

LOAN AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of April, 2025, by and between Ope Brewing Company LLC, Wisconsin limited liability company (hereinafter the "Borrower"), having its principal office at 6751 W. National Avenue, West Allis, WI 53214, and, the **CITY OF WEST ALLIS**, a Municipal Corporation, organized and existing under the laws of the State of Wisconsin (hereinafter "City").

WHEREAS, the Borrower's applied for Economic Development Assistance from the City of West Allis for a project located at 6751 W. National Ave., West Allis, WI and the Borrowers were determined to be eligible by the City of West Allis for Economic Development Assistance; and,

WHEREAS, the funds for the Loan are made available through the Wisconsin Economic Development Corporation's Capital Catalyst Program, which provides seed financing to stimulate entrepreneurship and support high-growth startups and innovative small businesses within local communities, and is being matched by the City of West Allis to provide capital for the Project; and,

WHEREAS, the First-Ring Industrial Redevelopment Enterprise (FIRE) is providing matching funds to the City of West Allis to fulfill the requirements of the Wisconsin Economic Development Corporation's Capital Catalyst Program, enabling the City to disburse these funds as part of one Loan for the Project; and,

WHEREAS, the Borrowers desire to use the loan proceeds for increased production capacity, purchasing equipment and inventory, 6751 W. National Avenue, West Allis, WI 53214, (hereinafter "Project"); and,

WHEREAS, the business is owned and operated by John P. Onopa and Kyle E. Ciske; and,

WHEREAS, the Borrowers has made application for One Hundred Fifty Thousand and 00/100 Dollars (\$150,000) from the City as part of the Wisconsin Economic Development Corporation's Capital Catalyst Loan Program for the purchase of increased production capacity, canning equipment and inventory items for the brewery at 6751 W. National Ave. (the "Loan"); and,

WHEREAS, the funds for the Loan will be disbursed on an as-needed basis rather than as a lump sum, contingent upon the Borrower providing ongoing invoices, receipts, and other documentation as required by the City to support disbursement requests; and,

WHEREAS, the City is willing to make the Loan and the Borrowers are 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 in the maximum sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) 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 General Business Security Agreement on the business assets of Ope Brewing Company LLC only attached hereto as **Exhibit "B."**
 - C. Unlimited Personal Guaranty from John P. Onopa and Kyle E. Ciske attached hereto as **Exhibit "C."**
 - D. All documents listed above are collectively referred to along with the Loan Agreement as the "Loan Documents."
2. Disbursement of Loan Proceeds. The proceeds of the Loan will be disbursed by the City to the Borrowers on an as-needed basis upon submission and verification of proper documentation, including invoices, receipts, and evidence of payment. Disbursements shall occur at the City's discretion based on review of documentation, and no lump sum disbursement shall be issued unless otherwise agreed by the City.
3. As security for the Loan, the Borrowers shall deliver to the City at closing:
- A. A General Business Security Agreement on the business assets of Ope Brewing Company LLC attached hereto as **Exhibit "B."**
 - B. Unlimited Personal Guaranty from John P. Onopa and Kyle E. Ciske attached hereto as **Exhibit "C"** 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 loan from the City, the Borrowers agree to add three (3) full-time equivalent positions over the next two years.
 - B. 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.
 - C. For the Job Creation requirement of the loan, the Borrowers agrees 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

Economic Development Program of the City of West Allis.

5. The Project will 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. 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 in 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 Borrower's accounting practices for the prior year. These financial statements may be submitted electronically or provided in paper format to the Economic Development Program within 60 days from the end of the Borrower's 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 it to the extent that such taxes shall have become due. The Borrowers have 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 Ope Brewing Company 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, 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 Borrower's property shall be usefully preserved, and will comply with all applicable laws and regulations governing the conduct of the Borrower's 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 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. At closing of the Loan the Borrowers shall have good and marketable title to the equipment subject to the liens as herein provided. During the term of the Loan, all such 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 into escrow or closed at the City of West Allis City Hall, Economic Development Program, located at 7525 W. Greenfield Avenue, 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 "D"** attached hereto and incorporated within to this Agreement; the Loan Commitment Letter dated March 4, 2025 and accepted by the Borrowers on March 20, 2025.

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, UCC Lien, 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 Borrower's evidence of insurance must insure the City up to specified limits, and the Borrowers agree to submit all documents as requested by the City Attorney. All insurance documents provided by the Borrowers must be in a form approved by the City Attorney.

D. Confidential financial statements from Ope Brewing Company LLC.

E. Ope Brewing Company LLC were incorporated into the project file.

F. The Borrowers shall provide the Federal I.D. number for Borrower's corporation to the City of West Allis.

G. The Company must be able to provide a Certificate of Good Standing from the Wisconsin Department of Financial Institutions.

H. In the event the Borrowers are 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: John P. Onopa, Owner
Kyle E. Ciske, Owner
Ope Brewing Company LLC
6751 W. National Avenue
West Allis, WI 53214

If to the City: City of West Allis
Economic Development Program
7525 West Greenfield Avenue
West Allis, Wisconsin 53214
Attn: Economic Development Executive Director

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.

CITY OF WEST ALLIS ("City")

By: _____

Patrick Schloss, Executive Director

Economic Development

Ope Brewing Company, LLC ("Borrower")

By: _____

John P. Onopa, Owner and Managing
Member

By: _____

Kyle E. Ciske, Owner

Attest: _____

Jason Kaczmarek
Finance Director/Comptroller

"Exhibit A to Loan Agreement"

\$150,000.00

West Allis, Wisconsin
April 21, 2025

NOTE

FOR VALUE RECEIVED, the undersigned, Soap Passion LLC, a Wisconsin limited liability company ("Borrower"), promise to pay to the order of the City of West Allis, a municipal corporation ("City" or "Holder"), the sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) together with interest at the rate of five percent (5) per annum, until paid in full. The funds for this loan are made available through the Wisconsin Economic Development Corporation's (WEDC) Capital Catalyst Loan Program, which supports local entrepreneurship and high-growth startups. The loan will interest only payments for the first 6 months following the date of closing. Upon the seventh month, the loan will have equal monthly payments of principal and interest of \$1,004.75 due and payable on or before the first day of each month, commencing on May 1, 2025. Per the attached amortization tables.

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 collateral security for the payment of 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 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 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, 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 first position General Business Security Agreement on items purchased with loan proceeds, Unlimited Personal Guarantee from John P. Onopa and Kyle E. Ciske.

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 for it. Waiver of any default shall not constitute a waiver of any other or subsequent default.

Ope Brewing Company LLC ("Borrower")

By: 
John P. Onopa, Member

By: 
Kyle E. Ciske, Member

Attachment:

Amortization Schedule

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 3/1/2025

Phases: 1. Due 4/1/2025 for 6 Months, Interest Only (Traditional Mtg Monthly) at 5.0%
 2. Due 10/1/2025 for 234 Months, Typ P+I \$1,004.75, Traditional Mortgage: Constant Payment at 5.0%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
Draw	3/1/2025		-150,000.00					150,000.00
1	4/1/2025	1	0.00	625.00	0.00	0.00	625.00	150,000.00
2	5/1/2025	1	0.00	625.00	0.00	0.00	625.00	150,000.00
3	6/1/2025	1	0.00	625.00	0.00	0.00	625.00	150,000.00
4	7/1/2025	1	0.00	625.00	0.00	0.00	625.00	150,000.00
5	8/1/2025	1	0.00	625.00	0.00	0.00	625.00	150,000.00
6	9/1/2025	1	0.00	625.00	0.00	0.00	625.00	150,000.00
7	10/1/2025	2	379.75	625.00	0.00	0.00	1,004.75	149,620.25
8	11/1/2025	2	381.33	623.42	0.00	0.00	1,004.75	149,238.92
9	12/1/2025	2	382.92	621.83	0.00	0.00	1,004.75	148,856.00
<i>Due in 2025</i>			<i>1,144.00</i>	<i>5,620.25</i>	<i>0.00</i>	<i>0.00</i>	<i>6,764.25</i>	
10	1/1/2026	2	384.52	620.23	0.00	0.00	1,004.75	148,471.48
11	2/1/2026	2	386.12	618.63	0.00	0.00	1,004.75	148,085.36
12	3/1/2026	2	387.73	617.02	0.00	0.00	1,004.75	147,697.63
13	4/1/2026	2	389.34	615.41	0.00	0.00	1,004.75	147,308.29
14	5/1/2026	2	390.97	613.78	0.00	0.00	1,004.75	146,917.32
15	6/1/2026	2	392.59	612.16	0.00	0.00	1,004.75	146,524.73
16	7/1/2026	2	394.23	610.52	0.00	0.00	1,004.75	146,130.50
17	8/1/2026	2	395.87	608.88	0.00	0.00	1,004.75	145,734.63
18	9/1/2026	2	397.52	607.23	0.00	0.00	1,004.75	145,337.11
19	10/1/2026	2	399.18	605.57	0.00	0.00	1,004.75	144,937.93
20	11/1/2026	2	400.84	603.91	0.00	0.00	1,004.75	144,537.09
21	12/1/2026	2	402.51	602.24	0.00	0.00	1,004.75	144,134.58

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 3/1/2025

- Phases:**
1. Due 4/1/2025 for 6 Months, Interest Only (Traditional Mtg Monthly) at 5.0%
 2. Due 10/1/2025 for 234 Months, Typ P+I \$1,004.75, Traditional Mortgage: Constant Payment at 5.0%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
<i>Due in 2026</i>			<i>4,721.42</i>	<i>7,335.58</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
22	1/1/2027	2	404.19	600.56	0.00	0.00	1,004.75	143,730.39
23	2/1/2027	2	405.87	598.88	0.00	0.00	1,004.75	143,324.52
24	3/1/2027	2	407.56	597.19	0.00	0.00	1,004.75	142,916.96
25	4/1/2027	2	409.26	595.49	0.00	0.00	1,004.75	142,507.70
26	5/1/2027	2	410.97	593.78	0.00	0.00	1,004.75	142,096.73
27	6/1/2027	2	412.68	592.07	0.00	0.00	1,004.75	141,684.05
28	7/1/2027	2	414.40	590.35	0.00	0.00	1,004.75	141,269.65
29	8/1/2027	2	416.13	588.62	0.00	0.00	1,004.75	140,853.52
30	9/1/2027	2	417.86	586.89	0.00	0.00	1,004.75	140,435.66
31	10/1/2027	2	419.60	585.15	0.00	0.00	1,004.75	140,016.06
32	11/1/2027	2	421.35	583.40	0.00	0.00	1,004.75	139,594.71
33	12/1/2027	2	423.11	581.64	0.00	0.00	1,004.75	139,171.60
<i>Due in 2027</i>			<i>4,962.98</i>	<i>7,094.02</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
34	1/1/2028	2	424.87	579.88	0.00	0.00	1,004.75	138,746.73
35	2/1/2028	2	426.64	578.11	0.00	0.00	1,004.75	138,320.09
36	3/1/2028	2	428.42	576.33	0.00	0.00	1,004.75	137,891.67
37	4/1/2028	2	430.20	574.55	0.00	0.00	1,004.75	137,461.47
38	5/1/2028	2	431.99	572.76	0.00	0.00	1,004.75	137,029.48
39	6/1/2028	2	433.79	570.96	0.00	0.00	1,004.75	136,595.69
40	7/1/2028	2	435.60	569.15	0.00	0.00	1,004.75	136,160.09
41	8/1/2028	2	437.42	567.33	0.00	0.00	1,004.75	135,722.67

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 3/1/2025

Phases: 1. Due 4/1/2025 for 6 Months, Interest Only (Traditional Mtg Monthly) at 5.0%
 2. Due 10/1/2025 for 234 Months, Typ P+I \$1,004.75, Traditional Mortgage: Constant Payment at 5.0%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
42	9/1/2028	2	439.24	565.51	0.00	0.00	1,004.75	135,283.43
43	10/1/2028	2	441.07	563.68	0.00	0.00	1,004.75	134,842.36
44	11/1/2028	2	442.91	561.84	0.00	0.00	1,004.75	134,399.45
45	12/1/2028	2	444.75	560.00	0.00	0.00	1,004.75	133,954.70
<i>Due in 2028</i>			<i>5,216.90</i>	<i>6,840.10</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
46	1/1/2029	2	446.61	558.14	0.00	0.00	1,004.75	133,508.09
47	2/1/2029	2	448.47	556.28	0.00	0.00	1,004.75	133,059.62
48	3/1/2029	2	450.33	554.42	0.00	0.00	1,004.75	132,609.29
49	4/1/2029	2	452.21	552.54	0.00	0.00	1,004.75	132,157.08
50	5/1/2029	2	454.10	550.65	0.00	0.00	1,004.75	131,702.98
51	6/1/2029	2	455.99	548.76	0.00	0.00	1,004.75	131,246.99
52	7/1/2029	2	457.89	546.86	0.00	0.00	1,004.75	130,789.10
53	8/1/2029	2	459.80	544.95	0.00	0.00	1,004.75	130,329.30
54	9/1/2029	2	461.71	543.04	0.00	0.00	1,004.75	129,867.59
55	10/1/2029	2	463.63	541.12	0.00	0.00	1,004.75	129,403.96
56	11/1/2029	2	465.57	539.18	0.00	0.00	1,004.75	128,938.39
57	12/1/2029	2	467.51	537.24	0.00	0.00	1,004.75	128,470.88
<i>Due in 2029</i>			<i>5,483.82</i>	<i>6,573.18</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
58	1/1/2030	2	469.45	535.30	0.00	0.00	1,004.75	128,001.43
59	2/1/2030	2	471.41	533.34	0.00	0.00	1,004.75	127,530.02
60	3/1/2030	2	473.37	531.38	0.00	0.00	1,004.75	127,056.65
61	4/1/2030	2	475.35	529.40	0.00	0.00	1,004.75	126,581.30
62	5/1/2030	2	477.33	527.42	0.00	0.00	1,004.75	126,103.97

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 3/1/2025

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 2. Due 10/1/2025 for 234 Months, Typ P+I \$1,004.75, Traditional Mortgage: Constant Payment at 5.0%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
63	6/1/2030	2	479.32	525.43	0.00	0.00	1,004.75	125,624.65
64	7/1/2030	2	481.31	523.44	0.00	0.00	1,004.75	125,143.34
65	8/1/2030	2	483.32	521.43	0.00	0.00	1,004.75	124,660.02
66	9/1/2030	2	485.33	519.42	0.00	0.00	1,004.75	124,174.69
67	10/1/2030	2	487.36	517.39	0.00	0.00	1,004.75	123,687.33
68	11/1/2030	2	489.39	515.36	0.00	0.00	1,004.75	123,197.94
69	12/1/2030	2	491.43	513.32	0.00	0.00	1,004.75	122,706.51
<i>Due in 2030</i>			<i>5,764.37</i>	<i>6,292.63</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
70	1/1/2031	2	493.47	511.28	0.00	0.00	1,004.75	122,213.04
71	2/1/2031	2	495.53	509.22	0.00	0.00	1,004.75	121,717.51
72	3/1/2031	2	497.59	507.16	0.00	0.00	1,004.75	121,219.92
73	4/1/2031	2	499.67	505.08	0.00	0.00	1,004.75	120,720.25
74	5/1/2031	2	501.75	503.00	0.00	0.00	1,004.75	120,218.50
75	6/1/2031	2	503.84	500.91	0.00	0.00	1,004.75	119,714.66
76	7/1/2031	2	505.94	498.81	0.00	0.00	1,004.75	119,208.72
77	8/1/2031	2	508.05	496.70	0.00	0.00	1,004.75	118,700.67
78	9/1/2031	2	510.16	494.59	0.00	0.00	1,004.75	118,190.51
79	10/1/2031	2	512.29	492.46	0.00	0.00	1,004.75	117,678.22
80	11/1/2031	2	514.42	490.33	0.00	0.00	1,004.75	117,163.80
81	12/1/2031	2	516.57	488.18	0.00	0.00	1,004.75	116,647.23
<i>Due in 2031</i>			<i>6,059.28</i>	<i>5,997.72</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
82	1/1/2032	2	518.72	486.03	0.00	0.00	1,004.75	116,128.51

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 3/1/2025

- Phases:**
1. Due 4/1/2025 for 6 Months, Interest Only (Traditional Mtg Monthly) at 5.0%
 2. Due 10/1/2025 for 234 Months, Typ P+I \$1,004.75, Traditional Mortgage: Constant Payment at 5.0%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
83	2/1/2032	2	520.88	483.87	0.00	0.00	1,004.75	115,607.63
84	3/1/2032	2	523.05	481.70	0.00	0.00	1,004.75	115,084.58
85	4/1/2032	2	525.23	479.52	0.00	0.00	1,004.75	114,559.35
86	5/1/2032	2	527.42	477.33	0.00	0.00	1,004.75	114,031.93
87	6/1/2032	2	529.62	475.13	0.00	0.00	1,004.75	113,502.31
88	7/1/2032	2	531.82	472.93	0.00	0.00	1,004.75	112,970.49
89	8/1/2032	2	534.04	470.71	0.00	0.00	1,004.75	112,436.45
90	9/1/2032	2	536.26	468.49	0.00	0.00	1,004.75	111,900.19
91	10/1/2032	2	538.50	466.25	0.00	0.00	1,004.75	111,361.69
92	11/1/2032	2	540.74	464.01	0.00	0.00	1,004.75	110,820.95
93	12/1/2032	2	543.00	461.75	0.00	0.00	1,004.75	110,277.95
<i>Due in 2032</i>			6,369.28	5,687.72	0.00	0.00	12,057.00	
94	1/1/2033	2	545.26	459.49	0.00	0.00	1,004.75	109,732.69
95	2/1/2033	2	547.53	457.22	0.00	0.00	1,004.75	109,185.16
96	3/1/2033	2	549.81	454.94	0.00	0.00	1,004.75	108,635.35
97	4/1/2033	2	552.10	452.65	0.00	0.00	1,004.75	108,083.25
98	5/1/2033	2	554.40	450.35	0.00	0.00	1,004.75	107,528.85
99	6/1/2033	2	556.71	448.04	0.00	0.00	1,004.75	106,972.14
100	7/1/2033	2	559.03	445.72	0.00	0.00	1,004.75	106,413.11
101	8/1/2033	2	561.36	443.39	0.00	0.00	1,004.75	105,851.75
102	9/1/2033	2	563.70	441.05	0.00	0.00	1,004.75	105,288.05
103	10/1/2033	2	566.05	438.70	0.00	0.00	1,004.75	104,722.00
104	11/1/2033	2	568.41	436.34	0.00	0.00	1,004.75	104,153.59

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 3/1/2025

- Phases:**
1. Due 4/1/2025 for 6 Months, Interest Only (Traditional Mtg Monthly) at 5.0%
 2. Due 10/1/2025 for 234 Months, Typ P+I \$1,004.75, Traditional Mortgage: Constant Payment at 5.0%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
105	12/1/2033	2	570.78	433.97	0.00	0.00	1,004.75	103,582.81
<i>Due in 2033</i>			<i>6,695.14</i>	<i>5,361.86</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
106	1/1/2034	2	573.15	431.60	0.00	0.00	1,004.75	103,009.66
107	2/1/2034	2	575.54	429.21	0.00	0.00	1,004.75	102,434.12
108	3/1/2034	2	577.94	426.81	0.00	0.00	1,004.75	101,856.18
109	4/1/2034	2	580.35	424.40	0.00	0.00	1,004.75	101,275.83
110	5/1/2034	2	582.77	421.98	0.00	0.00	1,004.75	100,693.06
111	6/1/2034	2	585.20	419.55	0.00	0.00	1,004.75	100,107.86
112	7/1/2034	2	587.63	417.12	0.00	0.00	1,004.75	99,520.23
113	8/1/2034	2	590.08	414.67	0.00	0.00	1,004.75	98,930.15
114	9/1/2034	2	592.54	412.21	0.00	0.00	1,004.75	98,337.61
115	10/1/2034	2	595.01	409.74	0.00	0.00	1,004.75	97,742.60
116	11/1/2034	2	597.49	407.26	0.00	0.00	1,004.75	97,145.11
117	12/1/2034	2	599.98	404.77	0.00	0.00	1,004.75	96,545.13
<i>Due in 2034</i>			<i>7,037.68</i>	<i>5,019.32</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
118	1/1/2035	2	602.48	402.27	0.00	0.00	1,004.75	95,942.65
119	2/1/2035	2	604.99	399.76	0.00	0.00	1,004.75	95,337.66
120	3/1/2035	2	607.51	397.24	0.00	0.00	1,004.75	94,730.15
121	4/1/2035	2	610.04	394.71	0.00	0.00	1,004.75	94,120.11
122	5/1/2035	2	612.58	392.17	0.00	0.00	1,004.75	93,507.53
123	6/1/2035	2	615.14	389.61	0.00	0.00	1,004.75	92,892.39
124	7/1/2035	2	617.70	387.05	0.00	0.00	1,004.75	92,274.69

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 3/1/2025

Phases: 1. Due 4/1/2025 for 6 Months, Interest Only (Traditional Mtg Monthly) at 5.0%
 2. Due 10/1/2025 for 234 Months, Typ P+I \$1,004.75, Traditional Mortgage: Constant Payment at 5.0%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
125	8/1/2035	2	620.27	384.48	0.00	0.00	1,004.75	91,654.42
126	9/1/2035	2	622.86	381.89	0.00	0.00	1,004.75	91,031.56
127	10/1/2035	2	625.45	379.30	0.00	0.00	1,004.75	90,406.11
128	11/1/2035	2	628.06	376.69	0.00	0.00	1,004.75	89,778.05
129	12/1/2035	2	630.67	374.08	0.00	0.00	1,004.75	89,147.38
<i>Due in 2035</i>			7,397.75	4,659.25	0.00	0.00	12,057.00	
130	1/1/2036	2	633.30	371.45	0.00	0.00	1,004.75	88,514.08
131	2/1/2036	2	635.94	368.81	0.00	0.00	1,004.75	87,878.14
132	3/1/2036	2	638.59	366.16	0.00	0.00	1,004.75	87,239.55
133	4/1/2036	2	641.25	363.50	0.00	0.00	1,004.75	86,598.30
134	5/1/2036	2	643.92	360.83	0.00	0.00	1,004.75	85,954.38
135	6/1/2036	2	646.61	358.14	0.00	0.00	1,004.75	85,307.77
136	7/1/2036	2	649.30	355.45	0.00	0.00	1,004.75	84,658.47
137	8/1/2036	2	652.01	352.74	0.00	0.00	1,004.75	84,006.46
138	9/1/2036	2	654.72	350.03	0.00	0.00	1,004.75	83,351.74
139	10/1/2036	2	657.45	347.30	0.00	0.00	1,004.75	82,694.29
140	11/1/2036	2	660.19	344.56	0.00	0.00	1,004.75	82,034.10
141	12/1/2036	2	662.94	341.81	0.00	0.00	1,004.75	81,371.16
<i>Due in 2036</i>			7,776.22	4,280.78	0.00	0.00	12,057.00	
142	1/1/2037	2	665.70	339.05	0.00	0.00	1,004.75	80,705.46
143	2/1/2037	2	668.48	336.27	0.00	0.00	1,004.75	80,036.98
144	3/1/2037	2	671.26	333.49	0.00	0.00	1,004.75	79,365.72
145	4/1/2037	2	674.06	330.69	0.00	0.00	1,004.75	78,691.66

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 3/1/2025

- Phases:**
1. Due 4/1/2025 for 6 Months, Interest Only (Traditional Mtg Monthly) at 5.0%
 2. Due 10/1/2025 for 234 Months, Typ P+I \$1,004.75, Traditional Mortgage: Constant Payment at 5.0%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
146	5/1/2037	2	676.87	327.88	0.00	0.00	1,004.75	78,014.79
147	6/1/2037	2	679.69	325.06	0.00	0.00	1,004.75	77,335.10
148	7/1/2037	2	682.52	322.23	0.00	0.00	1,004.75	76,652.58
149	8/1/2037	2	685.36	319.39	0.00	0.00	1,004.75	75,967.22
150	9/1/2037	2	688.22	316.53	0.00	0.00	1,004.75	75,279.00
151	10/1/2037	2	691.09	313.66	0.00	0.00	1,004.75	74,587.91
152	11/1/2037	2	693.97	310.78	0.00	0.00	1,004.75	73,893.94
153	12/1/2037	2	696.86	307.89	0.00	0.00	1,004.75	73,197.08
<i>Due in 2037</i>			<i>8,174.08</i>	<i>3,882.92</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
154	1/1/2038	2	699.76	304.99	0.00	0.00	1,004.75	72,497.32
155	2/1/2038	2	702.68	302.07	0.00	0.00	1,004.75	71,794.64
156	3/1/2038	2	705.61	299.14	0.00	0.00	1,004.75	71,089.03
157	4/1/2038	2	708.55	296.20	0.00	0.00	1,004.75	70,380.48
158	5/1/2038	2	711.50	293.25	0.00	0.00	1,004.75	69,668.98
159	6/1/2038	2	714.46	290.29	0.00	0.00	1,004.75	68,954.52
160	7/1/2038	2	717.44	287.31	0.00	0.00	1,004.75	68,237.08
161	8/1/2038	2	720.43	284.32	0.00	0.00	1,004.75	67,516.65
162	9/1/2038	2	723.43	281.32	0.00	0.00	1,004.75	66,793.22
163	10/1/2038	2	726.44	278.31	0.00	0.00	1,004.75	66,066.78
164	11/1/2038	2	729.47	275.28	0.00	0.00	1,004.75	65,337.31
165	12/1/2038	2	732.51	272.24	0.00	0.00	1,004.75	64,604.80
<i>Due in 2038</i>			<i>8,592.28</i>	<i>3,464.72</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 3/1/2025

Phases: 1. Due 4/1/2025 for 6 Months, Interest Only (Traditional Mtg Monthly) at 5.0%
 2. Due 10/1/2025 for 234 Months, Typ P+I \$1,004.75, Traditional Mortgage: Constant Payment at 5.0%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
166	1/1/2039	2	735.56	269.19	0.00	0.00	1,004.75	63,869.24
167	2/1/2039	2	738.63	266.12	0.00	0.00	1,004.75	63,130.61
168	3/1/2039	2	741.71	263.04	0.00	0.00	1,004.75	62,388.90
169	4/1/2039	2	744.80	259.95	0.00	0.00	1,004.75	61,644.10
170	5/1/2039	2	747.90	256.85	0.00	0.00	1,004.75	60,896.20
171	6/1/2039	2	751.02	253.73	0.00	0.00	1,004.75	60,145.18
172	7/1/2039	2	754.15	250.60	0.00	0.00	1,004.75	59,391.03
173	8/1/2039	2	757.29	247.46	0.00	0.00	1,004.75	58,633.74
174	9/1/2039	2	760.44	244.31	0.00	0.00	1,004.75	57,873.30
175	10/1/2039	2	763.61	241.14	0.00	0.00	1,004.75	57,109.69
176	11/1/2039	2	766.79	237.96	0.00	0.00	1,004.75	56,342.90
177	12/1/2039	2	769.99	234.76	0.00	0.00	1,004.75	55,572.91
<i>Due in 2039</i>			<i>9,031.89</i>	<i>3,025.11</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
178	1/1/2040	2	773.20	231.55	0.00	0.00	1,004.75	54,799.71
179	2/1/2040	2	776.42	228.33	0.00	0.00	1,004.75	54,023.29
180	3/1/2040	2	779.65	225.10	0.00	0.00	1,004.75	53,243.64
181	4/1/2040	2	782.90	221.85	0.00	0.00	1,004.75	52,460.74
182	5/1/2040	2	786.16	218.59	0.00	0.00	1,004.75	51,674.58
183	6/1/2040	2	789.44	215.31	0.00	0.00	1,004.75	50,885.14
184	7/1/2040	2	792.73	212.02	0.00	0.00	1,004.75	50,092.41
185	8/1/2040	2	796.03	208.72	0.00	0.00	1,004.75	49,296.38
186	9/1/2040	2	799.35	205.40	0.00	0.00	1,004.75	48,497.03
187	10/1/2040	2	802.68	202.07	0.00	0.00	1,004.75	47,694.35

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 3/1/2025

Phases: 1. Due 4/1/2025 for 6 Months, Interest Only (Traditional Mtg Monthly) at 5.0%
 2. Due 10/1/2025 for 234 Months, Typ P+I \$1,004.75, Traditional Mortgage: Constant Payment at 5.0%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
188	11/1/2040	2	806.02	198.73	0.00	0.00	1,004.75	46,888.33
189	12/1/2040	2	809.38	195.37	0.00	0.00	1,004.75	46,078.95
<i>Due in 2040</i>			<i>9,493.96</i>	<i>2,563.04</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
190	1/1/2041	2	812.75	192.00	0.00	0.00	1,004.75	45,266.20
191	2/1/2041	2	816.14	188.61	0.00	0.00	1,004.75	44,450.06
192	3/1/2041	2	819.54	185.21	0.00	0.00	1,004.75	43,630.52
193	4/1/2041	2	822.96	181.79	0.00	0.00	1,004.75	42,807.56
194	5/1/2041	2	826.39	178.36	0.00	0.00	1,004.75	41,981.17
195	6/1/2041	2	829.83	174.92	0.00	0.00	1,004.75	41,151.34
196	7/1/2041	2	833.29	171.46	0.00	0.00	1,004.75	40,318.05
197	8/1/2041	2	836.76	167.99	0.00	0.00	1,004.75	39,481.29
198	9/1/2041	2	840.24	164.51	0.00	0.00	1,004.75	38,641.05
199	10/1/2041	2	843.75	161.00	0.00	0.00	1,004.75	37,797.30
200	11/1/2041	2	847.26	157.49	0.00	0.00	1,004.75	36,950.04
201	12/1/2041	2	850.79	153.96	0.00	0.00	1,004.75	36,099.25
<i>Due in 2041</i>			<i>9,979.70</i>	<i>2,077.30</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
202	1/1/2042	2	854.34	150.41	0.00	0.00	1,004.75	35,244.91
203	2/1/2042	2	857.90	146.85	0.00	0.00	1,004.75	34,387.01
204	3/1/2042	2	861.47	143.28	0.00	0.00	1,004.75	33,525.54
205	4/1/2042	2	865.06	139.69	0.00	0.00	1,004.75	32,660.48
206	5/1/2042	2	868.66	136.09	0.00	0.00	1,004.75	31,791.82
207	6/1/2042	2	872.28	132.47	0.00	0.00	1,004.75	30,919.54

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 3/1/2025

Phases: 1. Due 4/1/2025 for 6 Months, Interest Only (Traditional Mtg Monthly) at 5.0%
 2. Due 10/1/2025 for 234 Months, Typ P+I \$1,004.75, Traditional Mortgage: Constant Payment at 5.0%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
208	7/1/2042	2	875.92	128.83	0.00	0.00	1,004.75	30,043.62
209	8/1/2042	2	879.57	125.18	0.00	0.00	1,004.75	29,164.05
210	9/1/2042	2	883.23	121.52	0.00	0.00	1,004.75	28,280.82
211	10/1/2042	2	886.91	117.84	0.00	0.00	1,004.75	27,393.91
212	11/1/2042	2	890.61	114.14	0.00	0.00	1,004.75	26,503.30
213	12/1/2042	2	894.32	110.43	0.00	0.00	1,004.75	25,608.98
<i>Due in 2042</i>			<i>10,490.27</i>	<i>1,566.73</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
214	1/1/2043	2	898.05	106.70	0.00	0.00	1,004.75	24,710.93
215	2/1/2043	2	901.79	102.96	0.00	0.00	1,004.75	23,809.14
216	3/1/2043	2	905.55	99.20	0.00	0.00	1,004.75	22,903.59
217	4/1/2043	2	909.32	95.43	0.00	0.00	1,004.75	21,994.27
218	5/1/2043	2	913.11	91.64	0.00	0.00	1,004.75	21,081.16
219	6/1/2043	2	916.91	87.84	0.00	0.00	1,004.75	20,164.25
220	7/1/2043	2	920.73	84.02	0.00	0.00	1,004.75	19,243.52
221	8/1/2043	2	924.57	80.18	0.00	0.00	1,004.75	18,318.95
222	9/1/2043	2	928.42	76.33	0.00	0.00	1,004.75	17,390.53
223	10/1/2043	2	932.29	72.46	0.00	0.00	1,004.75	16,458.24
224	11/1/2043	2	936.17	68.58	0.00	0.00	1,004.75	15,522.07
225	12/1/2043	2	940.07	64.68	0.00	0.00	1,004.75	14,582.00
<i>Due in 2043</i>			<i>11,026.98</i>	<i>1,030.02</i>	<i>0.00</i>	<i>0.00</i>	<i>12,057.00</i>	
226	1/1/2044	2	943.99	60.76	0.00	0.00	1,004.75	13,638.01
227	2/1/2044	2	947.92	56.83	0.00	0.00	1,004.75	12,690.09
228	3/1/2044	2	951.87	52.88	0.00	0.00	1,004.75	11,738.22

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 3/1/2025

Phases: 1. Due 4/1/2025 for 6 Months, Interest Only (Traditional Mtg Monthly) at 5.%
 2. Due 10/1/2025 for 234 Months, Typ P+I \$1,004.75, Traditional Mortgage: Constant Payment at 5.%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
229	4/1/2044	2	955.84	48.91	0.00	0.00	1,004.75	10,782.38
230	5/1/2044	2	959.82	44.93	0.00	0.00	1,004.75	9,822.56
231	6/1/2044	2	963.82	40.93	0.00	0.00	1,004.75	8,858.74
232	7/1/2044	2	967.84	36.91	0.00	0.00	1,004.75	7,890.90
233	8/1/2044	2	971.87	32.88	0.00	0.00	1,004.75	6,919.03
234	9/1/2044	2	975.92	28.83	0.00	0.00	1,004.75	5,943.11
235	10/1/2044	2	979.99	24.76	0.00	0.00	1,004.75	4,963.12
236	11/1/2044	2	984.07	20.68	0.00	0.00	1,004.75	3,979.05
237	12/1/2044	2	988.17	16.58	0.00	0.00	1,004.75	2,990.88
<i>Due in 2044</i>			11,591.12	465.88	0.00	0.00	12,057.00	
238	1/1/2045	2	992.29	12.46	0.00	0.00	1,004.75	1,998.59
239	2/1/2045	2	996.42	8.33	0.00	0.00	1,004.75	1,002.17
240	3/1/2045	2	1,002.17	4.18	0.00	0.00	1,006.35	0.00
<i>Due in 2045</i>			2,990.88	24.97	0.00	0.00	3,015.85	
Total:			150,000.00	88,863.10	0.00	0.00	238,863.10	

End of Report Processing at: 2/27/2025 11:17:33 AM

“Exhibit B to Loan Agreement”

GENERAL BUSINESS SECURITY AGREEMENT

This General Business Security Agreement (the “Security Agreement”) is entered into as of April, 21, 2025 by and between Ope Brewing Company, LLC Wisconsin limited liability company, (“Borrower”), located at 6751 W. National Avenue, West Allis, Milwaukee County, WI, 53214 and the City of West Allis, a Municipal Corporation organized and existing under the laws of the State of Wisconsin, located at 7525 W. Greenfield Avenue, West Allis, Milwaukee County, WI (“City or Secured Party”).

Whereas, the Borrower has borrowed funds from the City of West Allis pursuant to a Loan Agreement and a Promissory Note in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) of even date herewith (hereinafter the “Note-A”).

Whereas, as security for the Borrower’s repayment obligations under the Note, the Borrower’s existing operating entity that occupies the business, Ope Brewing Company, LLC, a Wisconsin limited liability company, has agreed to grant to the City a first position over all assets of the corporation and items purchased with loan proceeds (hereby “Equipment Schedule”) in the terms set forth in this Security Agreement.

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 considerations, the parties hereto agree as follows:

1. Definitions

(a) “Collateral” shall include the Borrower’s 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 Borrower, for the benefit of the City, in original principal amounts per Note –A and Note- B.

(d) “Obligations” shall include all debts, liabilities, obligations, covenants and duties owing from the Debtor to the Secured Party of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in

bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Debtor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether evidenced by or arising under the Note or this Agreement or, whether absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and all costs and expenses of the Secured Party incurred in the enforcement, collection or otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

(e) "UCC" means the Uniform Commercial Code, as adopted and enacted and as in effect amended from time to time in the State of Wisconsin terms. Terms used herein which are defined in the UCC and not otherwise defined herein shall have the respective meanings ascribed to such terms in the UCC.

2. Security Interest. To secure indebtedness to the City of Borrower, the Borrower grant the City a security interest in all company assets, which may include one or more of the following:

(a) General Intangibles. All of Borrower's general intangibles, now existing or hereafter arising or acquired, together with the proceeds there from. As used herein, the term "General Intangibles" means all personal property (including things in action) other than goods, accounts, chattel paper, documents, instruments, and money, and includes, but is not limited to, business records, deposit accounts, inventions, intellectual property, designs, patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names, goodwill, technology, know how, confidential information, trade secrets, customer lists, supplier lists, copyrights, copyright applications, copyright registrations, licenses, permits, franchises, tax refund claims, and any letters of credit, guarantee claims, security interests, or other security held by Borrower to secure any "Accounts" (as hereinafter defined).

(b) Accounts (Including Accounts Receivable). All of Borrower's accounts, whether now existing or hereafter arising or acquired, together with the proceeds there from. As used herein, the term "Accounts" means any right of Borrower to receive payment from another person or entity, including payment for goods sold or leased, or for services rendered, no matter how evidenced or arising, and regardless of whether yet earned by performance. It includes, but is not limited to, accounts, accounts receivable, contract rights, contracts receivable, purchase orders, notes, drafts, acceptances, all rights to payment earned or unearned under a charter or other contract involving the use or hire of a vessel and all rights incident to the charter or contract, and other forms of obligations and receivables.

(c) Inventory. All of Borrower'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 Borrower's business, wherever located and whether in the possession of

Borrower, a warehouseman, a bailee, or any other person.

(d) Equipment. All of Borrower'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 Borrower'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 Borrower'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, off, or attached to Borrower's business premises located at 6751W. National Avenue, West Allis, WI 53214.

(f) Chattel Paper, Documents and Instruments. All of Borrower'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 Borrower or Secured Party, 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 Borrower 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 the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition, of any of the Collateral or any interest therein.

3. Borrower Warranties. Borrower warrant that while any of the Obligations are unpaid:

(a) Ownership. Borrower is the owner of the Collateral free of all encumbrances and security interests, and chattel paper constituting Collateral evidence a perfected security interest in the goods covered by it, free from all other liens, encumbrances and security interests, and no financing statement is on file covering the Collateral or any of it. If inventory is represented or covered by documents of title, Borrower is the owner of the documents, free of all encumbrances and security interests, and no

financing statement is on file covering the Collateral or any of it.

(b) Sale of Goods or Services Rendered. Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Borrower or from a bona fide sale or lease of goods and service, which have been delivered or shipped to the account debtor and for which Borrower has genuine invoices, shipping documents or receipts.

(c) Enforceability. Each account, contract right and chattel paper presented as Collateral by the Borrower is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Borrower to City as owing by each account debtor is the amount actually owing and is not subject to set off credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed his liability.

(d) Due Date. There has been no default by the Borrower as of this date according to the terms of any Collateral and no action has been taken to foreclose the security interest it evidence or otherwise enforce its payment.

(e) Financial Condition of Account. As of this date, Borrower has no notice or knowledge of anything which might impair the credit standing of any account debtor.

(f) Other Agreements. Borrowers are not in default under any Agreement for the payment of money.

(g) Authority to Contract. The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of any agreement or restriction to which Borrower is a party or is subject.

(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 Borrower's place of business, or if Borrower has more than one place of business, then the address of Borrower's principal's place of business, is shown opposite Borrower's signature. The address where the Collateral will be kept, if different from that appearing opposite Borrower's signature, is 6751 W. Greenfield Avenue, West Allis, Wisconsin. 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. Borrower 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 Borrower and City (hereinafter an "Event of Default"), Borrower may (a) sell inventory in the ordinary course of Borrower'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 Borrower shall assist City in so doing. Upon default, the City may at any time and Borrower shall, upon the request of the 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 notified, Borrower, as 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 Senior Creditors, if any, City may require that all proceeds of Collateral received by Borrower shall be held by Borrower upon an express trust for City, shall not be commingled with any other funds or property of Borrower and shall be turned over to City in precisely the form received (but endorsed by Borrower 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 Borrower shall be applied against the Obligations in such order and at such times as City shall determine.

5. Borrower's Covenants.

(a) Maintenance of Collateral. Borrower shall maintain the Collateral in good condition and repair and not permit its value to be impaired; defend it against all claims and legal proceedings by persons other than City; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease or otherwise dispose of it or permit it to become a fixture or an accession to other goods, except for sales or leases of inventory as provided in this Agreement, not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of instruments and chattel paper, preserve rights in it against prior parties. Loss of or damage to the Collateral shall not release Borrower from any of the Obligations.

(b) Insurance. Borrowers shall keep the Collateral and City's interest in it insured under policies with such provisions, for such amounts and by such insurers, as shall be reasonably satisfactory to City from time to time and shall furnish evidence of such insurance satisfactory to City. Borrower assigns (and directs any insurer to pay) to City the proceeds of all such insurance and any premium refund, and authorizes City to endorse in the name of Borrower any instrument for such proceeds or refunds, and, at the option of City, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Borrower.

(c) Maintenance of Security Interest. Borrower shall pay all expenses and,

upon request, take any action reasonably deemed advisable by City to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce City's interest in it or rights under this Agreement.

(d) Collateral Records and Statements. Borrower shall keep accurate and complete records respecting the Collateral in such form as City may approve. At such times as City may require, Borrower shall furnish to City a statement certified by Borrower and in such form and containing such information as may be prescribed by City, showing the current status and value of the Collateral.

(e) Inspection of Collateral. At reasonable times, City may examine the Collateral and Borrower's records pertaining to it, wherever located, and make copies of records. Borrower shall assist City in so doing.

(f) United States Contracts. If any accounts or contract rights constituting Collateral arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Borrower will notify City and execute writings required by City in order that all money due or to become due under such contracts shall be assigned to City and proper notice of the assignment given under the Federal Assignment of Claims Act.

(g) Modifications. Without the prior written consent of the City, the Borrower shall not alter, modify, extend, renew or cancel any Collateral.

(h) Returns and Repossessions. Following any Event of Default, Borrower shall promptly notify the City of the return to or repossession by Borrower of goods underlying any Collateral and Borrower 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 Senior Creditors, if any, with respect to such Collateral:

(a) Authority to Perform for Soap Passion LLC. Upon the occurrence of an Event of Default with respect to any of the Obligations, or if Borrower fails to perform any of Borrower's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, City is authorized, in Borrower's name or otherwise, to take any such action including without limitation signing Borrower'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 Borrower 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. Borrower irrevocably appoints City upon an Event of Default as Borrower's attorney, with power to receive, open and dispose of all mail addressed to Borrower; to notify the Post Office authorities to change the address for delivery of all mail addressed to Borrower to such address as City may designate; and to endorse the name of Borrower 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 from the Borrowers. City has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Borrower 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. Borrower fails to pay when due to any of the Obligations or Borrower fails to perform, or rectify breach of, any warranty or other undertaking by Borrower in this Agreement or in any evidence of our document relating to the Obligations.

Inability to Perform. Borrowers cease to exist, or Borrower becomes insolvent or the subject of bankruptcy or insolvency proceedings.

Misrepresentation. Any representation made to induce City to extend credit to Borrower, under this Agreement or otherwise, is false in any material respect when made.

All of the Obligations shall, at the option of City and without any notice or demand, become immediately payable; and City shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law and any evidence of or documents relating to the Obligations. With respect to such rights and remedies:

(a) Repossession. Subject to the City obtaining the written consent of the Senior Creditors, if any, with respect to such Collateral, the City may take possession of Collateral without notice or hearing, which Borrower waives.

(b) Assembling Collateral. Subject to the City obtaining the written consent of the Senior Creditors with respect to such Collateral, the City may require Borrower to assemble the Collateral and to make it available to City at any convenient place designated by City.

(c) Notice of Disposition. Written notice, when required by law, sent to any address of Borrower in this Agreement at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.

(d) Expenses and Application of Proceeds. Borrower shall reimburse City for any expense incurred by City in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the

Collateral. After deduction of such expenses, City may apply the proceeds of disposition to the Obligations in such order and amounts as it elects.

(e) Waiver. City may permit Borrower to remedy any default without waiving the default so remedied, and City may waive any default without waiving any other subsequent or prior default by Borrower.

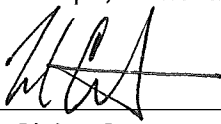
8. Persons Bound. This Agreement benefits City, its successors and assigns, and binds Borrower and its successors and assigns.

9. Interpretation. The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code. Invalidity of any provision of this Agreement shall not affect the validity of any other provision.

Dated this 21 day of April 2025.

Ope Brewing Company, LLC ("Borrower")

By: 
John P. Onopa, Owner and Member

By: 
Kyle E. Ciske, Owner and Member

"Exhibit C 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, Ope Brewing Company, LLC, Wisconsin limited liability company (hereinafter the "Borrowers"), has requested the City to extend to it a loan in the original principal amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) (hereinafter the "Loan"), the proceeds of which will be used for increased production, purchasing equipment and inventory and working capital for expansion of a brewery by Ope Brewing Company, LLC, a Wisconsin limited liability company at 6751 W. National Ave., West Allis, Wisconsin 53214 (hereinafter the "Project"); and,

WHEREAS, the Loan is part of the Wisconsin Economic Development Corporation (WEDC) Capital Catalyst Loan Program, a funding source aimed at supporting local businesses by providing resources for growth and development, with the City of West Allis acting as the lender; and,

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in the Loan Agreement dated April 21, 2025 (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 Owner of the Borrowers, and will derive substantial benefits from the conduct of the Borrower's business and operations; and, because 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 Borrowers 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 Borrowers 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 Borrowers, 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 acknowledges 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 Borrowers. 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 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 Borrowers on either the Note or the Loan Agreement, or the power or authority or lack of power or authority of the Borrowers 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 Borrowers 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 Borrowers 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 Borrowers (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Borrowers 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 Borrowers 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 Borrowers 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.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty, to take effect as of the 21 day of April, 2025.

[Signatures to Follow]

John P. Onopa, Guarantor

John Onopa
Member, Ope Brewing Company, LLC

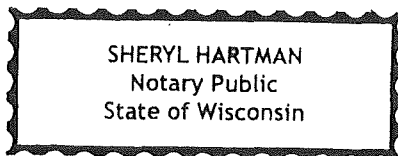
State of Wisconsin)

: ss

Milwaukee County)

Personally came before me this 21st day of April, 2025 the above-named John P. Onopa, to me known to be the people who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.



Notary Public, State of Wisconsin

Signature: Sheryl Hartman

Print Name: Sheryl Hartman

My Commission: 11-18-25

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty, to take effect as of the 21st day of April, 2025.

Acceptance:

This Guaranty is hereby accepted this 21st day of April 2025, by the City of West Allis.

CITY OF WEST ALLIS ("City")

By:

Patrick Schloss
Patrick Schloss, Executive Director
Economic Development

Attest:

Jason Kaczmarek
Jason Kaczmarek
Finance Director/Comptroller

“Exhibit C 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, Ope Brewing Company, LLC, Wisconsin limited liability company (hereinafter the "Borrowers"), has requested the City to extend to it a loan in the original principal amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) (hereinafter the "Loan"), the proceeds of which will be used for increased production, purchasing equipment and inventory and working capital for expansion of a brewery by Ope Brewing Company, LLC, a Wisconsin limited liability company at 6751 W. National Ave., West Allis, Wisconsin 53214 (hereinafter the "Project"); and,

WHEREAS, the Loan is part of the Wisconsin Economic Development Corporation (WEDC) Capital Catalyst Loan Program, a funding source aimed at supporting local businesses by providing resources for growth and development, with the City of West Allis acting as the lender; and,

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in the Loan Agreement dated April 21, 2025 (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 Owner of the Borrowers, and will derive substantial benefits from the conduct of the Borrower's business and operations; and, because 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 Borrowers 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 Borrowers 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 Borrowers, 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 Borrowers. 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 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 Borrowers on either the Note or the Loan Agreement, or the power or authority or lack of power or authority of the Borrowers 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 Borrowers 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 Borrowers 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 Borrowers (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Borrowers 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 Borrowers 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 Borrowers 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.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty, to take effect as of the 4 day of April, 2025.

[Signatures to Follow]

Kyle E. Ciske, Guarantor

Member, Ope Brewing Company, LLC

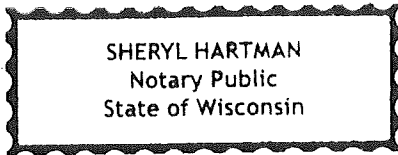
State of Wisconsin)

: ss

Milwaukee County)

Personally came before me this 21st day of April, 2025 the above-named Kyle E. Ciske to me known to be the people who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.



Notary Public, State of Wisconsin

Signature: Sheryl Hartman

Print Name: Sheryl Hartman

My Commission: 11-18-25

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty, to take effect as of the 21st day of April, 2025.

Acceptance:

This Guaranty is hereby accepted this 21st day of April 2025, by the City of West Allis.

CITY OF WEST ALLIS ("City")

By:

Patrick Schloss
Patrick Schloss, Executive Director
Economic Development

Attest:

Jason Kaczmarek
Jason Kaczmarek
Finance Director/Comptroller