

## LOAN AGREEMENT

**THIS AGREEMENT** is made and entered into this 17<sup>th</sup> day of June, 2021, by and between the West Allis Brewing Property LLC, and Ope Brewing Company LLC, Wisconsin limited liability companies (hereinafter the "Borrowers"), having its principal office at 6749-6751 W. National Ave., 67\*\* W. National Ave., & 67\*\* W. Mitchell St, West Allis, Wisconsin 53214 and, the **CITY OF WEST ALLIS**, a Municipal Corporation, organized and existing under the laws of the State of Wisconsin (hereinafter "City").

**WHEREAS**, the Borrowers is located within Tax Increment Financing District Number Fourteen (68<sup>th</sup> & Mitchell) boundaries and was determined to be eligible by the City for Economic Development Assistance; and,

**WHEREAS**, the Borrowers desire to use the loan proceeds for the purchase and acquisition of real estate and improvements, leasehold improvements, purchasing equipment and inventory and working capital to use at the establishment brewery and entertainment venue called Ope Brewing Company located at 6749-6751 W. National Ave., 67\*\* W. National Ave., & 67\*\* W. Mitchell St., West Allis, WI, (hereinafter "Project"); and,

**WHEREAS**, the corporation is owned and operated by John P. Onopa, Adam R. Anders and Kyle E. Ciske located at 6749-6751 W. National Ave., 67\*\* W. National Ave., & 67\*\* W. Mitchell St., West Allis, WI, 53214; and,

**WHEREAS**, the Borrowers has made application for One Hundred Thousand and 00/100 Dollars (\$100,000) from the City for the purchase and acquisition of real estate and improvements, leasehold improvements, purchasing equipment and inventory and working capital to use at the establishment brewery and entertainment venue called Ope Brewing Company located at 6749-6751 W. National Ave., 67\*\* W. National Ave., & 67\*\* W. Mitchell St. (the "Loan"); and,

**WHEREAS**, the City is willing to make the Loan and the Borrowers are willing to accept the Loan in accordance with the following terms and conditions.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual representations, warranties, assurances, covenants and agreements hereinafter set forth, the parties agree as follows:

1. The City shall loan to the Borrowers the following:
  - A. A loan in the maximum sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) pursuant to the terms and conditions of a Promissory Note, hereby incorporated within, in the form attached hereto as **Exhibit "A"** (hereinafter the "Note"); and,
  - B. A subordinate mortgage on the real estate at 6749-51 W. National Ave., 67\*\* W. National Ave., & 67\*\* W. Mitchell St, hereto as **Exhibit "B"** hereby incorporated within subordinate to the financial interests of Citizens Bank and Wisconsin Business Development; and,
  - C. A General Business Security Agreement on the business assets of West Allis Brewing Property LLC and Ope Brewing Company LLC subordinate to the financial interests of Citizens Bank and Wisconsin Business Development only attached hereto as Exhibit "C."
  - D. Unlimited Personal Guaranty from John P. Onopa, Adam R. Anders and Kyle E. Ciske attached hereto as **Exhibit "D."**
  - E. All documents listed above are collectively referred to along with the Loan

Agreement as the "Loan Documents".

2. The proceeds of the Loan will be disbursed by the City to 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. Subordinate mortgage on the real estate at 6749-51 W. National Avenue subordinate to the financial interests of Citizens Bank and Wisconsin Business Development only.
  - B. A General Business Security Agreement on the business assets of West Allis Brewing Property LLC and Ope Brewing Company LLC subordinate to the financial interests Citizens Bank and Wisconsin Business Development only.
  - C. Unlimited Personal Guaranty from John P. Onopa, Adam R. Anders, and Kyle E. Ciske attached 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 loan from the City, the Borrowers agree to add twelve (12) full-time equivalent positions over the next two years.
  - B. Full-time equivalent positions are defined by an employee working forty (40) hours per work week or a combination of part-time employees whose hours collectively total forty (40) hours.
  - C. For the Job Creation requirement of the loan, the Borrowers agrees to the following:
    - (1) A listing by job title of all permanent jobs filled
    - (2) The listing and written certifications for positions created by the Borrowers must be provided semi-annually to the Economic Development Program of the City of West Allis.
5. The Project 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. Intentionally Deleted

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 Borrower's accounting practices for the prior year. These financial statements may be submitted electronically or provided in paper format to the Economic Development Program within 60 days from the end of the Borrower's fiscal year.

B. The Borrowers will file when due or obtain valid extensions for all federal and state income and other tax returns which are required to be filed and will pay all taxes shown on said returns and on all assessments received by it to the extent that such taxes shall have become due. The Borrowers 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 West Allis Brewing Property LLC and Ope Brewing Company, 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 Borrower's property shall be usefully preserved, and will comply with all applicable laws and regulations governing the conduct of the Borrower's business and the terms of any indenture, contract or other instrument to which the Borrowers may be a party or under which it or its property may be bound, if noncompliance will have a material adverse effect upon its financial condition, except where contested in good faith and by proper proceedings.

F. The Borrowers shall pay to the City, upon demand, all reasonable charges, personal property taxes, real estate taxes, water utility bills, and special assessments, charges or fines, and expenses of every kind or description, including, but not limited to, actual/reasonable attorney's fees and expenses of litigation and any and all expenses incurred by the City in seeking relief from the automatic stay or any other bankruptcy proceedings, and other expenses (of the type customarily charged by the City) incurred or expended by the City in connection with or in any way related to the City's relationship with the Borrowers, with respect to the transactions contemplated by this Agreement or any other Loan Document, whether hereunder or otherwise.

G. The Borrowers shall immediately notify the City in writing of the occurrence of any failure by it to observe or perform any covenant or agreement contained in any Loan Document or any other default hereunder or under any other Loan

Document.

H. At closing of the Loan the Borrowers shall have good and marketable title to the real estate and equipment subject to the mortgages or liens as herein provided. During the term of the Loan, all such property will be insured for replacement cost value and to the extent required in the exercise of prudent business judgment.

9. All statements contained in any certificate, instrument or document delivered by or on behalf of any of the parties pursuant to this Agreement and the transactions contemplated hereby shall be deemed representations and warranties by the respective parties hereunder unless otherwise expressly provided herein. The representations, assurances and covenants contained in this Agreement shall survive the closing and continue in full force and effect for the duration of the Loan. No examination or investigation by or on behalf of the City shall have the effect of estopping the City from asserting breach or failure of any such representation or warranty or constitute or operate as a waiver of any such representation or assurance in whole or in part.

10. The Loan shall be into escrow or closed at the City of West Allis City Hall, Economic Development Program, located at 7525 W. Greenfield Avenue, West Allis, WI, at a mutually agreeable time within thirty (30) days of the date of execution of this Agreement. The City's obligation to fund the Loan is conditioned upon the Borrowers providing the City, prior to the date of closing:

A. Any preconditions for closing set forth in **Exhibit "E"** attached hereto and incorporated within to this Agreement; the Loan Commitment Letter dated March 11, 2021 and accepted by the Borrowers on May 2, 2021.

B. Any and all valid termination statements, releases or subordination agreements the City may require to guaranty that the security for the Loan has the priority positions called for by this Agreement.

C. All Loan Documents which the City shall deem necessary or required relative to the completion of the Loan, including the Note, UCC Lien, Unlimited Personal Guaranty, and such other financial statements as are required for the perfection thereof. Policies shall provide evidence of coverage acceptable to the City that includes fire and hazards coverage for all real property and equipment pertaining to this loan, liability coverage for the business, etc. Evidence of insurance shall be provided by a Certificate of Insurance listing the City of West Allis and its officers (elected and appointed), employees, agents and volunteers as additional insured on the insurance policies. The Borrower's evidence of insurance must insure the City up to specified limits, and the Borrowers agree to submit all documents as requested by the City Attorney. All insurance documents provided by the Borrowers must be in a form approved by the City Attorney.

D. Confidential financial statements from West Allis Brewing Property LLC and Ope Brewing Company

E. West Allis Brewing Property LLC and Ope Brewing Company statements were incorporated into the project file.

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

G. The Company must be able to provide a Certificate of Good Standing from

the Wisconsin Department of Financial Institutions.

H. In the event the Borrowers are unable to satisfy the conditions of this section, the City's obligation to fund the Loan shall terminate and be of no further force or effect.

11. In the event of a nonpayment by the Borrowers of any sum of money at the time or times when the payment shall become due; or the failure to observe or perform any of the covenants or agreements by the Borrowers to be kept and performed under the Loan Documents; or the breach of any representation, warranty or assurance made in the Loan Documents by Borrowers or in any document furnished under the terms of any Loan Document; then, in such case, the whole amount of principal due on the Note shall, at the option of the City, become immediately due and payable without any notice whatsoever, which is hereby waived, and the same, together with all sums of money which may be or have been paid by the City in connection therewith, plus interest thereon at the rate aforesaid, shall thereupon be collectible in a suit of law, in the same manner as if the whole of said principal sum had been made payable at the time when any such default shall occur; and, the Borrowers covenants and agrees that it will pay to the City all expenses incurred therein, and in addition to the taxable costs in such suit, a reasonable sum of money as attorneys' fees, to be included with the expenses above mentioned in the judgment or decree.

12. Each of the parties to this Agreement is entitled to all remedies in the event of default or breach provided at law or in equity. Any forbearance by the City in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

13. Any notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Borrowers:	John P. Onopa Adam R. Anders Kyle E. Ciske c/o West Allis Brewing Property LLC and Ope Brewing Company, LLC 4465 N. 100 <sup>th</sup> St. Wauwatosa, WI 53225
If to the City:	City of West Allis Economic Development Program 7525 West Greenfield Avenue West Allis, Wisconsin 53214 Attn: Economic Development Executive Director

All such notices or other communications, if mailed, shall be deemed given three (3) days after having been post marked.

14. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder or of the Loan Documents shall be assigned without the prior written consent of the other parties.


15. This Agreement and the performance of transactions contemplated hereby shall be governed by, construed and enforced under and in accordance with the laws of the State of Wisconsin.


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


SIGNATURES CONTINUE ON NEXT PAGE


CITY OF WEST ALLIS ("City")

West Allis Brewing Property LLC and  
Ope Brewing Company, LLC ("Borrowers")

By:   
Patrick Schloss, Executive Director  
Economic Development

By:   
John P. Onopa, Owner & Member

By:   
Adam R. Anders, Owner & Member

By:   
Kyle E. Ciske, Owner & Member

Attest:   
Jason Kaczmarek  
Director of Finance

**“Exhibit A to Loan Agreement”**

\$100,000.00

West Allis, Wisconsin  
October 20, 2021

**NOTE**

**FOR VALUE RECEIVED**, the undersigned, West Allis Brewing Property LLC, and Ope Brewing Company LLC, Wisconsin limited liability companies ("Borrowers"), promises to pay to the order of the City of West Allis, a municipal corporation ("City" or "Holder"), the sum of One Hundred Thousand and no/100 Dollars (\$100,000.00) together with interest at the rate of three and three quarter percent (3.25) per annum, until paid in full. Per the attached amortization schedule, the loan will have a period of interest only payments for the first six months following closing in the amount of \$270.83. Upon the seventh month, the loan will have in equal monthly payments of principal and interest of \$487.32 due and payable on or before the first day of each month, commencing on May 1, 2022 with an anticipated completion date on the 300 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 itself, its successors and assigns, hereby expressly waives presentment for payment, notice of dishonor, presentment, and notice of protest, protest and all diligence of collection.

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

As liquidated damages for the additional expenses incurred by the Holder of this Note, because of the failure of the Borrowers to make prompt payment, the Holder may collect a late charge not to exceed one percent (1%) per month on each dollar of each payment on this Note which is more than ten (10) days in arrears; provided, that no such charge shall exceed the maximum amount which may be charged according to law.

If any installment of principal or interest is not paid when it becomes due, or if default occurs in the performance or compliance with the covenants and conditions of any instrument securing the indebtedness evidenced by this Note, or in the Loan Agreement pursuant to which this Note is given, the Holder may, at its option, to be exercised at any time thereafter, declare the entire unpaid balance of principal and accrued interest immediately due and payable, without notice or demand, both notice and demand being hereby expressly waived. The Holder's failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Thereafter, in lieu of late charges and any other interest provided for in this Note, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0%) per annum until paid.


This Note is secured by a subordinate position Mortgage, a subordinate position General Business Security Agreement, as well as an Unlimited Personal Guarantee from John P. Onopa, Adam R. Anders, and Kyle E. Ciske


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


This Note is executed in and is governed by the laws of the State of Wisconsin. Invalidity of any provision shall not affect the validity of any other provision. Without affecting the liability of the 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.



**West Allis Brewing Property LLC and  
Ope Brewing Company, LLC ("Borrowers")**

By:   
John P. Onopa, Owner & Member

By:   
Adam R. Anders, Owner & Member

By:   
Kyle E. Ciske, Owner & Member

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
Draw	10/20/2021		-100,000.00					100,000.00
1	11/1/2021	1	0.00	108.36	0.00	0.00	108.36	100,000.00
2	12/1/2021	1	0.00	270.83	0.00	0.00	270.83	100,000.00
<i>Due in 2021</i>			<i>0.00</i>	<i>379.19</i>	<i>0.00</i>	<i>0.00</i>	<i>379.19</i>	
3	1/1/2022	1	0.00	270.83	0.00	0.00	270.83	100,000.00
4	2/1/2022	1	0.00	270.83	0.00	0.00	270.83	100,000.00
5	3/1/2022	1	0.00	270.83	0.00	0.00	270.83	100,000.00
6	4/1/2022	1	0.00	270.83	0.00	0.00	270.83	100,000.00
7	5/1/2022	2	216.49	270.83	0.00	0.00	487.32	99,783.51
8	6/1/2022	2	217.07	270.25	0.00	0.00	487.32	99,566.44
9	7/1/2022	2	217.66	269.66	0.00	0.00	487.32	99,348.78
10	8/1/2022	2	218.25	269.07	0.00	0.00	487.32	99,130.53
11	9/1/2022	2	218.84	268.48	0.00	0.00	487.32	98,911.69
12	10/1/2022	2	219.43	267.89	0.00	0.00	487.32	98,692.26
13	11/1/2022	2	220.03	267.29	0.00	0.00	487.32	98,472.23
14	12/1/2022	2	220.62	266.70	0.00	0.00	487.32	98,251.61
<i>Due in 2022</i>			<i>1,748.39</i>	<i>3,233.49</i>	<i>0.00</i>	<i>0.00</i>	<i>4,981.88</i>	
15	1/1/2023	2	221.22	266.10	0.00	0.00	487.32	98,030.39
16	2/1/2023	2	221.82	265.50	0.00	0.00	487.32	97,808.57
17	3/1/2023	2	222.42	264.90	0.00	0.00	487.32	97,586.15
18	4/1/2023	2	223.02	264.30	0.00	0.00	487.32	97,363.13
19	5/1/2023	2	223.63	263.69	0.00	0.00	487.32	97,139.50
20	6/1/2023	2	224.23	263.09	0.00	0.00	487.32	96,915.27

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
21	7/1/2023	2	224.84	262.48	0.00	0.00	487.32	96,690.43
22	8/1/2023	2	225.45	261.87	0.00	0.00	487.32	96,464.98
23	9/1/2023	2	226.06	261.26	0.00	0.00	487.32	96,238.92
24	10/1/2023	2	226.67	260.65	0.00	0.00	487.32	96,012.25
25	11/1/2023	2	227.29	260.03	0.00	0.00	487.32	95,784.96
26	12/1/2023	2	227.90	259.42	0.00	0.00	487.32	95,557.06
<i>Due in 2023</i>			<i>2,694.55</i>	<i>3,153.29</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
27	1/1/2024	2	228.52	258.80	0.00	0.00	487.32	95,328.54
28	2/1/2024	2	229.14	258.18	0.00	0.00	487.32	95,099.40
29	3/1/2024	2	229.76	257.56	0.00	0.00	487.32	94,869.64
30	4/1/2024	2	230.38	256.94	0.00	0.00	487.32	94,639.26
31	5/1/2024	2	231.01	256.31	0.00	0.00	487.32	94,408.25
32	6/1/2024	2	231.63	255.69	0.00	0.00	487.32	94,176.62
33	7/1/2024	2	232.26	255.06	0.00	0.00	487.32	93,944.36
34	8/1/2024	2	232.89	254.43	0.00	0.00	487.32	93,711.47
35	9/1/2024	2	233.52	253.80	0.00	0.00	487.32	93,477.95
36	10/1/2024	2	234.15	253.17	0.00	0.00	487.32	93,243.80
37	11/1/2024	2	234.78	252.54	0.00	0.00	487.32	93,009.02
38	12/1/2024	2	235.42	251.90	0.00	0.00	487.32	92,773.60
<i>Due in 2024</i>			<i>2,783.46</i>	<i>3,064.38</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
39	1/1/2025	2	236.06	251.26	0.00	0.00	487.32	92,537.54
40	2/1/2025	2	236.70	250.62	0.00	0.00	487.32	92,300.84

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
41	3/1/2025	2	237.34	249.98	0.00	0.00	487.32	92,063.50
42	4/1/2025	2	237.98	249.34	0.00	0.00	487.32	91,825.52
43	5/1/2025	2	238.63	248.69	0.00	0.00	487.32	91,586.89
44	6/1/2025	2	239.27	248.05	0.00	0.00	487.32	91,347.62
45	7/1/2025	2	239.92	247.40	0.00	0.00	487.32	91,107.70
46	8/1/2025	2	240.57	246.75	0.00	0.00	487.32	90,867.13
47	9/1/2025	2	241.22	246.10	0.00	0.00	487.32	90,625.91
48	10/1/2025	2	241.87	245.45	0.00	0.00	487.32	90,384.04
49	11/1/2025	2	242.53	244.79	0.00	0.00	487.32	90,141.51
50	12/1/2025	2	243.19	244.13	0.00	0.00	487.32	89,898.32
<i>Due in 2025</i>			2,875.28	2,972.56	0.00	0.00	5,847.84	
51	1/1/2026	2	243.85	243.47	0.00	0.00	487.32	89,654.47
52	2/1/2026	2	244.51	242.81	0.00	0.00	487.32	89,409.96
53	3/1/2026	2	245.17	242.15	0.00	0.00	487.32	89,164.79
54	4/1/2026	2	245.83	241.49	0.00	0.00	487.32	88,918.96
55	5/1/2026	2	246.50	240.82	0.00	0.00	487.32	88,672.46
56	6/1/2026	2	247.17	240.15	0.00	0.00	487.32	88,425.29
57	7/1/2026	2	247.83	239.49	0.00	0.00	487.32	88,177.46
58	8/1/2026	2	248.51	238.81	0.00	0.00	487.32	87,928.95
59	9/1/2026	2	249.18	238.14	0.00	0.00	487.32	87,679.77
60	10/1/2026	2	249.85	237.47	0.00	0.00	487.32	87,429.92
61	11/1/2026	2	250.53	236.79	0.00	0.00	487.32	87,179.39
62	12/1/2026	2	251.21	236.11	0.00	0.00	487.32	86,928.18

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
<i>Due in 2026</i>			<i>2,970.14</i>	<i>2,877.70</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
63	1/1/2027	2	251.89	235.43	0.00	0.00	487.32	86,676.29
64	2/1/2027	2	252.57	234.75	0.00	0.00	487.32	86,423.72
65	3/1/2027	2	253.26	234.06	0.00	0.00	487.32	86,170.46
66	4/1/2027	2	253.94	233.38	0.00	0.00	487.32	85,916.52
67	5/1/2027	2	254.63	232.69	0.00	0.00	487.32	85,661.89
68	6/1/2027	2	255.32	232.00	0.00	0.00	487.32	85,406.57
69	7/1/2027	2	256.01	231.31	0.00	0.00	487.32	85,150.56
70	8/1/2027	2	256.70	230.62	0.00	0.00	487.32	84,893.86
71	9/1/2027	2	257.40	229.92	0.00	0.00	487.32	84,636.46
72	10/1/2027	2	258.10	229.22	0.00	0.00	487.32	84,378.36
73	11/1/2027	2	258.80	228.52	0.00	0.00	487.32	84,119.56
74	12/1/2027	2	259.50	227.82	0.00	0.00	487.32	83,860.06
<i>Due in 2027</i>			<i>3,068.12</i>	<i>2,779.72</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
75	1/1/2028	2	260.20	227.12	0.00	0.00	487.32	83,599.86
76	2/1/2028	2	260.90	226.42	0.00	0.00	487.32	83,338.96
77	3/1/2028	2	261.61	225.71	0.00	0.00	487.32	83,077.35
78	4/1/2028	2	262.32	225.00	0.00	0.00	487.32	82,815.03
79	5/1/2028	2	263.03	224.29	0.00	0.00	487.32	82,552.00
80	6/1/2028	2	263.74	223.58	0.00	0.00	487.32	82,288.26
81	7/1/2028	2	264.46	222.86	0.00	0.00	487.32	82,023.80
82	8/1/2028	2	265.17	222.15	0.00	0.00	487.32	81,758.63

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
83	9/1/2028	2	265.89	221.43	0.00	0.00	487.32	81,492.74
84	10/1/2028	2	266.61	220.71	0.00	0.00	487.32	81,226.13
85	11/1/2028	2	267.33	219.99	0.00	0.00	487.32	80,958.80
86	12/1/2028	2	268.06	219.26	0.00	0.00	487.32	80,690.74
<i>Due in 2028</i>			<i>3,169.32</i>	<i>2,678.52</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
87	1/1/2029	2	268.78	218.54	0.00	0.00	487.32	80,421.96
88	2/1/2029	2	269.51	217.81	0.00	0.00	487.32	80,152.45
89	3/1/2029	2	270.24	217.08	0.00	0.00	487.32	79,882.21
90	4/1/2029	2	270.97	216.35	0.00	0.00	487.32	79,611.24
91	5/1/2029	2	271.71	215.61	0.00	0.00	487.32	79,339.53
92	6/1/2029	2	272.44	214.88	0.00	0.00	487.32	79,067.09
93	7/1/2029	2	273.18	214.14	0.00	0.00	487.32	78,793.91
94	8/1/2029	2	273.92	213.40	0.00	0.00	487.32	78,519.99
95	9/1/2029	2	274.66	212.66	0.00	0.00	487.32	78,245.33
96	10/1/2029	2	275.41	211.91	0.00	0.00	487.32	77,969.92
97	11/1/2029	2	276.15	211.17	0.00	0.00	487.32	77,693.77
98	12/1/2029	2	276.90	210.42	0.00	0.00	487.32	77,416.87
<i>Due in 2029</i>			<i>3,273.87</i>	<i>2,573.97</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
99	1/1/2030	2	277.65	209.67	0.00	0.00	487.32	77,139.22
100	2/1/2030	2	278.40	208.92	0.00	0.00	487.32	76,860.82
101	3/1/2030	2	279.16	208.16	0.00	0.00	487.32	76,581.66
102	4/1/2030	2	279.91	207.41	0.00	0.00	487.32	76,301.75
103	5/1/2030	2	280.67	206.65	0.00	0.00	487.32	76,021.08

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
104	6/1/2030	2	281.43	205.89	0.00	0.00	487.32	75,739.65
105	7/1/2030	2	282.19	205.13	0.00	0.00	487.32	75,457.46
106	8/1/2030	2	282.96	204.36	0.00	0.00	487.32	75,174.50
107	9/1/2030	2	283.72	203.60	0.00	0.00	487.32	74,890.78
108	10/1/2030	2	284.49	202.83	0.00	0.00	487.32	74,606.29
109	11/1/2030	2	285.26	202.06	0.00	0.00	487.32	74,321.03
110	12/1/2030	2	286.03	201.29	0.00	0.00	487.32	74,035.00
<i>Due in 2030</i>			<i>3,381.87</i>	<i>2,465.97</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
111	1/1/2031	2	286.81	200.51	0.00	0.00	487.32	73,748.19
112	2/1/2031	2	287.59	199.73	0.00	0.00	487.32	73,460.60
113	3/1/2031	2	288.36	198.96	0.00	0.00	487.32	73,172.24
114	4/1/2031	2	289.15	198.17	0.00	0.00	487.32	72,883.09
115	5/1/2031	2	289.93	197.39	0.00	0.00	487.32	72,593.16
116	6/1/2031	2	290.71	196.61	0.00	0.00	487.32	72,302.45
117	7/1/2031	2	291.50	195.82	0.00	0.00	487.32	72,010.95
118	8/1/2031	2	292.29	195.03	0.00	0.00	487.32	71,718.66
119	9/1/2031	2	293.08	194.24	0.00	0.00	487.32	71,425.58
120	10/1/2031	2	293.88	193.44	0.00	0.00	487.32	71,131.70
121	11/1/2031	2	294.67	192.65	0.00	0.00	487.32	70,837.03
122	12/1/2031	2	295.47	191.85	0.00	0.00	487.32	70,541.56
<i>Due in 2031</i>			<i>3,493.44</i>	<i>2,354.40</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
123	1/1/2032	2	296.27	191.05	0.00	0.00	487.32	70,245.29

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
124	2/1/2032	2	297.07	190.25	0.00	0.00	487.32	69,948.22
125	3/1/2032	2	297.88	189.44	0.00	0.00	487.32	69,650.34
126	4/1/2032	2	298.68	188.64	0.00	0.00	487.32	69,351.66
127	5/1/2032	2	299.49	187.83	0.00	0.00	487.32	69,052.17
128	6/1/2032	2	300.30	187.02	0.00	0.00	487.32	68,751.87
129	7/1/2032	2	301.12	186.20	0.00	0.00	487.32	68,450.75
130	8/1/2032	2	301.93	185.39	0.00	0.00	487.32	68,148.82
131	9/1/2032	2	302.75	184.57	0.00	0.00	487.32	67,846.07
132	10/1/2032	2	303.57	183.75	0.00	0.00	487.32	67,542.50
133	11/1/2032	2	304.39	182.93	0.00	0.00	487.32	67,238.11
134	12/1/2032	2	305.22	182.10	0.00	0.00	487.32	66,932.89
<i>Due in 2032</i>			<i>3,608.67</i>	<i>2,239.17</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
135	1/1/2033	2	306.04	181.28	0.00	0.00	487.32	66,626.85
136	2/1/2033	2	306.87	180.45	0.00	0.00	487.32	66,319.98
137	3/1/2033	2	307.70	179.62	0.00	0.00	487.32	66,012.28
138	4/1/2033	2	308.54	178.78	0.00	0.00	487.32	65,703.74
139	5/1/2033	2	309.37	177.95	0.00	0.00	487.32	65,394.37
140	6/1/2033	2	310.21	177.11	0.00	0.00	487.32	65,084.16
141	7/1/2033	2	311.05	176.27	0.00	0.00	487.32	64,773.11
142	8/1/2033	2	311.89	175.43	0.00	0.00	487.32	64,461.22
143	9/1/2033	2	312.74	174.58	0.00	0.00	487.32	64,148.48
144	10/1/2033	2	313.58	173.74	0.00	0.00	487.32	63,834.90
145	11/1/2033	2	314.43	172.89	0.00	0.00	487.32	63,520.47



**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
146	12/1/2033	2	315.29	172.03	0.00	0.00	487.32	63,205.18
<i>Due in 2033</i>			<i>3,727.71</i>	<i>2,120.13</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
147	1/1/2034	2	316.14	171.18	0.00	0.00	487.32	62,889.04
148	2/1/2034	2	317.00	170.32	0.00	0.00	487.32	62,572.04
149	3/1/2034	2	317.85	169.47	0.00	0.00	487.32	62,254.19
150	4/1/2034	2	318.71	168.61	0.00	0.00	487.32	61,935.48
151	5/1/2034	2	319.58	167.74	0.00	0.00	487.32	61,615.90
152	6/1/2034	2	320.44	166.88	0.00	0.00	487.32	61,295.46
153	7/1/2034	2	321.31	166.01	0.00	0.00	487.32	60,974.15
154	8/1/2034	2	322.18	165.14	0.00	0.00	487.32	60,651.97
155	9/1/2034	2	323.05	164.27	0.00	0.00	487.32	60,328.92
156	10/1/2034	2	323.93	163.39	0.00	0.00	487.32	60,004.99
157	11/1/2034	2	324.81	162.51	0.00	0.00	487.32	59,680.18
158	12/1/2034	2	325.69	161.63	0.00	0.00	487.32	59,354.49
<i>Due in 2034</i>			<i>3,850.69</i>	<i>1,997.15</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
159	1/1/2035	2	326.57	160.75	0.00	0.00	487.32	59,027.92
160	2/1/2035	2	327.45	159.87	0.00	0.00	487.32	58,700.47
161	3/1/2035	2	328.34	158.98	0.00	0.00	487.32	58,372.13
162	4/1/2035	2	329.23	158.09	0.00	0.00	487.32	58,042.90
163	5/1/2035	2	330.12	157.20	0.00	0.00	487.32	57,712.78
164	6/1/2035	2	331.01	156.31	0.00	0.00	487.32	57,381.77
165	7/1/2035	2	331.91	155.41	0.00	0.00	487.32	57,049.86

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
166	8/1/2035	2	332.81	154.51	0.00	0.00	487.32	56,717.05
167	9/1/2035	2	333.71	153.61	0.00	0.00	487.32	56,383.34
168	10/1/2035	2	334.62	152.70	0.00	0.00	487.32	56,048.72
169	11/1/2035	2	335.52	151.80	0.00	0.00	487.32	55,713.20
170	12/1/2035	2	336.43	150.89	0.00	0.00	487.32	55,376.77
<i>Due in 2035</i>			<i>3,977.72</i>	<i>1,870.12</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
171	1/1/2036	2	337.34	149.98	0.00	0.00	487.32	55,039.43
172	2/1/2036	2	338.25	149.07	0.00	0.00	487.32	54,701.18
173	3/1/2036	2	339.17	148.15	0.00	0.00	487.32	54,362.01
174	4/1/2036	2	340.09	147.23	0.00	0.00	487.32	54,021.92
175	5/1/2036	2	341.01	146.31	0.00	0.00	487.32	53,680.91
176	6/1/2036	2	341.93	145.39	0.00	0.00	487.32	53,338.98
177	7/1/2036	2	342.86	144.46	0.00	0.00	487.32	52,996.12
178	8/1/2036	2	343.79	143.53	0.00	0.00	487.32	52,652.33
179	9/1/2036	2	344.72	142.60	0.00	0.00	487.32	52,307.61
180	10/1/2036	2	345.65	141.67	0.00	0.00	487.32	51,961.96
181	11/1/2036	2	346.59	140.73	0.00	0.00	487.32	51,615.37
182	12/1/2036	2	347.53	139.79	0.00	0.00	487.32	51,267.84
<i>Due in 2036</i>			<i>4,108.93</i>	<i>1,738.91</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
183	1/1/2037	2	348.47	138.85	0.00	0.00	487.32	50,919.37
184	2/1/2037	2	349.41	137.91	0.00	0.00	487.32	50,569.96
185	3/1/2037	2	350.36	136.96	0.00	0.00	487.32	50,219.60
186	4/1/2037	2	351.31	136.01	0.00	0.00	487.32	49,868.29

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
187	5/1/2037	2	352.26	135.06	0.00	0.00	487.32	49,516.03
188	6/1/2037	2	353.21	134.11	0.00	0.00	487.32	49,162.82
189	7/1/2037	2	354.17	133.15	0.00	0.00	487.32	48,808.65
190	8/1/2037	2	355.13	132.19	0.00	0.00	487.32	48,453.52
191	9/1/2037	2	356.09	131.23	0.00	0.00	487.32	48,097.43
192	10/1/2037	2	357.06	130.26	0.00	0.00	487.32	47,740.37
193	11/1/2037	2	358.02	129.30	0.00	0.00	487.32	47,382.35
194	12/1/2037	2	358.99	128.33	0.00	0.00	487.32	47,023.36
<i>Due in 2037</i>			<i>4,244.48</i>	<i>1,603.36</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
195	1/1/2038	2	359.97	127.35	0.00	0.00	487.32	46,663.39
196	2/1/2038	2	360.94	126.38	0.00	0.00	487.32	46,302.45
197	3/1/2038	2	361.92	125.40	0.00	0.00	487.32	45,940.53
198	4/1/2038	2	362.90	124.42	0.00	0.00	487.32	45,577.63
199	5/1/2038	2	363.88	123.44	0.00	0.00	487.32	45,213.75
200	6/1/2038	2	364.87	122.45	0.00	0.00	487.32	44,848.88
201	7/1/2038	2	365.85	121.47	0.00	0.00	487.32	44,483.03
202	8/1/2038	2	366.85	120.47	0.00	0.00	487.32	44,116.18
203	9/1/2038	2	367.84	119.48	0.00	0.00	487.32	43,748.34
204	10/1/2038	2	368.83	118.49	0.00	0.00	487.32	43,379.51
205	11/1/2038	2	369.83	117.49	0.00	0.00	487.32	43,009.68
206	12/1/2038	2	370.84	116.48	0.00	0.00	487.32	42,638.84
<i>Due in 2038</i>			<i>4,384.52</i>	<i>1,463.32</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
207	1/1/2039	2	371.84	115.48	0.00	0.00	487.32	42,267.00
208	2/1/2039	2	372.85	114.47	0.00	0.00	487.32	41,894.15
209	3/1/2039	2	373.86	113.46	0.00	0.00	487.32	41,520.29
210	4/1/2039	2	374.87	112.45	0.00	0.00	487.32	41,145.42
211	5/1/2039	2	375.88	111.44	0.00	0.00	487.32	40,769.54
212	6/1/2039	2	376.90	110.42	0.00	0.00	487.32	40,392.64
213	7/1/2039	2	377.92	109.40	0.00	0.00	487.32	40,014.72
214	8/1/2039	2	378.95	108.37	0.00	0.00	487.32	39,635.77
215	9/1/2039	2	379.97	107.35	0.00	0.00	487.32	39,255.80
216	10/1/2039	2	381.00	106.32	0.00	0.00	487.32	38,874.80
217	11/1/2039	2	382.03	105.29	0.00	0.00	487.32	38,492.77
218	12/1/2039	2	383.07	104.25	0.00	0.00	487.32	38,109.70
<i>Due in 2039</i>			<i>4,529.14</i>	<i>1,318.70</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
219	1/1/2040	2	384.11	103.21	0.00	0.00	487.32	37,725.59
220	2/1/2040	2	385.15	102.17	0.00	0.00	487.32	37,340.44
221	3/1/2040	2	386.19	101.13	0.00	0.00	487.32	36,954.25
222	4/1/2040	2	387.24	100.08	0.00	0.00	487.32	36,567.01
223	5/1/2040	2	388.28	99.04	0.00	0.00	487.32	36,178.73
224	6/1/2040	2	389.34	97.98	0.00	0.00	487.32	35,789.39
225	7/1/2040	2	390.39	96.93	0.00	0.00	487.32	35,399.00
226	8/1/2040	2	391.45	95.87	0.00	0.00	487.32	35,007.55
227	9/1/2040	2	392.51	94.81	0.00	0.00	487.32	34,615.04
228	10/1/2040	2	393.57	93.75	0.00	0.00	487.32	34,221.47

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
229	11/1/2040	2	394.64	92.68	0.00	0.00	487.32	33,826.83
230	12/1/2040	2	395.71	91.61	0.00	0.00	487.32	33,431.12
<i>Due in 2040</i>			<i>4,678.58</i>	<i>1,169.26</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
231	1/1/2041	2	396.78	90.54	0.00	0.00	487.32	33,034.34
232	2/1/2041	2	397.85	89.47	0.00	0.00	487.32	32,636.49
233	3/1/2041	2	398.93	88.39	0.00	0.00	487.32	32,237.56
234	4/1/2041	2	400.01	87.31	0.00	0.00	487.32	31,837.55
235	5/1/2041	2	401.09	86.23	0.00	0.00	487.32	31,436.46
236	6/1/2041	2	402.18	85.14	0.00	0.00	487.32	31,034.28
237	7/1/2041	2	403.27	84.05	0.00	0.00	487.32	30,631.01
238	8/1/2041	2	404.36	82.96	0.00	0.00	487.32	30,226.65
239	9/1/2041	2	405.46	81.86	0.00	0.00	487.32	29,821.19
240	10/1/2041	2	406.55	80.77	0.00	0.00	487.32	29,414.64
241	11/1/2041	2	407.66	79.66	0.00	0.00	487.32	29,006.98
242	12/1/2041	2	408.76	78.56	0.00	0.00	487.32	28,598.22
<i>Due in 2041</i>			<i>4,832.90</i>	<i>1,014.94</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
243	1/1/2042	2	409.87	77.45	0.00	0.00	487.32	28,188.35
244	2/1/2042	2	410.98	76.34	0.00	0.00	487.32	27,777.37
245	3/1/2042	2	412.09	75.23	0.00	0.00	487.32	27,365.28
246	4/1/2042	2	413.21	74.11	0.00	0.00	487.32	26,952.07
247	5/1/2042	2	414.32	73.00	0.00	0.00	487.32	26,537.75
248	6/1/2042	2	415.45	71.87	0.00	0.00	487.32	26,122.30

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
249	7/1/2042	2	416.57	70.75	0.00	0.00	487.32	25,705.73
250	8/1/2042	2	417.70	69.62	0.00	0.00	487.32	25,288.03
251	9/1/2042	2	418.83	68.49	0.00	0.00	487.32	24,869.20
252	10/1/2042	2	419.97	67.35	0.00	0.00	487.32	24,449.23
253	11/1/2042	2	421.10	66.22	0.00	0.00	487.32	24,028.13
254	12/1/2042	2	422.24	65.08	0.00	0.00	487.32	23,605.89
<i>Due in 2042</i>			<i>4,992.33</i>	<i>855.51</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
255	1/1/2043	2	423.39	63.93	0.00	0.00	487.32	23,182.50
256	2/1/2043	2	424.53	62.79	0.00	0.00	487.32	22,757.97
257	3/1/2043	2	425.68	61.64	0.00	0.00	487.32	22,332.29
258	4/1/2043	2	426.84	60.48	0.00	0.00	487.32	21,905.45
259	5/1/2043	2	427.99	59.33	0.00	0.00	487.32	21,477.46
260	6/1/2043	2	429.15	58.17	0.00	0.00	487.32	21,048.31
261	7/1/2043	2	430.31	57.01	0.00	0.00	487.32	20,618.00
262	8/1/2043	2	431.48	55.84	0.00	0.00	487.32	20,186.52
263	9/1/2043	2	432.65	54.67	0.00	0.00	487.32	19,753.87
264	10/1/2043	2	433.82	53.50	0.00	0.00	487.32	19,320.05
265	11/1/2043	2	434.99	52.33	0.00	0.00	487.32	18,885.06
266	12/1/2043	2	436.17	51.15	0.00	0.00	487.32	18,448.89
<i>Due in 2043</i>			<i>5,157.00</i>	<i>690.84</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
267	1/1/2044	2	437.35	49.97	0.00	0.00	487.32	18,011.54
268	2/1/2044	2	438.54	48.78	0.00	0.00	487.32	17,573.00
269	3/1/2044	2	439.73	47.59	0.00	0.00	487.32	17,133.27

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

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 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
270	4/1/2044	2	440.92	46.40	0.00	0.00	487.32	16,692.35
271	5/1/2044	2	442.11	45.21	0.00	0.00	487.32	16,250.24
272	6/1/2044	2	443.31	44.01	0.00	0.00	487.32	15,806.93
273	7/1/2044	2	444.51	42.81	0.00	0.00	487.32	15,362.42
274	8/1/2044	2	445.71	41.61	0.00	0.00	487.32	14,916.71
275	9/1/2044	2	446.92	40.40	0.00	0.00	487.32	14,469.79
276	10/1/2044	2	448.13	39.19	0.00	0.00	487.32	14,021.66
277	11/1/2044	2	449.34	37.98	0.00	0.00	487.32	13,572.32
278	12/1/2044	2	450.56	36.76	0.00	0.00	487.32	13,121.76
<i>Due in 2044</i>			<i>5,327.13</i>	<i>520.71</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
279	1/1/2045	2	451.78	35.54	0.00	0.00	487.32	12,669.98
280	2/1/2045	2	453.01	34.31	0.00	0.00	487.32	12,216.97
281	3/1/2045	2	454.23	33.09	0.00	0.00	487.32	11,762.74
282	4/1/2045	2	455.46	31.86	0.00	0.00	487.32	11,307.28
283	5/1/2045	2	456.70	30.62	0.00	0.00	487.32	10,850.58
284	6/1/2045	2	457.93	29.39	0.00	0.00	487.32	10,392.65
285	7/1/2045	2	459.17	28.15	0.00	0.00	487.32	9,933.48
286	8/1/2045	2	460.42	26.90	0.00	0.00	487.32	9,473.06
287	9/1/2045	2	461.66	25.66	0.00	0.00	487.32	9,011.40
288	10/1/2045	2	462.91	24.41	0.00	0.00	487.32	8,548.49
289	11/1/2045	2	464.17	23.15	0.00	0.00	487.32	8,084.32
290	12/1/2045	2	465.42	21.90	0.00	0.00	487.32	7,618.90

**Model Amortization Schedule**

Loan Amount: \$100,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%  
 2. Due 5/1/2022 for 294 Months, Typ P+I \$487.32, Traditional Mortgage: Constant Payment, balloon approx. \$3,382 at 3.25%

Pmt #	Due or Draw Date	Phase #	Principal	Interest	Escrow	Service Fee	Total Pmt	Loan Balance
<i>Due in 2045</i>			<i>5,502.86</i>	<i>344.98</i>	<i>0.00</i>	<i>0.00</i>	<i>5,847.84</i>	
291	1/1/2046	2	466.69	20.63	0.00	0.00	487.32	7,152.21
292	2/1/2046	2	467.95	19.37	0.00	0.00	487.32	6,684.26
293	3/1/2046	2	469.22	18.10	0.00	0.00	487.32	6,215.04
294	4/1/2046	2	470.49	16.83	0.00	0.00	487.32	5,744.55
295	5/1/2046	2	471.76	15.56	0.00	0.00	487.32	5,272.79
296	6/1/2046	2	473.04	14.28	0.00	0.00	487.32	4,799.75
297	7/1/2046	2	474.32	13.00	0.00	0.00	487.32	4,325.43
298	8/1/2046	2	475.61	11.71	0.00	0.00	487.32	3,849.82
299	9/1/2046	2	476.89	10.43	0.00	0.00	487.32	3,372.93
300	10/1/2046	2	3,372.93	9.14	0.00	0.00	3,382.07	0.00
<i>Due in 2046</i>			<i>7,618.90</i>	<i>149.05</i>	<i>0.00</i>	<i>0.00</i>	<i>7,767.95</i>	
<b>Total:</b>			100,000.00	47,629.34	0.00	0.00	147,629.34	

**End of Report Processing at: 10/19/2021 12:30:15 PM**



EXHIBIT B  
MORTGAGE

Document Number                      Document Title  
**KNOW ALL MEN** that **West Allis Brewing Property LLC, and Ope Brewing Company LLC** herein called the "Mortgagor", hereby mortgages, conveys and warrants to the City of West Allis, a Wisconsin Nonstock 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 a One Hundred Thousand Dollars (\$100,000.00) 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**

BEING PART OF LOT 1, LOT 2 AND LOT 3, OF BLOCK 2 OF ASSESSOR'S PLAT NO. 269 OF THE CITY OF WEST ALLIS, AS RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 2421399, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS:  
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE S 0°48'19" E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 3, 992.12 FEET TO THE NORTH LINE OF W. NATIONAL AVENUE; THENCE CONTINUING S 0°48'19" E ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF SECTION 3, 84.34 FEET TO THE SOUTH LINE OF W. NATIONAL AVENUE; THENCE N 66°50'24" E ALONG THE SOUTH LINE OF W. NATIONAL AVENUE, 25.90 FEET TO THE NORTHWEST CORNER OF LOT 2 OF BLOCK 2 OF ASSESSOR'S PLAT NO. 269 AND THE POINT OF BEGINNING; THENCE CONTINUING N 66°50'24" E ALONG SAID SOUTH LINE OF W. NATIONAL AVENUE, 247.42 FEET TO THE NORTHEAST CORNER OF LOT 3 OF BLOCK 2 OF SAID ASSESSOR'S PLAT NO. 269; THENCE S 1°04'39" E ALONG THE EAST LINE OF SAID LOT 3, 164.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE CONTINUING S 1°04'39" E ALONG THE EAST LINE LOT 1 OF BLOCK 2, 183.11 FEET; THENCE S 88°00'12" W, 229.50 FEET; THENCE N 1°01'59" W, 258.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING. SAID PARCEL CONTAINS 69,540 SQUARE FEET OR 1.596 ACRES, MORE OR LESS, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY. WISCONSIN. 454-0251-001, 454-0252-000, 453-0564-002

Address: 6749-51 W. National Avenue, 67\*\* W. National Avenue, 67\*\* W. Mitchell St., West Allis, WI 53214  
Milwaukee County

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 note dated ~~May~~ <sup>JUNE</sup> 17<sup>th</sup>, 2021 in the aggregate principal amount of One Hundred Thousand Dollars and no/100 Dollars (\$100,000.00), and 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 Mortgagors when evidenced by another Note or Notes, reciting such security, and also to secure the performance of all covenants and agreements contained herein.

Mortgagors hereby covenant that they are the owner of the Property.

This space is reserved for recording data

Return to

City of West Allis  
C/O Economic Development  
City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214

Parcel Identification Number/Tax Key Number

454-0251-001  
454-0252-000  
453-0564-002

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 Mortgagors collateral hereto, remains outstanding and unpaid, the Mortgagors covenants with Mortgagee that:

1. The Mortgagors 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 Mortgagors and of the Mortgagee in the Property shall be assessed for taxation and taxed together, without separate valuation, and the Mortgagors 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's 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 Mortgagors shall promptly furnish to the Mortgagee all renewal notices and all receipts of said premiums. In the event of loss, the Mortgagors shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee shall make proof of loss if not promptly made by Mortgagors.
4. If the Mortgagors 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 Mortgagors, 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. Mortgagees shall pay cost of any damage to the Property caused by such entry. Any amounts disbursed by the Mortgagees pursuant to this paragraph, with interest thereon, shall become additional indebtedness of the Mortgagors secured by this Mortgage. Unless the Mortgagors and the Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from the Mortgagee to the Mortgagors 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.
- 4.5 The Mortgage is a third mortgage lien on the Property in favor of City of West Allis, but only to the present outstanding balance of such mortgage. A default on the first or second mortgage, subject to such notice and right to cure as may be applicable thereto, is an event of default under this mortgage. Mortgagors shall immediately provide written notice of default received from the first or second Mortgagee. Mortgagee reserves the right to satisfy a default under the third mortgage and add the payment or cost incurred to the balance due on this mortgage.
5. Mortgagors represent 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 Mortgagors to damages, penalties, injunctive relief or clean-up costs under any Environmental Law; and,

(c) That Mortgagors are not subject to any judgment, decree, order or citation relating to or arising out of any Environmental Law. Mortgagors 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.

#### MORTGAGORS 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 Mortgagors 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 Mortgagors (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, Mortgagors 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 Mortgagors shall not operate to release, in any manner, the liability of the original Mortgagors 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 Mortgagors 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. Mortgagors 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. Mortgagors 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. Mortgagors 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. Mortgagors 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, Mortgagors 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. Mortgagors 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 Mortgagors. All covenants and agreements of Mortgagors shall be joint and several.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage this 17 day of ~~June~~May 2021.

SIGNATURES ON THE NEXT PAGE

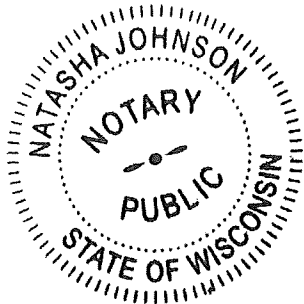
West Allis Brewing Property LLC, and Ope Brewing  
Company LLC  
("Borrowers")

By: John Onopa  
John P. Onopa, Owner & Member

State of Wisconsin )  
  ) ss  
Milwaukee County )

Personally came before me this 17<sup>th</sup> day of ~~June~~May 2021, John P. Onopa, member who executed the foregoing instrument and acknowledged the same.

Witness my hand and official seal.



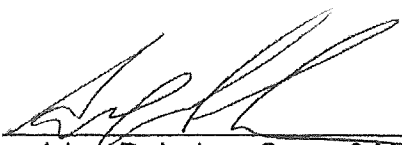
Notary Public, State of Wisconsin

Signature: Natasha Johnson

Printed Name: Natasha Johnson

My Commission Expires: 12-25-2022

**West Allis Brewing Property LLC, and Ope Brewing  
Company LLC**  
("Borrowers")

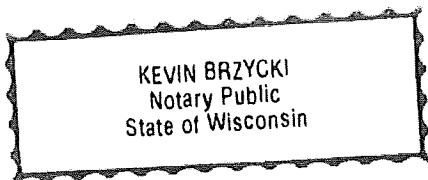
By:   
Adam R. Anders, Owner & Member

State of Wisconsin )  
                                  ) ss  
Milwaukee County )

Personally came before me this 17<sup>th</sup> day of June~~May~~ 2021, Adam R. Anders member who executed the foregoing instrument and acknowledged the same.

Witness my hand and official seal. \_\_\_\_\_

Notary Public, State of Wisconsin

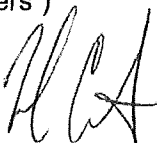


Signature: 

Printed Name: Kevin Brzycki

My Commission Expires: January 12, 2025

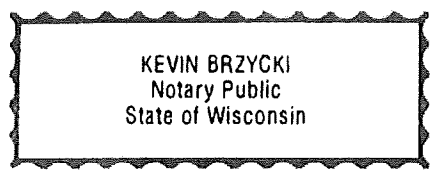
**West Allis Brewing Property LLC, and Ope Brewing  
Company LLC**  
("Borrowers")


By:   
Kyle E. Ciske, Owner & Member

State of Wisconsin )  
                                  ) ss  
Milwaukee County )

Personally came before me this 17<sup>th</sup> day of ~~June~~May 2021, Kyle E. Ciske, member who executed the foregoing instrument and acknowledged the same.

Witness my hand and official seal. \_\_\_\_\_



Notary Public, State of Wisconsin  
Signature:   
Printed Name: Kevin Brzycki  
My Commission Expires: January 12, 2025

This instrument was drafted by and \_\_\_\_\_

## “Exhibit C to Loan Agreement”

### GENERAL BUSINESS SECURITY AGREEMENT

This General Business Security Agreement (the “Security Agreement”) is entered into as of April, 17<sup>th</sup> 2021 by and between West Allis Brewing Property LLC, and Ope Brewing Company LLC, Wisconsin limited liability companies, (“Borrowers”), located at 6749-6751 W. National Ave., 67\*\* W. National Ave., & 67\*\* W. Mitchell St, West Allis, West Allis, Milwaukee County, WI, and the City of West Allis, a Municipal Corporation organized and existing under the laws of the State of Wisconsin, located at 7525 W. Greenfield Avenue, West Allis, Milwaukee County, WI (“City or Secured Party”).

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

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

Now, therefore, to that end and in consideration of the premises, covenants, and agreements set forth below, and the mutual benefits to be derived from this Security Agreement and other good and valuable consideration, the parties hereto agree as follows:

1. Definitions

(a) “Collateral” shall include the Borrower's tangible personal property, fixtures, leasehold improvements, trade fixtures, equipment and other personal property described in the Equipment Schedule and made part hereof; all general intangibles relating to or arising from the Equipment Schedule, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof.

(b) “Loan Documents” means the Note (as hereafter defined), the Loan Agreement, this Agreement, the Guaranty, Mortgage, 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 per Note –A and Note- B.

(d) “Obligations” shall include all debts, liabilities, obligations, covenants and duties owing from the Debtor to the Secured Party of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Debtor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether evidenced by or arising under the Note or this Agreement or, whether absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and all costs and expenses of the Secured Party incurred in the enforcement, collection or otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.



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

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

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

(b) Accounts (Including Accounts Receivable). All of Borrower's accounts, whether now existing or hereafter arising or acquired, together with the proceeds there from. As used herein, the term "Accounts" means any right of 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 Borrower's inventory, whether now owned or hereafter acquired, together with the products and proceeds there from and all packaging, manuals, and instructions related thereto. As used herein, the term "Inventory" means all goods, merchandise, and personal property held for sale or leased or furnished or to be furnished under contracts of service, and all raw materials, work in process, or materials used or consumed in Borrower's business, wherever located and whether in the possession of Borrowers, a warehouseman, a bailee, or any other person.

(d) Equipment. All of Borrower's equipment, now owned or hereafter acquired, together with the products and proceeds there from, and all substitutes and replacements therefore. As used herein, the term "Equipment" includes all equipment, machinery, tools, office equipment, supplies, furnishings, furniture, or other items used or useful, directly or indirectly, in Borrower's business, all accessions, attachments, and other additions thereto, all parts used in connection therewith, all packaging, manuals, and instructions related thereto, and all leasehold or equitable interest therein.

(e) Fixtures. All of Borrower's interest in and to all fixtures and furnishings, now owned or hereafter acquired, together with the products and proceeds there from, all substitutes and replacements therefore, all accessories, attachments, and other additions thereto, all tools, parts, and supplies used in connection therewith, and all packaging, manuals, and instructions related thereto, located on, off, or attached to Borrower's business premises located at 6749-6751 W. National Ave., 67\*\* W. National Ave., & 67\*\* W. Mitchell St, West Allis, WI 53214

(f) Chattel Paper, Documents and Instruments. All of Borrower's rights, title, and interest in any chattel paper, documents, or instruments, now owned or hereafter acquired or arising, or now or hereafter coming into the possession, control, or custody of either Borrowers or Secured Party, together with all proceeds there from. The terms "chattel paper," "documents," and "instruments" shall have those meanings ascribed to them in the Wisconsin Uniform Commercial Code.

(g) Obligation. This security interest is given as security for all indebtedness and obligations owed by 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 presented as Collateral by the Borrowers 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 by the Borrowers as of this date according to the terms of any Collateral and no action 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 has no notice or knowledge of anything which might impair the credit standing of any account debtor.

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

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

(h) Accuracy of Information. All information, certificates or statements given to City pursuant to this Agreement shall be true and complete when given.

(i) Addresses. The address of Borrower's place of business, or if Borrowers has more than one place of business, then the address of Borrower's principal place of business, is shown opposite Borrower's signature. The address where the Collateral will be kept, if different from that appearing opposite Borrower's signature, is 6749-6751 W. National Ave., 67\*\* W. National Ave., & 67\*\* W. Mitchell St, West Allis, Wisconsin. Such locations shall not be changed without prior written consent of City, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(j) Change of Name or Address. 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 (hereinafter an "Event of Default"), Borrowers may (a) sell inventory in the ordinary course of Borrower's business for cash or on terms approved by City, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) with prior written consent of City, lease inventory on terms approved by City.

(b) Verification and Notification. City may verify Collateral in any manner, and 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, Borrowers, as agent of City, shall make collections on the Collateral. City may at any time notify the bailee of any Collateral of City's security interest.

(c) Deposit with City. At any time following an Event of Default, subject to the rights of Senior Creditors, if any, City may require that all proceeds of Collateral received by 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. Borrower'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 Borrowers.

(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 Borrower'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 Senior Creditors, if any, with respect to such Collateral:

(a) Authority to Perform for West Allis Brewing Property LLC, and Ope Brewing Company LLC. Upon the occurrence of an Event of Default with respect to any of the Obligations, or if Borrowers fails to perform any of Borrower's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, City is authorized, in Borrower's name or otherwise, to take any such action including without limitation signing Borrower's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by 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 Borrower's 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 Borrower upon any instruments which may come into City's possession. All acts of such attorney are ratified and approved and such attorney is not liable for any act or omission or for any error of judgment or mistake of fact or law.

(c) Non-Liability of City. City has no duty to determine the validity of any invoice or compliance with any order 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 cease to exist, or Borrowers becomes insolvent or the subject of bankruptcy 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 Senior Creditors, if any, 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 Senior Creditors with respect to such Collateral, the City may require 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 successors and assigns, and binds Borrowers and its successors and assigns.

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


Dated this 17<sup>th</sup> day of JuneMay, 2021.

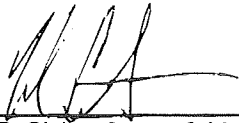
**West Allis Brewing Property LLC,  
and Ope Brewing Company LLC ("Borrowers")**

Address: 4465 N. 100<sup>th</sup> St.  
Wauwatosa, WI 53225

Wisconsin  
County: Milwaukee

By:   
John P. Onopa, Owner & Member

By:   
Adam R. Anders, Owner & Member

By:   
Kyle E. Ciske, Owner & Member

L:\Economic Development\Economic Development Loans\Ope Brewing\TIF Loan Documents\4-Exhibit C GBSA 4.28.21  
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**“Exhibit D to Loan Agreement”**  
**UNLIMITED PERSONAL GUARANTY**

This Guaranty by the undersigned person (referred to herein as "Guarantor") is for the benefit and security of the loan issued by the City of West Allis ("City").

WHEREAS, West Allis Brewing Property LLC, and Ope Brewing Company LLC, Wisconsin limited liability companies (hereinafter the "Borrowers"), has requested the City to extend to it a loan in the original principal amount of One Hundred Thousand and no/100 Dollars (\$100,000.00) (hereinafter the "Loan"), the proceeds of which will be used for the purchase of equipment by West Allis Brewing Property LLC, and Ope Brewing Company LLC, Wisconsin limited liability companies at 6749-6751 W. National Ave., 67\*\* W. National Ave., & 67\*\* W. Mitchell St, West Allis, Wisconsin 53214 (hereinafter the "Project"); and,

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in the Loan Agreement dated June 17<sup>th</sup>, 2021 (hereinafter the "Loan Agreement"), and to accept the Borrower's Promissory Note (hereinafter the "Note"), but requires, as a condition of making the Loan, that the Guarantor execute this Guaranty as security for the payment of the Borrower's obligations under the Note in case of default; and,

WHEREAS, the Guarantor is the President and Owner of the Borrowers, and will derive substantial benefits from the conduct of the Borrower's business and operations; and, by reason of the relationship with the Borrowers, have agreed to execute this Guaranty; and,

WHEREAS, it is in the interests of both the Borrowers and the Guarantor that the Borrowers obtain the Loan.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agree as follows:

1. So long as any indebtedness of the Borrowers to the City is outstanding, the Guarantor represents and warrant as follows:

A. This Guaranty is legal, valid, binding upon and enforceable against the Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity.

The Guarantor will file, when due, all federal and state income and other tax returns, which are required to be filed, and will pay all taxes shown on said returns and on all assessments received by them to the extent that such taxes shall have become due. The Guarantor has no knowledge of any liabilities, which may be asserted against them upon audit of their federal or state tax returns for any period that remains subject to audit.

B. Except as disclosed by the Guarantor to the City, in writing, prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Guarantor or the Borrowers, or any of their properties, which, if adversely determined, would have a material adverse effect upon the business, properties or the financial condition of the Guarantor.

C. The Guarantor acknowledge that the City has not made any representations or warranties with respect to, and agree that the City does not assume any responsibility to the Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Note or the financial condition of any Borrowers. The Guarantor have independently determined the collectability and enforceability of the Note and, until the Note is paid in full, will independently and without reliance on the City continue to make such determinations.

2. The Guarantor hereby absolutely and unconditionally guarantee to the City:

A. The payment of the principal of and interest on the Note, at the rate required pursuant thereto, when and as the same shall become due and payable, whether by maturity, acceleration, default or otherwise.

B. Payment, on demand by the City, of all legal or other costs, expenses and fees at any time paid or incurred by the City in endeavoring to collect all or part of the Note or to realize upon this Guaranty. (The amounts in clauses A. and B. being, collectively, hereinafter referred to as the "Obligations").

3. The Guarantor' Obligations hereunder shall be binding upon the Guarantor, their heirs, successors, and permitted assigns. This Guaranty shall remain in full force and effect so long as any of the Obligations are outstanding, without any right of offset and irrespective of:



A. The genuineness, validity, regularity or enforceability of the Note or Loan Agreement or any of the terms thereof, the continuance of any Obligation on the part of the Borrowers on either the Note or the Loan Agreement, or the power or authority or lack of power or authority of the Borrowers or any other party to issue the Note or execute and deliver the Loan Agreement or to perform any of the Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Guaranty, failure to give notice of failure of the Borrowers to perform any covenant or agreement under the terms of the Note or the Loan Agreement, or the failure to resort for payment to the Borrowers or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

C. The acceptance or release of any security or other guaranty, extension of the Note or Loan Agreement or amendments, modifications, consents or waivers with respect to the Note or Loan Agreement or any subordination of the Obligations to any other obligations of the Borrowers (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Borrowers might have to the payment or to the performance or observance of any of the Obligations, other than full payment thereof.

E. Any legal or equitable principle of marshalling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors (the Guarantor hereby expressly waiving the benefit of all of the foregoing).

F. Any act or failure to act with regard to any of the Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Guaranty that the Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment of all Obligations, notwithstanding any act, omission or thing which might otherwise

operate as a legal or equitable discharge of or defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Borrowers or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Borrowers shall default under the terms of the Note or Loan Agreement and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this Guaranty shall remain in full force and effect and shall apply to each and every subsequent default.

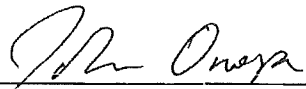
4. This Guaranty shall be a continuing guaranty so long as any of the Obligations remain unpaid, and may be enforced by the City or any subsequent holder of the Note or successor in interest under the Loan Agreement (the Guarantor hereby consent to any transfer of the Note and/or Loan Agreement without notice by the City). This Guaranty shall not be discharged or affected by the death or legal disability of the Guarantor.

5. This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(SIGNATURES CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty, to take effect as of the 17<sup>th</sup> day of June, 2021.

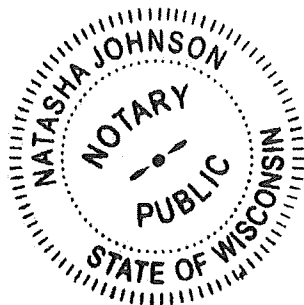
West Allis Brewing Property LLC, and Ope  
Brewing Company LLC ("Borrowers")

By:   
John P. Onopa, Owner & Member

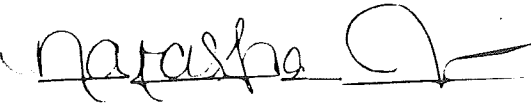
State of Wisconsin)  
  ) ss  
Milwaukee County )

Personally came before me this 17<sup>th</sup> day of June, 2021 the above-named John P. Onopa, to me known to be the persons who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.



Notary Public, State of Wisconsin

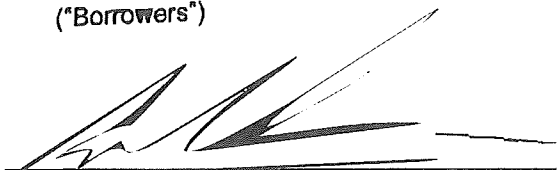


Print Name: Natasha Johnson  
My Commission: 12-25-2022

Notary Public, State of Wisconsin

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission: \_\_\_\_\_

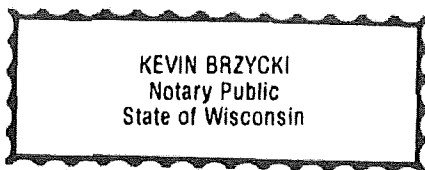
West Allis Brewing Property LLC, and Ope  
Brewing Company LLC  
("Borrowers")

By:   
Adam R. Anders, Owner & Member

State of Wisconsin )  
                                  ) ss  
Milwaukee County )

Personally came before me this 17th day of June 2021, Adam R. Anders member who executed the foregoing instrument and acknowledged the same.

Witness my hand and official seal. \_\_\_\_\_



Notary Public, State of Wisconsin

  
Printed Name: Kevin Brzycki

My Commission Expires: January 12, 2025

West Allis Brewing Property LLC, and Ope  
Brewing Company LLC  
("Borrowers")

By:

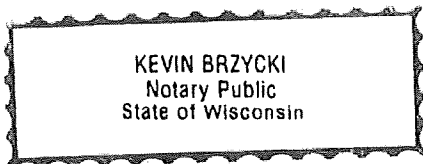


\_\_\_\_\_  
Kyle E. Ciske, Owner & Member

State of Wisconsin )  
                                  ) ss  
Milwaukee County )

Personally came before me this 17<sup>th</sup> day of June 2021, Kyle E. Ciske, member who executed the foregoing instrument and acknowledged the same.

Witness my hand and official seal. \_\_\_\_\_



Notary Public, State of Wisconsin

Signature: 


Printed Name: Kevin Brzycki

My Commission Expires: January 12, 2025

Acceptance:

This Guaranty is hereby accepted this \_\_\_\_\_ day of June 2021, by the City of West Allis.

CITY OF WEST ALLIS ("City")

By:   
\_\_\_\_\_  
Patrick Schloss, Executive Director  
Economic Development

Attest:   
\_\_\_\_\_  
Jason Kaczmarek  
Director of Finance