

**"Exhibit A to Loan Agreement"**

\$212,000.00

West Allis, Wisconsin  
September 15, 2023

**NOTE**

**FOR VALUE RECEIVED**, the undersigned Jon Ross and Peter Ogden as members of Element 84, LLC, a Wisconsin Limited Liability Company, and West Allis 84 Properties, Inc. (hereinafter the "Borrower"), promise to pay to the order of the City of West Allis, a municipal corporation ("City" or "Holder"), the sum of Two Hundred Twelve Thousand and no/100 Dollars (\$212,000.00), together with interest which shall be the rate of seven and one quarter percent (7.25%) per annum.

The Note will require interest only payment on October 1, 2023, followed by amortized annual payments to principal and interest on October 1 every year thereafter until the Maturity Date of the Loan.

If regular annual payments are not received by the City, the debt service payment and interest will be paid from tax increment generated under the Development Agreement (the "Agreement"). The City of West Allis will take any accrued interest and delinquent debt service payments in conjunction with the payments currently scheduled within the Agreement under Exhibit F Development Financing Agreement for Tax Increment District Number 11. Debt Service obligations associated with Tax Increment Financing District 11 and debt service payments for the loan will be primary to any payments made to the Development per obligations stated in Section 5 of the Agreement.

The Note is issued pursuant to that certain Loan Agreement of even date herewith between the Borrower and the City (the "Loan Agreement") and constitutes the Note referred to therein. Payment of this Note may be accelerated in accordance with the Loan Agreement and other Loan Documents. The Borrower 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 of City's rights under the Loan Agreement and Loan Documents including enforcement of repayment under the Guaranty and repayment of all amounts due under the Note. Borrower, for itself, its successors and assigns, hereby expressly waives 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, 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 Borrower 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, including the Loan Documents, 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 Guaranty of Payment from Element 84, LLC, West Allis 84 Properties, Inc., and Unlimited Personal Guaranty from Jon Ross, Peter Ogden, Steven Hribar, Mark Hribar, Robert Chandler and Jason Pietsch. 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 Borrower 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.

Element 84, LLC

Date: 9/7/23  
By: [Signature]  
Jon Ross, Managing Member  
Element 84, LLC

West Allis 84 Properties Inc.

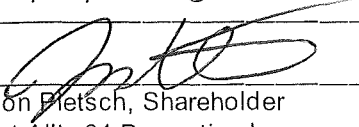
Date: 9/7/23  
By: [Signature]  
Peter Ogden, Shareholder  
West Allis 84 Properties Inc.

Date: 9/7/23  
By: [Signature]  
Steven Hribar, Shareholder  
West Allis 84 Properties Inc.

Date: 9/7/23  
By: [Signature]  
Mark Hribar, Shareholder  
West Allis 84 Properties Inc.

Date: 9-7-23  
By: [Signature]  
Michael Hribar, Shareholder  
West Allis 84 Properties Inc.

Date: 9/7/23  
By: [Signature]  
Robert Chandler, Shareholder  
West Allis 84 Properties Inc.

Date: 9-7-23  
By:   
Jason Pietsch, Shareholder  
West Allis 84 Properties Inc.