

**CITY OF WEST ALLIS
RESOLUTION R-2022-0480**

**RESOLUTION APPROVING THE TERMS & CONDITIONS FOR AN ECONOMIC
DEVELOPMENT FORGIVABLE LOAN TO GREBES' BAKERIES, INC. LOCATED
AT 5132 W. LINCOLN AVENUE, WEST ALLIS, WI 53214, IN THE AMOUNT NOT TO
EXCEED \$100,000 FUNDED WITH CDBG-CV2 FUNDS**

WHEREAS, Grebes' Bakeries, Inc., a corporation, created under the laws of Wisconsin, at 5132 W. Lincoln Avenue, has applied for a loan from the City of West Allis to address economic impacts caused by the national COVID pandemic; and,

WHEREAS, the Economic Development Program has reviewed the loan request from Grebes' Bakeries, Inc. and has determined that the applicant is eligible for funding under the Community Development Block Grant-COVID funds guidelines because the hospitality industry was negatively impacted by covid, the business created and retained new jobs during covid, and business continues to experience economic challenges posed by below average business travel; and,

WHEREAS, the Economic Development Program and the Economic Development Loan Task Force recommended approval of a Community Development Block Grant -CV funded loan in the amount of \$100,000 for the purpose of supporting the applicant address the hardships caused by the pandemic; and,

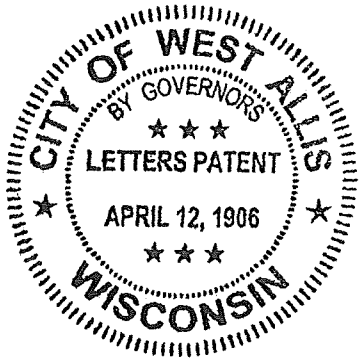
NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves the terms and conditions of the Loan to Grebes' Bakeries, Inc, located at 5132 W. Lincoln Avenue, in the amount not to exceed \$100,000 funded with CDBG-CV2.

BE IT FURTHER RESOLVED that the Economic Development Loan would be made in accordance with the terms and conditions outlined in the Commitment Letter attached as Exhibit A hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to prepare loan documents required by the aforesaid commitment.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the loan documents, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that the proper City Officers, or any of their authorized deputies, as necessary, are authorized on behalf of the City to execute the aforesaid loan





Economic Development
economicdevelopment@westalliswi.gov
414.302.8460

June 28, 2022

Mr. Brandon Grebe, President
Grebes' Bakery Inc.
5132 W. Lincoln Avenue
West Allis, WI 53129

Dear Mr. Grebe:

Pursuant to your application and information provided by you regarding an Economic Development Loan to address economic hardship caused by the national COVID pandemic for the specialty bakery store and production facility at 5132 W. Lincoln Avenue, the Common Council of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the federal Community Development Block Grant-CV regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be Grebes' Bakery Inc. located at 5132 W. Lincoln Avenue
2. Guarantor. Brandon Grebe
3. Project. Loan proceeds are to be used for assisting with job creation related to the acquisition of equipment for operational efficiency and bring back employees to the commercial bakery at 5232 W. Lincoln.
4. Loan Amount. The loan amount shall not exceed One Hundred Thousand Dollars (\$100,000). Disbursement of the aggregate principal will be upon submittal of proper invoices, beneficiary reporting forms, or purchase orders. The loan will be evidenced by a note payable by the Borrower to the City.
5. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be zero percent (0.00%) fixed rate. In the event of default, failure to report jobs or remain in business, the loan will become due and payable with an interest at the rate of eighteen percent (18.0 %) per annum until paid.
6. Term. The term of this loan shall be for 18-months following Closing.
7. Payments. Payments will be as follows:
 - There are no requirements for principal or interest payments unless the loan shall fail to provide the necessary reporting documents or fail to remain in business during the Term of the Loan.
 - The Loan principal will be forgiven at \$10,000 of principal for each FTE position created or retained that meets requirement and report to be identified as a low-to-moderate income beneficiary.
8. Late Charge. No late charges unless in Default and required to make payments. Late charges shall be one percent (1%) on each dollar of each payment, which is more than ten



(10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.

- 9. Security. As security for the loan, the Borrower will deliver to the City:
 - A. General Business Security Agreement on all assets purchased with Loan proceeds.
 - B. An Unlimited Personal Guarantee from Brandon Grebe and Grebes' Bakery Inc.
- 10. Loan Processing Fee. None required.
- 11. Maturity Date. This loan shall mature on January 31, 2024.
- 12. Closing Date. The loan shall close on or before July 15, 2022.
- 13. Prepayment Privilege. Not applicable.
- 14. Duns Number. Borrower must provide a Duns number as proof of application by closing and provide a federal identification number to the City.
- 15. Job Creation/Retention. Borrower agrees to the following:

To retain and/or create at least ten (10) full-time equivalent permanent positions over the past year prior to closing during COVID and for the next two (2) years of which all ten shall be held by low-to-moderate income persons. A Beneficiary Reporting form is attached as Attachment A, that must be completed by all FTE jobs created or new hires.
- 16. General Conditions. All the terms and conditions contained in the attached "Federal Requirements" – EXHIBIT No. 1 for economic development loans and "General Conditions" (EXHIBIT No. 2) are incorporated into this Commitment.
- 17. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City and if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before July 1, 2022, and the written guarantee of the loan by Maria and David Rupena. If not so accepted, the City shall have no further obligation hereunder.

Date: 7-13-22

CITY OF WEST ALLIS

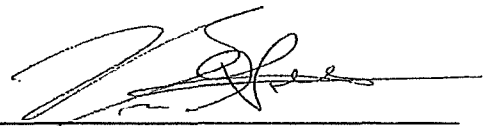
By: 
Patrick Schloss, Executive Director
Economic Development

ACCEPTANCE

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

Grebes' Bakery Inc.

Date: July 8th 2022

By: 
Brandon Grebe

Attachments



EXHIBIT NO 1. TO GENERAL CONDITIONS
CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOAN
FEDERAL REQUIREMENTS

BORROWERS: Grebes' Bakery Inc.

COMMITMENT: June 28, 2022

LOAN AMOUNT: \$100,000

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

I. Non-Discrimination.

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

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

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

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

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

A. The Borrowers will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination,



rates of pay or other forms of compensation and selection for training, including apprenticeship. The Borrowers shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The Borrowers will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

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

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

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

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

VI. Federal Management and Budget Requirements and Procurement Standards.

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

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

C. OMB Circular A-110.

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

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

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

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



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

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

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

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

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

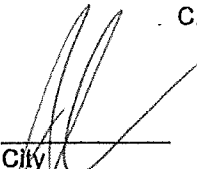
XIV. Fraud. The Borrowers have not knowingly and willingly made or used a document or writing containing any false, fictitious, or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined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

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

A. Withholding of payments under the Loan Agreement until Borrowers comply; and/or

B. Immediate cancellation, termination, or suspension of the Loan Agreement, in whole or in part.

C. Other remedies that may be legally available.



City



Borrower

LOAN AGREEMENT

THIS AGREEMENT is made and entered into this 11 day of August, 2022, by and between Grebes Bakeries, Inc. (hereinafter the "Borrower"), having its principal offices at 5132 W. Beloit, West Allis, WI 53219 and the City of West Allis, a municipal corporation, organized and existing under the laws of the State of Wisconsin (hereinafter "City"). The City and the Borrower are each referred to herein as a party or together as "Parties."

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

WHEREAS, the Borrower has applied for economic assistance to address challenges caused by the COVID pandemic and to purchase operating equipment for efficiency and to bring back employees to the commercial bakery (hereinafter "Project") located at 5132 W. Lincoln Avenue, West Allis, WI 53219 (hereinafter "Property"); and,

WHEREAS, the Borrower has made application for economic development assistance in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000) from the City for assistance in retaining and adding full-time positions ("Loan"); at the Property and,

WHEREAS the City is willing to make the Loans and the Borrower 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 Borrower from Community Development Block Grant -COVID 2 Funds in the maximum sum of One Hundred Thousand and 00/100 Dollars (\$100,000) pursuant to the terms and conditions of a Promissory Note and Amortization Schedule, hereby incorporated within, in the form attached hereto as **Exhibit "A"** (hereinafter the "Note").

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

3. As security for the Loan, the Borrower shall deliver to the City at closing the following loan documents:

A. A General Business Security Agreement (hereinafter "Security

Agreement”) with the City having a primary position over all assets and items purchased with loan proceeds in the terms set forth in this Security Agreement, attached hereto as **Exhibit “B”**; and hereby incorporated within, and,

- B. An unlimited Personal Guarantee from Brandon T. Grebe, attached hereto as **Exhibit “C”**; and hereby incorporated within.
- C. An unlimited Corporate Guarantee from Grebes’ Bakeries, Inc., **Exhibit “D”**, and hereby incorporated within.

4. In order to induce the City to enter into this Agreement, the Borrower shall make the following representations, assurances, covenants and certifications:

- A. For purposes of this section, a low to moderate income person is defined as a member of a low to moderate income family within the applicable income limits provided by HUD which are set forth in **Exhibit “E”**– Beneficiary Reporting Document, attached hereto and incorporated within to this Agreement.
- 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. Retained jobs are those that would have been eliminated unless for these funds and communicated with the City about the possible staff reduction.
- D. Creation is new full-time employee.
- E. Over a period of two (2) years from the date of closing of this Agreement, the Borrower agrees to retain or to create ten full-time equivalent permanent positions. Positions shall be held by low-to-moderate income persons.
- F. For the job creation requirement of the Loan, the Borrower agrees to the following:

(1) A listing by job title of all permanent jobs filled and which jobs were initially held by low-to-moderate income persons.

(2) A written certification from each low-to-moderate income person hired stating that the person's family income is below the Income Limitation in **Exhibits "E"**, as herein provided, with a statement that the information is subject to verification by HUD or the City by proper notice.

(3) The listing and written certifications for positions created by the Borrower must be provided quarterly to the Department of Development of the City.

5. The Project would not be undertaken unless the public funding provided by the Loan becomes available, as the Borrower can maximally raise only a portion of the debt and equity funds required to complete the Project.

6. This Agreement, the Notes and other Loan Documents are legal, valid, binding upon and enforceable against the Borrower, in accordance with their terms, except as such terms may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally and except as may be limited by general principles of equity.

7. The Borrower will comply with all the terms and conditions contained in the Federal Requirements for Economic Development Loans in **Exhibit "F" and Exhibit "G"** attached hereto and incorporated within to this Agreement.

8. During the term of the Loan:

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

B. Except as disclosed by the Borrower 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 Borrower or any of their property, which, if adversely determined, would

have a material adverse effect upon the business, properties, or financial condition of the Borrower.

C. The Borrower 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 Borrower.

D. The Borrower 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 Borrower 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.

E. The Borrower 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 and reasonable attorney's fees and expenses of litigation and any and all expenses incurred by the City in seeking relief from the automatic stay or any other bankruptcy proceedings, and other expenses (of the type customarily charged by the City) incurred or expended by the City in connection with or in any way related to the City's relationship with the Borrower, with respect to the transactions contemplated by this Agreement or any other Loan Document, whether hereunder or otherwise.

F. The Borrower as applicable, 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.

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

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

10. The Loan shall be closed with the City of West Allis, Department of Development, located at 7525 W. Greenfield Ave., West Allis, WI, at a mutually agreeable time within thirty (30) days of the date of execution of this Agreement. The City's obligation to fund the Loan is conditioned upon the Borrower, as applicable, providing the City, prior to the date of closing:

A. Any preconditions for closing set forth in **Exhibit "H"** attached hereto and incorporated within to this Agreement; the Loan Commitment Letter dated June 28, 2022, and accepted by the Borrower on July 13, 2022.

B. Any and all valid termination statements, releases, or subordination agreements the city may require guarantying 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 Notes, a third position General Business Security Agreement, and an 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, as applicable, evidence of insurance must insure the City for the replacement value of equipment and for general liability per the terms of Borrower's, as applicable, policy during the term of the loan. If insurance is not maintained during the term of the loan, the lack of insurance is an event of default on the loan. The Borrower agrees to submit all documents as requested by the City Attorney. The insurance coverage must be in a form approved by the City Attorney.

D. Confidential financial statements from the Borrower which were incorporated into the Project file.

E. The Borrower shall provide the Federal I.D. number and the Dun & Bradstreet number for Borrower's corporation to the City.

F. Intentionally left blank.

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

11. In the event of a nonpayment by the Borrower 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 Borrower to be kept and performed under the Loan Documents; or the breach of any representation, warranty or assurance made in the Loan Documents by Borrower 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(s) 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 Borrower 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 Borrower: Brandon T. Grebe, President
 C/O Grebes' Bakeries, Inc.,
 5132 W. Lincoln Avenue
 West Allis, WI 53219

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

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

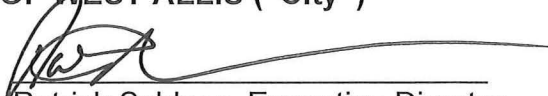
14. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs and permitted assigns, but neither this Agreement nor any of the rights, interests, or obligations hereunder or of the Loan Documents shall be assigned without the prior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

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

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

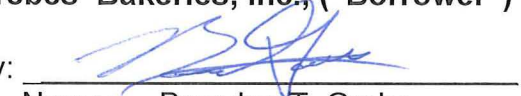
CITY OF WEST ALLIS ("City")

By:


Patrick Schloss, Executive Director
Economic Development

Grebes' Bakeries, Inc., ("Borrower")

By:


Name: Brandon T. Grebe
Title: President

Attest:


Jason Kaczmarek
Finance Director

“Exhibit A to Loan Agreement”

\$100,000.00

West Allis, Wisconsin
August ~~12~~, 2022

NOTE

FOR VALUE RECEIVED, the undersigned Brandon T. Grebe, President and Owner of Grebes’ Bakeries, Inc., a Wisconsin corporation, (hereinafter the “Borrower”), promise to pay to the order of the City of West Allis, a municipal corporation (“City” or “Holder”), the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), and will not have any interest payments (0.00%) per annum.

The Note will be forgiven upon the submittal of job retention or creation beneficiary reporting forms. The Loan Principal shall be forgiven at \$10,000 of outstanding principal for each full-time equivalent position, as defined on the Loan Agreement, that is created or retained meeting the associated household income requirements certified on the beneficiary reporting forms.

In the event that the Loan enters default for any reason under this Loan Agreement or this Note, the forgiveness proration of the Loan or Note is eliminated, and the remaining amount of principal is due payable along with any interest and penalties per the conditions of the Loan Agreement.

The Note is issued pursuant to that certain Loan Agreement of even date herewith between the Borrower, Brandon T. Grebe, President and Owner of Grebes’ Bakeries, Inc., and the City (the “Loan Agreement”) and the Note referred to therein. Forgiveness or Repayment of this Note may be accelerated in accordance with the Loan Agreement and other Loan Documents. The Borrower agrees to pay all costs of collection, including reasonable attorney’s fees and all fees and expenses incurred in endeavoring to protect, enforce, and realize upon any of City’s rights under the Loan Agreement and Loan Documents including enforcement of repayment under the Guaranty and repayment of all amounts due under the Note. Borrower, for itself, its successors, and assigns, hereby expressly waives presentment for payment, notice of dishonor, presentment, and notice of protest, protest, and all diligence of collection.

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

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

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

This Note is secured by General Business Security Agreement on the assets purchased with these loan dollars and an Unlimited Personal Guarantee from Brandon T. Grebe and Corporate Guaranty from Grebe's Bakery Incorporated. 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. Invalidation of any provision shall not affect the validity of any other provision. Without affecting the liability of the Borrower or any guarantor or enforcer, the Holder may, without notice, renew or extend the time for payment, accept partial payments, release, or impair any collateral security for the payment of this Note or agree to sue any party liable on it. Waiver of any default shall not constitute a waiver of any other or subsequent default.

Grebes' Bakeries Inc.,

Date: 8/11/22

By: 

Brandon T. Grebe, President

“Exhibit B to Loan Agreement”

GENERAL BUSINESS SECURITY AGREEMENT

This General Business Security Agreement (the “Security Agreement”) is entered into as of August 21, 2022 by and between Brandon T. Grebe, as owner and operator, Grebes’ Bakeries, Inc., a Wisconsin corporation (hereinafter the “Borrower or “Debtor”), and the City of West Allis, a Municipal Corporation organized and existing under the laws of the State of Wisconsin (“City” or “Secured Party”).

WHEREAS the Borrower seeks funds from the City pursuant to the Loan Agreement and a Promissory Note in the total amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) of even date herewith proceeds for assisting with job creation and retention for low to moderate income individuals and the addition of equipment to improve operation efficiency at 5132 W. Lincoln Avenue; and

WHEREAS, as security for the Borrower’s repayment obligations under the Note, the Borrower, has agreed to grant to the City a security position over all assets and items purchased with loan proceeds for 5132 W. Lincoln Avenue (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 which have been purchased with funds obtained utilizing funds obtained from the City of West Allis, 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 Mortgage, the Guaranty, and all other documents and instruments evidencing, securing, or executed in connection therewith.

(c) “Note” means the certain Promissory Note, dated as even date hereof, made by the Borrower, for the benefit of the City, in original principal amount.

(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 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, Borrower grants the City a security interest in those assets obtained utilizing funds obtained from the City of West Allis, which may include one or more of the following:

(a) Equipment. BORROWER's equipment obtained utilizing funds obtained from the City of West Allis, hereafter acquired 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 which have been or which will be obtained utilizing funds obtained from the City of West Allis, all accessions, attachments, and other additions thereto, all parts used in connection therewith.

(b) Fixtures. BORROWER's interest in and to all fixtures and furnishings obtained utilizing funds obtained from the City of West Allis, hereafter acquired, all substitutes and replacements therefore, all accessories, attachments, and other additions thereto, all tools, parts, and supplies used in connection therewith located on or attached to BORROWER's business premises located at 5132 W. Lincoln, West Allis, WI, 53219.

(c) Obligation. This security interest is given as security for all indebtedness and obligations owed by BORROWER to Secured Party, hereafter incurred, under this Security Agreement or the Note, together with all extensions, modifications, or renewals thereof (hereinafter referred to, collectively, as the "Obligation").

3. BORROWER Warranties. BORROWER warrants that while any of the Obligations are unpaid:

(a) Ownership. BORROWER is the owner of the Collateral free of all encumbrances and security interests, free from all other liens, encumbrances and security

interests, and no financing statement is on file covering the Collateral or any of it.

(b) Due Date. There has been no default as of this date according to the terms of any Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.

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

(d) Other Agreements. BORROWER is not in default under any Agreement for the payment of money.

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

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

(g) Addresses. The address of BORROWER's place of business, is shown opposite Borrower's signature. The address where the Collateral will be kept, if different from that appearing opposite Borrower's signature, is 5132 W. Beloit Road, West Allis. 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.

(h) Change of Name or Address. BORROWER shall immediately advise City in writing of any change in name or address.

4. Sale and Collections.

(a) Verification and Notification. City may verify Collateral in any manner, and BORROWER shall assist City in so doing. Upon default, City may at any time and BORROWER 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, BORROWER, as agent of City, shall make collections on the Collateral. City may at any time notify the bailee of any Collateral of City's security interest.

(b) Deposit with City. At any time following an Event of Default, subject to the rights of Prior Creditors, City may require that all proceeds of Collateral received by BORROWER shall be held by BORROWER upon an express trust for City, shall not be commingled with any other funds or property of BORROWER and shall be turned over to City in precisely the form received (but endorsed by BORROWER if necessary for

collection) not later than the business day following the day of their receipt. All proceeds of Collateral received by City directly or from BORROWER shall be applied against the Obligations in such order and at such times as City shall determine.

5. BORROWER'S Covenants.

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

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

(c) Maintenance of Security Interest. BORROWER shall pay all expenses and, upon request, take any action reasonably deemed advisable by City to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce City's interest in it or rights under this Agreement.

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

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

(f) Modifications. Without the prior written consent of the City, BORROWER shall not extend, renew, or cancel any Collateral.

(g) Returns and Repossessions. Following any Event of Default, BORROWER shall promptly notify City of the return to or repossession by BORROWER of goods underlying any Collateral and BORROWER shall hold and dispose of them only as City directs.

6. Rights of City

(a) Authority to Perform for BORROWER. Upon the occurrence of an Event of Default with respect to any of the Obligations, or if Borrower fails to perform any of Borrower's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, City is authorized, in Borrower's name or otherwise, to take any such action including without limitation signing Borrower's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Borrower upon demand with interest from the date of payment by City at the highest rate stated in any evidence of any Obligations but not in excess of the maximum rate permitted by law..

(b) Non-Liability of City. City has no duty to determine the validity of any invoice or compliance with any order of Borrower. City has no duty to protect, insure, collect, or realize upon the Collateral or preserve rights in it against prior parties. Borrower releases City from any liability for any act or omission relating to the Obligations, the Collateral, or this Agreement, except City's willful misconduct.

7. Default. Upon the occurrence of one or more of the following Events of Default:

Non-performance. Borrower fails to pay when due any of the Obligations or Borrower fails to perform, or rectify breach of, any warranty or other undertaking by Borrower in this Agreement or in any evidence of or document relating to the Obligations.

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

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

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. The City may take possession of Collateral without notice or hearing, which Borrower waives.

(b) Assembling Collateral. The City may require Borrower to assemble the Collateral and to make it available to City at any convenient place designated by City.

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

(d) Expenses and Application of Proceeds. Borrower shall reimburse City for any expense incurred by City in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition, and disposing of the Collateral. After deduction of such expenses, City may apply the proceeds of disposition to the Obligations in such order and amounts as it elects.

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

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

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

Dated this 11 day of August 2022

Signatures on next Page

Grebes' Bakeries, Inc.

Date: 8/11/22

By: 
Brandon T. Grebe, Member and Owner

“Exhibit C to Loan Agreement”

UNLIMITED PERSONAL GUARANTY

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

WHEREAS Brandon T. Grebe, President and Owner of Grebes' Bakeries, Inc., Grebe's Bakery Incorporated, a Wisconsin corporation, (hereinafter the "Borrower"), have requested the assistance in the form of a loan in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) from the City, the proceeds of which will be used to address economic challenges caused by the COVID pandemic and to purchase operating equipment for operational efficiency (hereinafter "Project") located at 5132 W. Lincoln Avenue, West Allis, WI 53219 (hereinafter "Property"); and,

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in the Loan Agreement dated August 11, 2022 (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 and Corporate Guaranty as security for the payment of the Borrower's obligation under the Notes in case of default; and,

WHEREAS, the Guarantors are the members of the Borrower, and will derive substantial benefits from the conduct of the Borrower's business and operations; and, by reason of the relationship with the Borrower, has agreed to execute this Guaranty; and,

WHEREAS, it is in the interests of both the Borrower and the Guarantor that the Borrower 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 agrees as follows:

1. So long as any indebtedness of the Borrower to the City is outstanding, the Guarantor represents and warrants 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 him 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 his 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 Borrower, or any of their properties, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Guarantor.

C. The Guarantor acknowledges that the City has not made any representations or warranties with respect to and agree that the City does not assume any responsibility to the Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Note or the financial

condition of any Borrower. The Guarantor has independently determined the collectability and enforceability of the Note and, until the Note is paid in full, will independently and without reliance on the City continue to make such determinations.

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

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

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

3. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, his successors, heirs 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 Obligations on the part of the Borrower on either the Note or the Loan Agreement, or the power or authority or lack of power or authority of the Borrower or any other party to issue the Note or execute and deliver the Loan Agreement or to perform any of the Obligations thereunder.

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

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

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

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

F. Any act or failure to act with regard to any of the Obligations or anything which might vary the risk of the Guarantor; provided that the specific

enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Guaranty that the Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment of all Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of or defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Borrower or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Borrower shall default under the terms of the Note or Loan Agreement and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this 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 consents to any transfer of the Note and/or Loan Agreement without notice by the City).

This Guaranty shall not be discharged or affected by the death or legal disability of the Guarantor.

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

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty, to take effect as

of the 11 day of August, 2022.



Brandon T. Grebe

State of Wisconsin)
: ss
Milwaukee County)

Personally came before me this 11 day of August, 2022 the above-named Brandon T. Grebe, to me known to be the people who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.



Notary Public, State of Wisconsin

Signature Gale M Jender

Print Name: Gale M Jender

My Commission: 10/8/24

Acceptance:

This Guaranty is hereby accepted this _____ day of August 2022, by the City of West Allis.

CITY OF WEST ALLIS ("City")

By:



Patrick Schloss, Executive Director
Economic Development

Attest:



Jason Kaczmarek
Finance Director

“Exhibit D to Loan Agreement”

GUARANTY

This Guaranty by the undersigned legally authorized representative of Grebes' Bakeries, Inc., (referred to herein as "Guarantor") is for the benefit and security of the loan issued by the City of West Allis ("City").

WITNESSETH:

WHEREAS, Grebes' Bakeries, Inc., (the "Borrower"), has requested the City to extend to it a loan in the original principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the "Loan"), the proceeds of which will be used towards the impacts of COVID and purchase of equipment, and job retention/creation for 5132 W. Lincoln Avenue, West Allis, Wisconsin, (the "Project"); and,

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in a Loan Agreement dated as of August, 11, 2022 (the "Loan Agreement"), and to accept the Borrower's Promissory Note therefore (the "Note"), but requires, as a condition of making the Loan, that the Guarantor execute this Guaranty as security for the payment of the Borrower's obligations under the Note; and,

WHEREAS, the Guarantor is the Managing Member of the service corporation, that is, the Borrower; and will derive substantial benefits from the conduct of the Borrower's business and operations; and, by reason of the relationship with the Borrower, has agreed to execute this Guaranty; and,

WHEREAS, it is in the interests of both the Borrower and the Guarantor that the Borrower 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 agrees as follows:

1. So long as any indebtedness of the Borrower to the City is outstanding, and after

an event of default, one of the remedies or a remedy being the dissolution and liquidation of Borrower, Guarantor's obligations under this Guarantee are limited to the net outstanding amount on the Note owed to the City from Borrower after liquidation of Borrower's assets is complete and proceeds from Borrower's liquidation have been applied to the Note resulting in a net balance under the Note due and owing to the City the Guarantor represents and warrants as follows:

A. This Guaranty is legal, valid, binding upon and enforceable against the Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity. Neither this Guaranty nor the agreements contained herein violate or constitute a default or create or impose any lien, charge or encumbrance under any agreement, instrument or indenture to which the Guarantor is party or by which any of a Guarantor's assets are bound or any other requirement of law.

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

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

D. The Guarantor acknowledges that the City has not made any representations or warranties with respect to, and agrees that the City does not assume any responsibility to the

Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Note or the financial condition of any Borrower. The Guarantor has independently determined the collectability and enforceability of the Note and, until the Note is paid in full, will independently and without reliance on the City continue to make such determinations.

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

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

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

3. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, 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 Borrower on either the Note or the Loan Agreement, or the power or authority or lack of power or authority of the Borrower or any other party to issue the Note or execute and deliver the Loan Agreement or to perform any of the Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Guaranty, failure to give notice of failure of the Borrower to perform any covenant or agreement under the terms of the Note or the Loan Agreement, or the

failure to resort for payment to the Borrower or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

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

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

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

F. Any act or failure to act with regard to any of the Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Guaranty that the Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment of all Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of or defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Borrower or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization


upon from any of the foregoing. It is further understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Borrower shall default under the terms of the Note or Loan Agreement and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this 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 consents to any transfer of the Note and/or Loan Agreement without notice). This Guaranty shall not be discharged or affected by the death or legal disability of the Guarantor.

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

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty, to take effect as of the 11 day of August, 2022.

Grebes' Bakeries, Inc.



Brandon T. Grebe, President

State of Wisconsin)
: ss
Milwaukee County)

Personally came before me this 11 day of August 2022 the above-named Brandon T.

Grebe to me known to be the person who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.



Gale M Jender
Notary Public, State of Wisconsin

Print Name: *Gale M Jender*

My Commission: *10/8/24*

(SIGNATURES CONTINUED ON NEXT PAGE)

Acceptance:

This Guaranty is hereby accepted this *11* day of August 2022, by the City of West Allis.

CITY OF WEST ALLIS ("City")

By:

[Signature]
Patrick Schloss, Executive Director
Economic Development

Attest:

[Signature]
Jason Kasmerk, Finance Director
Finance Division

Examined and approved as to form
and execution this *25th* day of
August, 2022

[Signature]
Kail Decker, City Attorney

EXHIBIT E
TO GENERAL CONDITIONS
CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOAN -COVID Funds
FEDERAL REQUIREMENTS

BORROWERS: Grebe's Bakery Incorporated

DATE: August 11, 2022

LOAN AMOUNT: \$100,000

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

I. Non-Discrimination.

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

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

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

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

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

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

B. The Borrowers will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

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

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

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

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

VI. Federal Management and Budget Requirements and Procurement Standards.

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

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

C. OMB Circular A-110.

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

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

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

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

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

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

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

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

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

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

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

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



City



Borrower