This Corporate Guaranty shall not be discharged or affected by the death or legal disability of the Guarantor.

5. This Corporate 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 has executed this Corporate Guaranty, to take effect as of the _____ day of March, 2021.

CITY OF WEST ALLIS (“City”)

By: _____

Patrick Schloss, Executive Director
Economic Development

West Allis Brewing Property LLC (“Borrowers”)

By: _____

John P. Onopa, member and owner

West Allis Brewing Property LLC

By: _____

West Allis Brewing Property LLC

By: _____

Adam R. Anders, member and owner

West Allis Brewing Property LLC

By: _____

Kyle E. Ciske, member

State of Wisconsin)

: ss

Milwaukee County)

Personally came before me this ____ day of April ____, 2021 the above-named

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: _____

My Commission:

Acceptance:

This Corporate Guaranty is hereby accepted this ____ day of April 2021, by the City of West Allis.

**Community Development Authority of the City of
West Allis ("City")**

By: _____

Patrick Schloss, Executive Director
Economic Development

Attest: _____

Jason Kaczmarek
Director of Finance/Comptroller

Examined and approved as to form
and execution this ____ day of
April, 2021

Kail Decker, City Attorney

Exhibit H to Purchase Note to the Development Agreement

\$150,000.00

West Allis, Wisconsin

April __, 2021

NOTE

FOR VALUE RECEIVED, The undersigned, West Allis Brewing Property LLC, a Wisconsin limited liability company, hereinafter referred to as "Developer", promises to pay to the order of the Community Development Authority of the City of West Allis, a Wisconsin body politic, hereinafter referred to as "CDA", the sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), together with interest at the rate of three and one quarter percent (3.25%) per annum. The first six months following Closing will be interest only payments and full principal payments will commence on the seventh month following Closing. The principal of the loan and all unpaid accrued interest shall be due and payable on April 1, 2031.

The Developer agrees 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. The Developer, for itself, its successors and assigns, hereby expressly waives presentment for payment, notice of dishonor, presentment, 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 Clerk/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 Developer 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 on behalf of the Developer by a Corporate Guaranty from West Allis Brewery Property, LLC, a Wisconsin limited liability company.

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. Any legal action commenced by either party regarding the terms of this Note shall be brought and maintained in the Circuit Court for Milwaukee County, State of Wisconsin. Invalidity of any provision shall not affect the validity of any other provision. Without affecting the liability of the Developer 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.

West Allis Brewing Property, LLC

By: _____

John P. Onopa, Owner and Member

By: _____

Adam R. Anders, Owner and Member

By: _____

Kyle E. Ciske, Owner and Member