

“Exhibit B to Loan Agreement”
GUARANTY OF PAYMENT
(JOINT AND SEVERAL)

In consideration of the extension of credit by the **CITY OF WEST ALLIS**, a Wisconsin municipal corporation (“Lender”), whose mailing address is 7525 W. Greenfield Ave., West Allis, WI 53214 to **ELEMENT 84 LLC**, a Wisconsin limited liability company, and **West Allis 84 Properties, Inc.** (together the “Borrower”), and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties, hereby jointly and severally guarantee to Lender the prompt performance and payment of all indebtedness, interest, principal, liabilities and obligations of Borrower to Lender pursuant to the Borrower’s Loan Note (the “Note”) in the principal amount of \$212,000.00 (the “Indebtedness”) of even date herewith (the above hereinafter collectively referred to as the “Obligations”). This is a Guaranty of payment and not of collection. Without limiting the foregoing, the undersigned parties, absolutely, irrevocably and unconditionally indemnify and save Lender harmless from and against all liabilities, suits, proceedings, actions, claims, assertions, charges, demands, delays, injuries, expenses (including reasonable attorney fees and disbursements) which are incurred by Lender as a result of any allegation or determination that the Obligations involve a fraudulent conveyance, transfer or obligation under federal or state law. Defined terms utilized but not defined herein shall have the meanings given in the Note.

This is an absolute, irrevocable, unconditional, and continuing Guaranty of the Obligations. This Guaranty will extend to and cover renewals of the Obligations and any number of extensions of time for payment thereof and will not be affected by any surrender, exchange, acceptance, or release by Lender of any other guarantee or any security held by it for any of the Obligations.

The undersigned parties shall pay to Lender all reasonable attorneys’ fees and costs of litigation in connection with the enforcement of the terms of this Guaranty.


This Guaranty shall be binding upon the undersigned parties and the personal representatives, heirs, successors and assigns thereof and inure to the benefit of Lender and its successors and assigns.

This Guaranty may not be changed orally, and no obligation of the undersigned parties can be released or waived by the Lender, except in writing signed by a duly authorized representative of Lender.

This Guaranty shall be construed and enforced pursuant to the laws of the State of Wisconsin.

[Signature Page Follows]

Element 84, LLC ("Borrower")

By: 
Jon Ross, Member
Element 84, LLC

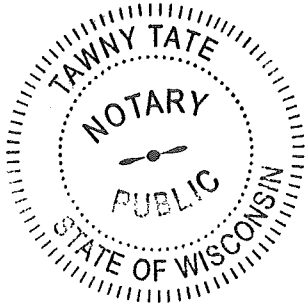
By: 
Peter Ogden, Member
West Allis 84 Properties, Inc.

[Notary Signature to Follow]

State of Wisconsin)
: ss
Milwaukee County)

Personally, came before me this 1/19th day of September 2023 the above-named Peter Ogden, 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

Signature: [Signature]

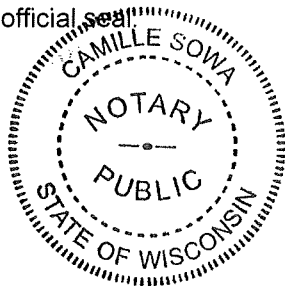
Print Name: Tawny Tate

My Commission: 9/8/24

State of Wisconsin)
: ss
Milwaukee County)

Personally, came before me this 7th day of September 2023 the above-named Jon Ross, 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

Signature: [Signature]

Print Name: Camille Sowa

My Commission: 12/15/25

Acceptance:

This Guaranty is hereby accepted this _____ day of September, by the City of West Allis.

CITY OF WEST ALLIS ("City")

By: [Signature]
Patrick Schloss, Executive Director
Economic Development

Attest: [Signature]
Jason Kaczmarek
Finance Director/Comptroller