

LOAN AGREEMENT ("CDBG")

THIS AGREEMENT is made and entered into this 25 day of March 2021, by and between BT Enterprises LLC WA, a Limited Liability Company (hereinafter the "Borrowers"), with corporate offices at S93 W31610 Gena Drive, Mukwonago, WI 53149 and, the **CITY OF WEST ALLIS**, a Municipal Corporation, organized and existing under the laws of the State of Wisconsin (hereinafter "City").

WHEREAS, the City has implemented an Economic Development Loan Program under the provisions of the Housing and Community Development Act and the Community Development Block Grant Program; and,

WHEREAS, the Borrowers desire to use the loan proceeds for the purchase of real estate and operating equipment for business retention purposes, located at 7335 West Greenfield Avenue, West Allis, WI (hereinafter "Property"); and,

WHEREAS, Brandon W. Strege and Thomas A. Miller member & owners of BT Enterprises LLC WA, also own that will operate at 7335 W Greenfield Avenue, West Allis, WI, 53214.; and,

WHEREAS, the Borrowers have made application for Forty Thousand Dollars and 00/100 Dollars (\$40,000) from the City of West Allis for real estate and operating equipment for business retention purposes business to be located at 7335 W Greenfield Avenue, West Allis, WI 53214, ("Loan"); and,

WHEREAS, the City is willing to make the Loan and the Borrowers 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 from Community Development Block Grant Funds in the maximum sum of Forty Thousand and 00/100 Dollars (\$40,000) 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 first mortgage with Brandon W. Strege and Thomas A. Miller, owners and members of BT Enterprises LLC WA on the real estate at 7335 W Greenfield Avenue, hereto as **Exhibit "B"** hereby incorporated within; and

- C. A first position on a General Business Security Agreement with the Brandon W. Strege and Thomas A. Miller, owners and members of BT Enterprises LLC WA on the assets of Mis Suenos Restaurant hereto as **Exhibit “C”** hereby incorporated within; and,
- D. A Corporate Guaranty BT Enterprises LLC WA, with owners and members Brandon W. Strege and Thomas A. Miller, hereto as **Exhibit “D”** hereby incorporated within; and,
- E. All documents listed and in Subsection 3 below are collectively referred to along with the Loan Agreement as the "Loan Documents"; and,

2. The proceeds of the Loan will be disbursed by the City to the Borrowers upon closing of the loan with proper documentation at closing (i.e. invoices, evidence of payment, receipts, etc.).

3. As security for the Loan, the Borrowers shall deliver to the City at closing:

- A. A first mortgage with Brandon W. Strege and Thomas A. Miller, on the real estate at 7335 W Greenfield Avenue, hereto as **Exhibit “B”** hereby incorporated within; and,
- B. A first position on a General Business Security Agreement with Brandon W. Strege and Thomas A. Miller, on the assets of BT Enterprises LLC WA, hereto as **Exhibit “C”** hereby incorporated within; and,
- C. A Corporate Guaranty from BT Enterprises LLC WA, with owners and members, Brandon W. Strege and Thomas A. Miller, hereto as **Exhibit “D”** hereby incorporated within; and, hereto as **Exhibit “D”** 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 section, a low to moderate income person is defined as a member of a low to moderate income family within the applicable income limits for Section 8 Rental Assistance Programs which are set forth in **Exhibit “E”** – Beneficiary Reporting Document, both of which are attached hereto and

incorporated within to this Agreement.

- B. For purposes of this loan from the City, the Borrowers agree to add two (2) full-time equivalent positions over the next two years.
- C. 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.
- D. For the Job Creation requirement of the loan, the Borrowers agree 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 Department of Development of the City of West Allis.

5. The Project would 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. The Borrowers will comply with all of the terms and conditions contained in the Federal Requirements for Economic Development Loans in **Exhibit "F" and Exhibit "G"** attached hereto and incorporated within to this Agreement and the Commitment Letter provided as **Exhibit "H"**.

8. 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 on 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 Borrowers' accounting practices for the prior year. These financial statements may be submitted electronically or provided in paper format to the West Allis Department of Development within 60 days from the end of the Borrowers' 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 them to the extent that such taxes shall have become due. The Borrowers has 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 members of the 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, perfect, 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 Borrowers' property shall be usefully preserved, and will comply with all applicable laws and regulations governing the conduct of the Borrowers' 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 actual and 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. The Borrowers shall show proof of an executed lease. During the term of the Loan, all 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 closed with the City of West Allis, Department of Development, located at 7525 W. Greenfield Ave., 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 "I"** attached hereto and incorporated within to this Agreement; the Loan Commitment Letter dated February 17, 2021, and accepted by the Borrowers on February 19, 2021 as amended.

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, Mortgage, General Business Security Agreement, Motor Vehicle Lien, and 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 Borrowers' evidence of insurance must insure the City up to specified limits of the fair market value of the property and listed value of equipment, and the Borrowers agrees to submit all documents as requested by the City Attorney.

D. Confidential financial statements from the Managing Members of the Borrowers and the Managing Members' personal financial statements which were incorporated into the project file.

E. The Borrowers shall provide the Federal I.D. number and the Dun & Bradstreet number for Borrowers' corporation to the City of West Allis.

F. Intentionally left blank.

G. In the event the Borrowers is 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:

Brandon W. Strege and Thomas A. Miller,
C/O BT Enterprises LLC WA
S93 W31610 Gena Drive,
Mukwonago, WI 53149

If to the City:

City of West Allis
Department of Development
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.

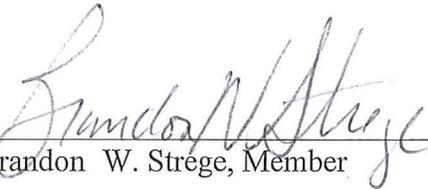
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date, month and year first above written.

Signatures on the Next Page

CITY OF WEST ALLIS (“City”)

By: 
Patrick Schloss, Economic Director
Economic Development

**BT ENTERPRISES, LLC WA
 (“Borrowers”)**

By: 
Brandon W. Strége, Member

By: 
Thomas A. Miller, Member

Attest: 
Jason Kaczmarek
Director of Finance/Comptroller

“Exhibit A to Loan Agreement - CDBG”

\$40,000

West Allis, Wisconsin
March 25, 2021

NOTE

FOR VALUE RECEIVED, the undersigned, Brandon W. Strege and Thomas A. Miller, owners and members of BT Enterprises LLC WA, a Wisconsin limited liability corporation, ("Borrowers"), promise to pay to the order of the City of West Allis, a municipal corporation ("City" or "Holder"), the sum of Forty Thousand Dollars and 00/100 Dollars (\$40,000.00 together with interest at the rate of three and a quarter percent (3.25%) per annum, until paid in full. The loan will be a 33- month loan with a 120 month amortization. The loan payments will commence on the first month following closing and continue until maturity in equal monthly payments of principal and interest of \$226.88, due and payable on or before the first day of each month, commencing on April 1, 2021 with an anticipated completion date on the 33rd month following closing.

The Borrowers agree to pay all costs of collection, including reasonable attorney's fees and all fees and expenses incurred in endeavoring to protect, enforce and realize upon any collateral security for the payment of the Note. Borrowers, for themselves, its successors and assigns, hereby expressly waive presentment for payment, notice of dishonor, presentment, and notice of protest, protest and all diligence of collection.

All payments shall be made in lawful currency of the United States of America, to the City Treasurer of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, or such other place of payment as the holder of this Note may designate in writing.

As liquidated damages for the additional expenses incurred by the Holder of this Note, because of the failure of the Borrowers to make prompt payment, the Holder may collect a late charge not to exceed one percent (1.0%) 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.

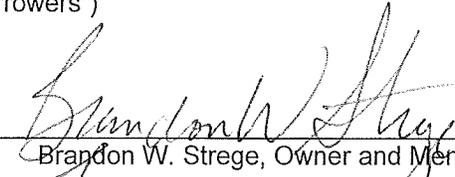
If any installment of principal or interest is not paid when it becomes due, or if default occurs in the performance or compliance with the covenants and conditions of any instrument securing the indebtedness evidenced by this Note, or in the Loan Agreement pursuant to which this Note is given, the Holder 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 Mortgage on the real estate at 7335 W. Greenfield Ave. a first position General Business Security Agreement on the assets of Mis Suenos Restaurant as well as a Corporate Guarantee from BT Enterprises LLC WA .

This Note may be prepaid, in full or in part, without penalty.

This Note is executed in and is governed by the laws of the State of Wisconsin. Invalidity of any provision shall not affect the validity of any other provision. Without affecting the liability of the Borrowers or any guarantor or enforcer, the Holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note or agree to sue any party liable on it. Waiver of any default shall not constitute a waiver of any other or subsequent default.

BT Enterprises LLC WA
("Borrowers")

By: 
Brandon W. Strey, Owner and Member

By: 
Thomas A Miller, Owner and Member

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Exhibit A Note A 2.26.21.docx



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Tx:40661032

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MORTGAGE

Document Number **Document Title**
KNOW ALL MEN that BT Enterprises LLC WA, herein jointly called the "Mortgagor", hereby mortgages, conveys and warrants to the CITY OF WEST ALLIS, a municipal corporation, organized and existing under the laws of Wisconsin, whose address is 7525 West Greenfield Avenue, West Allis, Wisconsin, herein called the "Mortgagee", in consideration of the sum of Forty Thousand Dollars (\$40,000) and other good and valuable consideration, the receipt of which is hereby acknowledged, the real estate, together with the buildings and improvements now located or hereafter erected thereon, located in the County of Milwaukee, State of Wisconsin, and more particularly described as follows:

Legal Description

Lots 5 and 6, Block 7, Central Improvement Company Subdivision No. 1, in the Northwest ¼ of Section 3, Township 6 North, Range 21 East. Said land being in the City of West Allis, County of Milwaukee, State of Wisconsin.

Tax Key No. 453-0118-000

Address: 7335 W Greenfield Avenue

DOC # 11105393
RECORDED:
04/21/2021 01:10 PM
ISRAEL RAMON
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00

This space is reserved for recording data

Return to

City Attorney
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

Parcel Identification Number/Tax Key Number

453-0118-000

Herein called the "Property", together with all the hereditaments, privileges and appurtenances to the same belonging, and all the rents, issues and profits, which may arise or be had therefrom, and the fixtures and other appurtenant interests.

The Property is non-homestead property.

This Mortgage is given to secure payment of indebtedness evidenced by a promissory notes to the City of West Allis, dated March 25, 2021 in the aggregate principal amount Forty-Thousand and no/100 Dollars (\$40,000.00) Any extensions, renewals or modifications thereof, or substitutes or replacements therefore (hereinafter the "Note"), interest due and payable thereon, payment of such further sums as Mortgagee hereafter may loan to Mortgagor when evidenced by another Note or Notes, reciting such security, and also to secure the performance of all covenants and agreements contained herein.

Mortgagor hereby covenants that they are the owner of the Property.

So long as all or any part of the principal and/or interest on the Note and any additional indebtedness or obligation arising out of the Mortgage, or any instrument of the Mortgagor' collateral hereto, remains outstanding and unpaid, the Mortgagor covenants with Mortgagee that:

1. The Mortgagor shall promptly pay when due the principal and the interest on the indebtedness evidenced by the Note and any other Notes secured by this Mortgage.
2. The interests of the Mortgagor and of the Mortgagee in the Property shall be assessed for taxation and taxed together, without separate valuation, and the Mortgagor shall pay, or cause to be paid, before they become delinquent, all taxes and assessments now or hereafter assessed or levied against the Property, and shall deliver to the Mortgagee or the Mortgagee's representative on demand, receipts showing due payment thereof.
3. The Property shall be insured against loss or damage by fire or other casualty included within the term "extended coverage", and such other hazards as Mortgagee may require and in such reasonable amounts and for such periods as Mortgagee may require, provided that Mortgagee shall not require an amount of coverage

which exceeds the lesser of (i) the amount of coverage to pay the sum secured by this Mortgage and all superior liens encumbering the Property, or (ii) the maximum amount permitted by the insurer. All insurance policies and renewals therefore shall be through insurers approved by Mortgagee, such approval shall not be unreasonably withheld, and shall be in a form acceptable to the Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to the Mortgagee. The Mortgagee shall have the right to hold the policies and renewals thereof, and the Mortgagor shall promptly furnish to the Mortgagee all renewal notices and all receipts of said premiums. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee shall make proof of loss if not promptly made by Mortgagor.

4. If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a decedent, or the filing of a petition or entry of an order for relief under the federal bankruptcy code, or the appointment of a custodian, trustee or receiver, then the Mortgagee, at the Mortgagee's option, upon notice to the Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect the Mortgagee's interest, including, but not limited to, disbursement of reasonable attorneys' fees, and entry upon the Property to make repairs. Mortgagee shall pay cost of any damage to the Property caused by such entry. Any amounts disbursed by the Mortgagee pursuant to this paragraph, with interest thereon, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from the Mortgagee to the Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal under the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require the Mortgagee to incur any expense or take any action hereunder.

5. Mortgagor represents and warrants to Mortgagee:

(a) That no substances or materials, have been, are or will be stored, deposited, treated, recycled or disposed of on, under or at the Property, which substances or materials, if known to be present on, at or under the Property, would require clean-up, removal or some other remedial action under any federal, state or local laws, regulations, ordinances, codes or rules relating to the discharge of air pollutants, water pollutants or processed waste water or otherwise relating to hazardous or toxic substances or materials ("Environmental Law"); and,

(b) That there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to damages, penalties, injunctive relief or clean-up costs under any Environmental Law; and,

(c) That Mortgagor is not subject to any judgment, decree, order or citation relating to or arising out of any Environmental Law. Mortgagor shall indemnify and hold harmless Mortgagee from all losses, costs (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever incurred by Mortgagee by reason of any violation of this paragraph or any Environmental Law involving the Property, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation.

MORTGAGOR AND MORTGAGEE FURTHER COVENANT AND AGREE THAT:

1. In the event of a non-payment of any sum of money at the time or times when the payment shall become due or the failure to perform any of the covenants or conditions by Mortgagor to be kept and performed, then, in such case, or in either case, the whole amount of principal due on the Note, shall at the option of the Mortgagee, become and be immediately due and payable without any notice to said Mortgagor (notice being hereby waived), and the same, together with all sums of money which may be or have been paid by Mortgagee for or on account of insurance, taxes, assessments and/or other disbursements made by Mortgagee, pursuant to the terms of the Mortgage plus interest thereon at the rate aforesaid, and shall thereupon be collectible in a suit of law, or by foreclosure of this Mortgage, 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 judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all the sums so paid, with interest at the rate

aforesaid; and, it shall be lawful in such case, or in either case, for Mortgagee to grant, sell and convey the Property with the appurtenances thereto belonging, at public sale, and on such sale to make and execute to the purchaser or purchasers, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided; and, in case suit shall be brought for the foreclosure of this Mortgage, Mortgagor covenant and agree that they will pay to Mortgagee all expenses incurred therein, and in addition to the taxable costs in such suit, a reasonable sum of money as attorney's fees to be included with the expenses above mentioned, in the judgment or decree.

2. Any extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

3. Any forbearance by Mortgagee 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. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

4. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

5. Mortgagor agrees to the provisions of Section 846.101 and 846.103(2) of the Wisconsin Statutes, as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provided in such applicable Section.

6. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless the indebtedness secured by this Mortgage is first paid in full. The entire indebtedness under the Note shall become due and payable in full, at the option of Mortgagee without notice, upon any transfer, sale or conveyance made in violation of this paragraph.

7. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from all liens and encumbrances except as otherwise provided herein, and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness, which may be or becomes secured at any time by a Mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

8. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, to collect the rents, issues and profits of the Property, during the pendency of such an action, and such rents, issues and profits when so collected, shall be held and applied as the court shall direct.

9. Mortgagor hereby transfers and assigns absolutely to Mortgagee as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control, following any default under this Mortgage or the Note secured hereby and delivery of notice of exercise of this assignment by Mortgagee to tenant or other user(s) of the Property. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

10. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Mortgagee and Mortgagor. All covenants and agreements of Mortgagor shall be joint and several.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage this 25 day of ___ March 2021.

BT Enterprises LLC WA ("Borrower")

By: *Brandon W. Strege*
Brandon W. Strege, Member

BT Enterprises LLC WA ("Borrower")

By: *Thomas A. Miller*
Thomas A. Miller
Member

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this 25 day of ---- March 2021, **Brandon W. Strege** and **Thomas A. Miller** ,
Members of BT Enterprises LLC WA who executed the foregoing instrument and acknowledged the same.

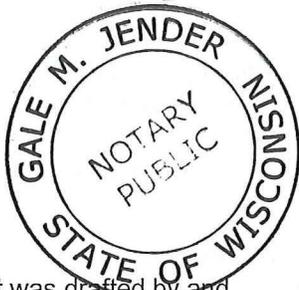
Witness my hand and official seal.

Notary Public, State of Wisconsin

Signature: *Gale M. Jender*

Printed Name: Gale M Jender

My Commission Expires: 10/8/24



This instrument was drafted by and upon recording should be returned to:

Patrick Schloss, Economic Director
Economic Development
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

“Exhibit C to Loan Agreement - CDBG”

GENERAL BUSINESS SECURITY AGREEMENT

This General Business Security Agreement (the “Security Agreement”) is entered into as of March 25, 2021 by and between BT Enterprises LLC WA (“Borrowers”), Limited Liability Corporations, and the City of West Allis, a Municipal Corporation organized and existing under the laws of the State of Wisconsin (“City”).

Whereas, the Borrowers seek funds from the City of West Allis pursuant to a Loan Agreement and a Promissory Note in the amount of Forty Thousand and 00/100 Dollars (\$40,000.00)-of even date herewith (the “Note”); and

Whereas, as security for the Borrowers repayment obligations under the Note, the Borrowers Brandon W. Strege and Thomas A. Miller, owners and members of BT Enterprises LLC WA have agreed to grant to the City a first position over all assets 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 consideration, the parties hereto agree as follows:

1. Definitions

(a) “Collateral” shall include the Borrowers’ 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 Borrowers, for the benefit of the City, in original principal amounts.

(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. First Security Interest. To secure the indebtedness to the City of West Allis ("City") of Borrowers, BORROWERS grants the City a security interest in all company assets, which may include one or more of the following:

(a) General Intangibles. All of BORROWERS'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 BORROWERS to secure any "Accounts" (as hereinafter defined).

(b) Accounts (Including Accounts Receivable). All of BORROWERS'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 Borrowers 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 BORROWERS'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 Borrowers' business, wherever located and whether in the possession of Borrowers, a warehouseman, a bailee, or any other person.

(d) Equipment. All BORROWERS'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 BORROWERS'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 BORROWERS'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 or attached to BORROWERS's business premises located at 7335 W Greenfield Avenue West Allis, WI, 53214.

(f) Chattel Paper, Documents and Instruments. All of BORROWERS'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 BORROWERS or City 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 BORROWERS 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. BORROWERS Warranties. BORROWERS warrant that while any of the Obligations are unpaid:

(a) Ownership. BORROWERS is the owner of the Collateral free of all encumbrances and security interests, and chattel paper constituting Collateral evidences 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, BORROWERS 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 BORROWERS 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 BORROWERS has genuine invoices, shipping documents or receipts.

(c) Enforceability. Each account, contract right and chattel paper constituting Collateral as of this date 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 BORROWERS 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 as of this date according to the terms of any Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.

(e) Financial Condition of Account. As of this date, BORROWERS have 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 BORROWERS are 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 BORROWERS's place of business, or if Borrowers has more than one place of business, then the address of Borrowers' chief executive office, is shown opposite Borrowers' signatures. The address where the Collateral will be kept, is 7335 W Greenfield Avenue., West Allis, WI 53214. 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. BORROWERS 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 BORROWERS and City (an "Event of Default"), BORROWERS may (a) sell inventory in the ordinary course of BORROWERS'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 BORROWERS shall assist City in so doing. Upon default, City may at any time and BORROWERS shall, upon request of 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 so notified, BT Enterprises LLC, WA , 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 Prior Creditors, City may require that all proceeds of Collateral received by BORROWERS shall be held by BORROWERS upon an express trust for City, shall not be commingled with any other funds or property of BORROWERS and shall be turned over to City in precisely the form received (but endorsed by BORROWERS 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 BORROWERS shall be applied against the Obligations in such order and at such times as City shall determine.

5. BORROWERS'S Covenants.

(a) Maintenance of Collateral. BORROWERS 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 BORROWERS 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. BORROWERS 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 BORROWERS 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 BT Enterprises LLC WA .

(c) Maintenance of Security Interest. BORROWERS 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. BORROWERS shall keep accurate and complete records respecting the Collateral in such form as City may approve. At such times as City may require, BORROWERS shall furnish to City a statement certified by BORROWERS 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 BORROWERS's records pertaining to it, wherever located, and make copies of records. BORROWERS 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, BORROWERS 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, BORROWERS shall not alter, modify, extend, renew or cancel any Collateral.

(h) Returns and Repossessions. Following any Event of Default,

BORROWERS shall promptly notify City of the return to or repossession by BORROWERS of goods underlying any Collateral and BORROWERS 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 Prior Creditors with respect to such Collateral:

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

Inability to Perform. Borrowers ceases to exist, or Borrowers becomes insolvent or the subject of bankruptcy, reorganization, or insolvency proceedings;

Misrepresentation. Any representation made to induce City to extend credit to Borrowers, 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 Prior Creditors with respect to such Collateral, the City may take possession of Collateral without notice or hearing, which Borrowers waives.

(b) Assembling Collateral. Subject to the City obtaining the written consent of the Prior Creditors with respect to such Collateral, the City may require Borrowers and BORROWERS 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 Borrowers 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. Borrowers 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 Borrowers 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 Borrowers.

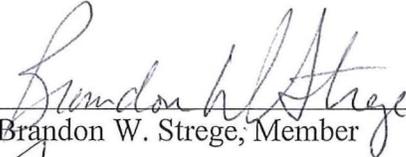
8. Persons Bound. This Agreement benefits City, its heirs, successors and assigns, and binds Borrowers and its heirs, successors and assigns.

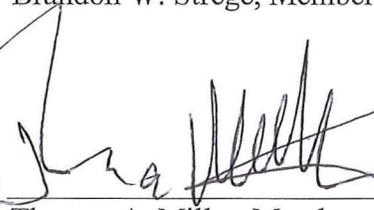
9. Interpretation. The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code. Invalidity of any provision of this Agreement shall not affect the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

Dated this 25 day of March, 2021.

BT Enterprises LLC WA

Address: 7335 W. GREENFIELD AVE
WEST ALIS, WI 53214
Wisconsin
County: Milwaukee

By: 
Brandon W. Strege, Member

By: 
Thomas A. Miller, Member

“Exhibit D to Loan Agreement (CDBG)”

CORPORATE GUARANTY

This Corporate Guaranty by the undersigned legally authorized representative of BT Enterprises, LLC WA (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, BT Enterprises, LLC WA (the "Borrower"), has requested the City to extend to it a loan in the original principal amount of Forty Thousand and 00/100 Dollars (\$40,000.00) (the "Loan"), the proceeds of which will be used towards the purchase of real estate and equipment at 7335 W. Greenfield Avenue, West Allis, Wisconsin, (the "Project"); and,

WHEREAS, the Loan to the Borrower will be secured with a Corporate Guaranty from BT Enterprises, LLC WA.

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in a Loan Agreement dated as of March 25, 2021 (the "Loan 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).

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

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 Loan Agreement (the Guarantor hereby consents to any transfer of the Note and/or Loan 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 25 day of March, 2021.

CITY OF WEST ALLIS ("City")

BT ENTERPRISES, LLC WA ("Borrowers")

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

By: [Signature]
Brandon W. Strege, Member

By: [Signature]
Thomas A. Miller, Member

State of Wisconsin)
: ss
Milwaukee County)

Personally came before me this 25 day of March _____, 2021 the above-named Brandon W. Strege and Thomas A. Miller 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]
Print Name: Gale M. Jender

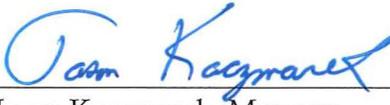
My Commission: 10/8/24

Acceptance:

This Corporate Guaranty is hereby accepted this 25 day of March 2021, by the City of West Allis.

CITY OF WEST ALLIS ("City")

By: 
Patrick Schloss, Executive Director
Economic Development

Attest: 
Jason Kaczmarek, Manager
Director of Finance/Comptroller

Examined and approved as to form
and execution this 1 day of
March, 2021


Nicholas S. Cerwin, City Attorney

Economic Development Project/Loan Program

Employee Income Data Form

Employer:

After the new and current employees have completed the "Employee Income Certification Form," please provide the following information for all employees (new, current, retained, terminated) that were hired as a result of the Economic Development Project/Loan Program project.

1. **Name and Address of Employer:**

Name: _____
Address: _____
City: _____ State: _____ Zip: _____

2. **Name and Address of Employee:**

Name: _____
Address: _____
City: _____ State: _____ Zip: _____

3. **Employee Identification Number (or S.S.#):** _____

4. **Job Title:** _____

5a. **Date Hired:** _____

5b. **Date Terminated, if applicable:** _____

5c. **Date Retained:** _____

5d. **Date Replacement Hired:** _____

6. **Average Hours Per Week Worked:** _____
____ Full time or ____ Part time

7. **When hired, was the employee LMI (Low and Moderate Income)?**

Yes _____ No _____

Are there employer sponsored healthcare benefits? _____

Were you unemployed prior employment? _____

8. Category of work (Please Circle One)

Office & Manager	Craft Workers (skilled)
Technicians	Operators (Semi skilled)
Sales	Laborers
Office & Clerical	Service Worker

Exhibit F, G, H



February 17, 2021

Mr. Brandon W. Strege and Mr. Thomas A. Miller
c/o BT Enterprises LLC WA
S93 W31610 Gena Drive
Mukwonago, WI 53149

Dear Mr. Strege and Mr. Miller:

Pursuant to your application and information provided by you regarding the acquisition of real estate at 7335 W. Greenfield Avenue, the Common Council of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the federal Community Development Block Grant regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be Brandon W. Strege and Thomas A. Miller, owners and members of BT Enterprises LLC WA of S93 W31610 Gena Drive, Mukwonago, WI 53149.
2. Guarantors. BT Enterprises LLC WA
3. Project. Loan proceeds are to be used for the acquisition of real estate at 7335 West Greenfield Avenue, West Allis, WI, 53214.
4. Loan Amount. The loan amount shall not exceed Forty Thousand Dollars (\$40,000). Disbursement of the aggregate principal will be at loan closing. The loan will be evidenced by a note payable by the Borrower to the City.
5. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be three and quarter percent (3.25%) fixed rate. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0 %) per annum until paid.
6. Term. The term of this loan shall be for 2.75 years (33 months) with a 20-year amortization.
7. Payments. Payments will be as follows:

Estimated payment of \$226.88 per month.

Full principal and interest payments will commence on the first month following closing and continue until maturity. At maturity, the loan will have a balloon payment for the balance of outstanding principal.
8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such

charge shall exceed the maximum amount which may be charged according to law.

9. Security. As security for the loan, the Borrower will deliver to the City:

A. A first mortgage on the real estate at 7335 W. Greenfield Avenue.

B. A first position General Business Security Agreement on the assets of Mis Suenos Restaurant.

10. Loan Processing Fee. A non-refundable fee of Four Hundred Dollars (\$400.00) to be paid upon acceptance and delivery of this Commitment. (Borrower may elect to include this fee in the terms of the note). The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.

11. Maturity Date. This loan shall mature April 1, 2024.

12. Closing Date. The loan shall close on or before March 26, 2021.

13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.

14. Duns Number. Borrower must provide a Duns number as proof of application by closing and provide a federal identification number to the City.

15. IRS W-9. The Borrower shall complete a W-9 and provide the document to the City.

16. Job Creation/Retention. Borrower agrees to the following:

To create two (2) full-time equivalent permanent positions over the next two (2) years of which at least fifty-one percent (51%) to be held by low-to-moderate income persons. A Beneficiary Reporting form is attached as Attachment A, that must be completed by all new hires.

17. Insurance. Borrowers shall provide at or prior to closing evidence of insurance in the form of a certificate listing the City of West Allis as an additional insured for property, auto, and business liability insurance.

18. General Conditions. All of the terms and conditions contained in the attached "General Conditions" - Federal Requirements (Attachment B) for economic development loans and "General Conditions - Equipment" (Attachment C) are incorporated into this Commitment.

19. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City and if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before February 28, 2021, along with the non-refundable loan processing fee and the written guarantee of the loan by Brandon W. Strega and Thomas A Miller. If not so accepted, the City shall have no further obligation hereunder.

CITY OF WEST ALLIS

2-18-21

Date: _____

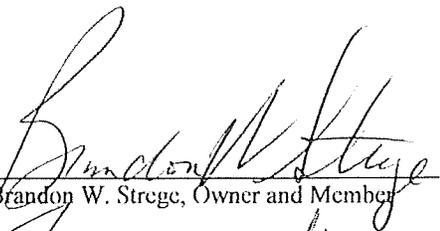


By: _____
Patrick Schloss, Executive Director
Economic Development

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

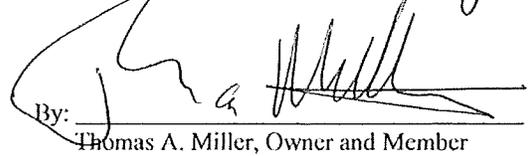
BT ENTERPRISES LLC WA

Date: 2/19/2021



By: _____
Brandon W. Stregc, Owner and Member

Date: 2-19-2021



By: _____
Thomas A. Miller, Owner and Member

Received Acceptance and Loan Processing Fee:

Shaun Mueller

By: _____
Shaun Mueller
Development Project Manager

2-24-21

Date: _____

Attachments

L:\Economic Development\Economic Development Loans\BT Enterprises LLC\Commitment Letter\BT Enterprises LLC - WA - Com Letter.docx



Attachment A
Economic Development Program/Loan Program - Project Beneficiary
Profile

West Allis is able to offer this service/program through a grant from the federal government. One requirement of this grant is that the City keeps track of all the individuals this program assists by family size and income level. To help with this requirement, we ask for your assistance. Please complete the information required below so that we may track the individuals we are assisting through this program. Please be aware the information is completely confidential and will not be released but is for record keeping and required federal reporting purposes only.

Thank you for your cooperation.

Name: _____ Address: _____
 Phone #: _____

RACE: (You MUST mark one)

<input type="checkbox"/> White	<input type="checkbox"/> Black/African American
<input type="checkbox"/> Asian	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> American Indian/Alaskan Native and White
<input type="checkbox"/> Asian & White	<input type="checkbox"/> Black/African American and White
<input type="checkbox"/> American Indian/Alaskan and Black/African	
<input type="checkbox"/> Other Multi-Racial	

ETHNICITY: (You MUST mark one) Hispanic Non-Hispanic

Family Size and Income Levels (2020): (Please circle one)

Below you will find a chart listing the various income levels. Find your family* size along the top of each column. Then circle the lowest income ** amount which exceeds your family income.

Income Level	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Extremely Low	17,650	20,150	22,650	25,150	27,200	29,200	31,200	33,200
Low	29,350	33,550	37,750	41,900	45,300	48,650	52,000	55,350
Moderate	46,950	53,650	60,350	67,050	72,450	77,800	83,150	88,550
Non-Low/Moderate	46,951+	53,651	60,351+	67,051+	72,451+	77,800+	83,151	88,551

Female Head of Household – (please circle) Yes or NO

* "Family" means all persons residing in the same household.
 ** "Income" means that of all members of the family over 18 years of age. However, unearned income (such as income from trust funds or investments) must be included regardless of the age of the beneficiary. Income includes wages, pensions, social security benefits, rents, and interest from any asset.

I understand that the information provided in this certification is subject to verification by the City of West Allis and/or HUD.

 Signature

Economic Development Project/Loan Program

Employee Income Data Form

Employer:

After the new and current employees have completed the "Employee Income Certification Form," please provide the following information for all employees (new, current, retained, terminated) that were hired as a result of the Economic Development Project/Loan Program project.

1. **Name and Address of Employer:**

Name: _____
Address: _____
City: _____ State: _____ Zip: _____

2. **Name and Address of Employee:**

Name: _____
Address: _____
City: _____ State: _____ Zip: _____

3. **Employee Identification Number (or S.S.#):** _____

4. **Job Title:** _____

5a. **Date Hired:** _____

5b. **Date Terminated, if applicable:** _____

5c. **Date Retained:** _____

5d. **Date Replacement Hired:** _____

6. **Average Hours Per Week Worked:** _____
____ Full time or ____ Part time

7. **When hired, was the employee LMI (Low and Moderate Income)?**

Yes _____ No _____

Are there employer sponsored healthcare benefits? _____

Were you unemployed prior employment? _____

8. Category of work (Please Circle One)

- | | |
|-------------------|--------------------------|
| Office & Manager | Craft Workers (skilled) |
| Technicians | Operators (Semi skilled) |
| Sales | Laborers |
| Office & Clerical | Service Worker |

ATTACHMENT "B" TO GENERAL CONDITIONS
CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOAN
FEDERAL REQUIREMENTS

BORROWERS: BT Enterprises LLC WA
COMMITMENT: February 17, 2021
LOAN AMOUNT: \$40,000

This Loan is funded with Federal Community Development Block Grant Funds. Borrowers will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the Loan.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR PART 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

D. Title I of the Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336), and implementing regulations. The Act prohibits discrimination against any qualified individual with a disability because of his or her disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

II. Equal Employment Opportunity. (All Loans Exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The Borrowers will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Borrowers shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The Borrowers will, in all solicitations or advertisements for employees placed by

or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The Borrowers will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Borrowers certify that they will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. Borrowers will cooperate with the City in carrying out the following:

A. Consent to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Are authorized to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such official.

VIII. Historic Preservation. Borrowers will comply with the requirements for historic preservation, identification and review set forth in section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and

HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The Borrowers will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

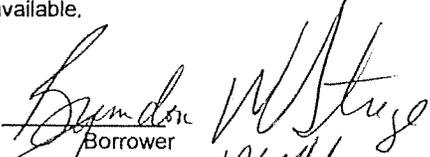
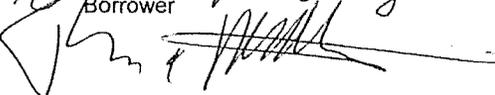
XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the Borrowers will agree that any such work will be done in accordance with such laws and regulations.

XIV. Fraud. The Borrowers have not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

XV. Remedies for Noncompliance. In the event of Borrowers' noncompliance with any of the provisions of these FEDERAL REQUIREMENTS, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payments under the Loan Agreement until Borrowers comply; and/or
- B. Immediate cancellation, termination or suspension of the Loan Agreement, in whole or in part.
- C. Other remedies that may be legally available.

City


Borrower


Attachment C
CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOANS
GENERAL CONDITIONS
(EQUIPMENT)

Borrower: BT Enterprises LLC WA

Commitment: February 17, 2021

Loan Amount: \$40,000

In addition to the other terms and conditions set forth in the Commitment, the Loan is subject to the following general requirements, terms and conditions and borrower representations:

1. Closing. Closing is defined as the execution and delivery of the Note and other required Loan Documents by and between the City and the Borrower. Time is of the essence with respect to the closing date. There can be no extensions of the closing date unless applied for in writing and granted in writing at least ten (10) days prior to the original closing date.

2. Job Creation. With one year of closing, the Project will create or have created at least the number of permanent, full time jobs for low to moderate income persons indicated in the Commitment Letter. The Borrower will agree that the jobs created will be held by low to moderate income persons and that it will provide training for any of those jobs requiring special skills or education; and, will give to the City, upon demand, such information as the City may deem necessary to document this requirement. A low to moderate income person is defined as a member of a low to moderate income family within the current applicable income limits for the section 8 Rental Assistance Program administered by the City.

3. Need for Assistance. Borrower represents that the Project would not be undertaken unless the public funding on which it is based becomes available, as the Borrower can maximally raise only a portion of the debt and equity funds necessary to complete the Project.

4. Federal Regulations. Throughout the term of the Loan, the Borrower will comply

with all applicable federal regulations set forth on Attachment A, Federal Regulations.

5. Loan Documentation. Borrower shall execute and deliver to the City an Economic Development Loan Agreement, and all other Loan documents which the City shall deem necessary or require relative to the completion of the Loan. Such documents shall be in form, substance and content satisfactory to the City. All documents and data pertaining to the legal aspects of the transaction are subject to the approval of the City Attorney. Borrower shall provide such other documentation and/or assurances as the City or its Attorney may reasonably require.

6. Other Documentation. Prior to closing, to the extent required by the City, the Borrower shall furnish to the City in form and content acceptable to the City:

(a) Current reports of the Wisconsin Secretary of State and of the Milwaukee County Register of Deeds evidencing all perfected security interests in the Project equipment and fixtures and copies of all financing statements filed in connection therewith.

(b) All appropriate documents evidencing the existence and good standing of the Borrower and any guarantors and resolutions authorizing the Project and the Loan and directing the appropriate officers or partners of the Borrower, as the case may be, to execute and deliver the Loan documents.

(c) Evidence from the appropriate governmental authorities and such other evidence, certificates or opinions as the City may require showing or stating that the Borrower's business facilities and operations will comply with all applicable zoning, building, health, environmental, safety and other laws, rules and regulations.

(d) Such policies or other evidence of coverage acceptable to the City of all insurance required under the Loan Documents.

(e) A certified copy of each license, permit and franchise agreement necessary or required to conduct the Borrower's business operation.

(f) All Loan Documents which the City shall deem necessary or require relative to the completion of the subject Loan, including the Note, security agreements and such financing statements as are required for the perfection thereof.

7. Legal Matters. The Borrower's counsel shall furnish opinions satisfactory to the City that the Borrower is legally existing and is in good standing in all jurisdictions where it transact business; that the Loan Documents are legal, binding and enforceable in accordance with their terms; that the Loan Documents, and the Borrower's obligations thereunder, do not contravene the terms and conditions of any agreement to which the Borrower is a party or by which the Borrower is bound; and that there are no judicial or administrative actions, suits or proceedings pending or threatened against or affecting the Borrower or the Project. The Borrower shall cause counsel for the guarantors to deliver to the City legal opinions covering the same matter for the Guarantors. Such opinions shall be dated as of closing.

8. Costs. All costs and expenses incidental to the making, administration and enforcement of the Loan, including fees and expenses of the City's counsel, if any, shall be paid by the Borrower, whether or not the Loan closes.

9. Adverse Change. The City shall not be obligated to close the Loan if, as of the closing date, there shall be a material adverse change in the value of the business or financial condition of the Borrower or of any guarantor.

10. Bankruptcy. The City shall not be obligated to close the Loan if prior to closing the Borrower or any guarantor or any party who has a financial or business interest in or relationship with the Borrower becomes insolvent or the subject of state insolvency proceedings or a receiver, trustee or custodian or other similar official is appointed for, or takes possession of any part of the property of such party or any such party takes any action to become, or is named, the subject of proceedings under the federal bankruptcy code or state receivership statutes.

11. Transfer Restriction. Except as otherwise provided in the Commitment, the Loan documents shall provide that, during the term of the Loan, or any extension thereof, no sale, conveyance, mortgage, transfer or grant of any interest in encumbered real estate, if any, or any part thereof, nor any sale, assignment, pledge, transfer or grant of any interest or right in any shares of stock or partnership interest in the Borrower shall be made without the prior written consent of the City. The Borrower will continuously maintain its existence and right to do business in the City of West Allis.

12. Other Liens and Fixtures. Except as otherwise provided in the Commitment, the Loan documents shall provide that the Borrower shall not create, nor permit to exist, any liens on, or security interest in, any Project equipment, except the lien of the City, or other personal property or fixtures owned by the Borrower or any guarantors and used or usable in connection with the operation of the Borrower's business and shall not lease any such equipment, property or fixtures without the prior written consent of the City.

13. Insurance and Condemnation Proceeds. Except as otherwise provided in the Commitment, the Loan documents shall provide that all insurance and condemnation proceeds shall be applied to the Note, whether or not then due and payable.

14. Environmental Matters. Borrower represents and warrants to the City that to the best of Borrower's knowledge and belief, and after reasonable inquiry, that its business operations and facilities have not violated, do not nor will they violate any environmental laws, regulations, ordinances, orders or similar governmental restrictions; and the facility is not within a government identified area of contamination; and the facility and any site in the vicinity of the same are not nor have been the site of any oil, hazardous waste or other toxic substance or storage.

15. Use of Funds. The Borrower will use the proceeds of the Loan in the manner set forth in the Commitment Letter.

16. Prohibition Against the Borrower's Assignment.

The Commitment is not assignable or transferable by the Borrower.

17. Not Joint Venture. The City shall not be deemed to be a partner or joint venturer with the Borrower and Borrower shall indemnify and hold the City harmless from any and all damages resulting from such a construction or alleged construction of the relationship of the parties.

18. Entire Agreement. The Commitment shall supersede all prior written or oral understandings with respect thereto; provided, however, that all written and oral representations of the Borrower, any principal of the Borrower or any guarantor to the City shall be deemed to have been made to induce the City to make the Loan. No modification or waiver of any provision of the Commitment shall be effective unless it is in writing signed by the City.

19. Compliance with Laws. The Borrower shall comply fully with all applicable local, state and federal laws, ordinances, rules and regulations relating to the operation and management of its business, including, without limitation, all such legal matters relating to zoning, subdivision, safety of construction, building codes, land use, environmental protection and conservation. The Borrower shall immediately notify the lender in writing of any notice received from any governmental entity indicating that the Borrower is, or may be in violation of such laws, ordinances, rules or regulations.

20. Complete Performance and Waiver. If the Borrower fails to comply fully with the provisions of this Commitment, the City shall be under no obligation to close the Loan. The waiver by the City of any of the conditions contained herein shall be in writing.

21. Duration of Commitment. If timely accepted, the Commitment shall remain in full force and effect until the closing date as originally scheduled in the Commitment. If the closing does not occur by the closing date or is not extended in accordance with the terms of the Commitment, the City shall have no further obligation under the Commitment.

22. Wisconsin Law. The subject Loan is to be governed by and shall be construed according to the laws of the State of Wisconsin. Any action regarding the subject loan shall be brought and maintained in the federal or state courts in Milwaukee County, Wisconsin.

23. Financial and Other Data. Prior to closing, the Borrower and each guarantor shall furnish to the City:

(a) Organizational Documents. If a corporation, its articles of incorporation, by-laws, certificate of good standing and a list of current officers and directors; if a partnership, its partnership agreement and certificate of limited partnership (if a limited partnership) and a list of current partners; and

(b) Financial Statements. Current statements of financial condition and earnings.

24. Annual Financial Statements. During the life of the Loan, the Borrower and the guarantors, if any, shall furnish the City with annual financial statements as the City shall reasonably require. The City shall have the right to inspect any related books of account.

25. Representation. The Borrower represents to the City that all information provided to the City to induce the City to issue the Commitment is true and correct.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is entered into as of March 25, 2021 by and between **BESTrege LLC** ("Assignor") and **BT Enterprises LLC WA** ("Assignee") and collectively referred to as Parties. All terms used, but not defined, herein shall have the meanings ascribed to them in the Loan Agreement (defined below).

WHEREAS, Assignor, entered into a loan agreement and note in May of 2013 for an economic development loan from the City of West Allis Economic Development loan program, approved under Resolution R-2013-0122, for a loan in the amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) (attached hereto and incorporated herein by this reference is Attachment A – Loan Agreement and Attachment B – Note; collectively the "Loan Agreement"); and,

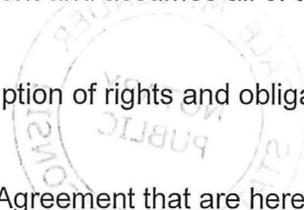
WHEREAS, Assignor has agreed to assign to Assignee all of its rights and obligations under the Loan Agreement with respect to the outstanding Economic Development loan that are identified on the schedule attached hereto as Attachment C – Loan Balance and Payments; and,

WHEREAS, the City approved under Resolution R-2020-0745 the Assignment and Assumption Agreement between Parties; and,

WHEREAS, Assignee has agreed to assume the rights and obligations of the Loan Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's rights and obligations under the Loan Agreement including all necessary remaining payments of the outstanding loan balance and interest associated with the repayment of the Note.
2. Assumption. Assignee hereby accepts the foregoing assignment and assumes all of the rights and obligations of Assignor under the Loan Agreement.
3. Effective Date. The date on which the assignment and assumption of rights and obligations under the Loan Agreement is effective as of March 25, 2021.
4. Successors. All future transfers and assignments of the Loan Agreement that are hereby assigned are subject to the transfer and assignment provisions of the Loan Agreement. This Assignment and Assumption Agreement shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the parties hereto.
5. Counterparts. This Assignment and Assumption Agreement may be executed in counterparts, each of which shall be an original, but all of which together constitute one and the same instrument.



IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officials, hereby execute and deliver this Assignment and Assumption Agreement, together with Attachments A, B, and C, effective as of the date set forth in Section 3 above.

BESTrege LLC ("ASSIGNOR")

By: Bruce H. Strege

Name: Bruce H. Strege

Date: 3-25-2021

State of Wisconsin)
: ss
Milwaukee County)

Personally came before me this 25 day of March _____, 2021 the above-named Bruce H. Strege to me known to be the person who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.

Gale M Jender
Gale M Jender
Exp. 10/8/24



BT ENTERPRISES LLC WA ("ASSIGNEE")

By: Brandon W. Strege By: [Signature]

Name: Brandon W. Strege Name: Thomas A. Miller

Date: 3/25/2021 Date: 3/25/2021

State of Wisconsin)
: ss
Milwaukee County)

Personally came before me this 25 day of March _____, 2021 the above-named Brandon W. Strege and Thomas A. Miller to me known to be the person who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.

[Signature]
Gale M Jender
Exp: 10/8/24



City of West Allis ("City")

By: Patrick Schloss

Name: Patrick Schloss

Title: Economic Development Executive Director

Date: March 25, 2021

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

Nicholas S. Cerwin
Nicholas S. Cerwin
Principal Assistant City Attorney

L:\Economic Development\Economic Development Loans\BT Enterprises LLC\Loan Documents\FINAL DOCS\Assignment and Assumption Agreement 3.3.21 final.docx

