



LOAN AGREEMENT
with

Pop-A-Shot Enterprises LLC
&
Foldan Ventures LLC

City of Peoria
Economic Development Department
419 Fulton Street, Suite 409
Peoria, IL 61602
309-494-8640

City of Peoria
(Lender)

Pop-A-Shot Enterprises
(Borrower)

LOAN AGREEMENT

THIS REVOLVING LOAN AGREEMENT ("Agreement") is made as of the 5 day of June, 2019, by and between the **City of Peoria**, an Illinois municipal corporation ("Lender") and **Pop-A-Shot Enterprises**, a Limited Liability Corporation, **Foldan Ventures**, a Limited Liability Corporation and **Anthony Stucker** (collectively referred to as Borrower).

WHEREAS, the Lender is interested in expanding its economic base with the primary emphasis on creating and retaining jobs;

WHEREAS, the Borrower desires a loan to use for *grow the business through* the purchase and renovation of building..

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. GENERAL DEFINITIONS

1.1 "Affiliate" shall mean any person which, directly and/or indirectly, owns or controls at least twenty percent (20%) of the outstanding voting securities of Borrower or any Subsidiary, or which is controlled by or is under common control with Borrower, or any stockholders or partners of Borrower, or any Subsidiary. For the purpose of this definition, "control" means the possession, directly or indirectly, or the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

1.2 "Application" shall mean all materials submitted by Borrower to Lender in connection with its request for financial assistance.

1.3 "Budget" shall mean the budget as contained in the Project Description & Budget attached and incorporated herein as Exhibit B, which budget reflects the manner in which Loan proceeds will be expended on the Project.

1.4 "Collateral" shall mean all property of Borrower in which Lender has been granted a lien or security interest pursuant to the Security Documents.

1.5 "Default" shall mean the occurrence or existence of any one or more of the events described in Section 6.1 of this Agreement.

1.6 "Default Rate" shall mean an Interest Rate of twelve percent (12%) per annum.

1.7 "Interest Rate" shall mean the rate of interest specified in the Note as the rate of interest payable with respect to the outstanding principal amount of the Loan.

1.8 "Loan" shall mean the loan or loans made, or to be made, by Lender to Borrower under this Agreement.

1.9 "Note" shall mean the promissory note of even date herewith evidencing the Loan executed by Borrower payable to the order of Lender, the form of which is attached and incorporated herein as Exhibit A.

City of Peoria
(Lender)

Pop-A-Shot Enterprises
(Borrower)

LOAN AGREEMENT

1.10 “Person” shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party, or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

1.11 “Project” shall mean the project described in the Project Description & Budget attached and incorporated herein as Exhibit B, which project is to be financed in whole or part by Loan proceeds.

1.12 “Security Agreement” shall mean the Security Agreement to which Borrower has granted Lender a security interest in the Collateral attached and incorporated herein as Exhibit D.

1.13 “Security Documents” shall mean the Security Agreement and all agreements, instruments, documents, financing statements, warehouse receipts, bills of lading, notices of assignment of accounts, schedules of accounts assigned, mortgages, guarantees and other written matter necessary or requested by Lender, which are listed in the Security Statement in Exhibit D, to perfect and maintain perfected Lender’s security interest in the Collateral or to secure repayment of the Loan.

1.14 “Subsidiary” shall mean any corporation of which more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation is at the time, directly or indirectly, owned by Borrower and/or one or more subsidiaries of Borrower.

Any accounting terms used in this Agreement which are not specifically defined shall have the meanings customarily given them in accordance with Generally Accepted Accounting Principles.

II. THE LOAN

2.1 Agreement to Lend. Lender agrees on the terms and conditions set forth in this agreement, to lend to Borrower the sum of Two Hundred Fifty Thousand Dollars- \$250,000. The Loan is evidenced by the Note and is repayable in accordance with the terms thereof.

2.2 Term of Loan. The Loan is repaid in accordance with the terms of the “Note” (Exhibit A) of this Loan Agreement.

III. CONDITIONS TO LOANS

The obligation of Lender to make advances with respect to the Loan is subject to the satisfaction of the following conditions:

3.1 Representation and Warranties. On and as of the date each advance by Lender respect to the Loan is made, the representations and warranties set forth in Article IV is true.

3.2 No Default. On and as of the date each advance by Lender with respect to the Loan is made, no Default shall exist and be continuing.

City of Peoria
(Lender)

Pop-A-Shot Enterprises
(Borrower)

LOAN AGREEMENT

3.3 Evidence of Other Financing. On or prior to the date of the initial advance of financing, Lender shall have received satisfactory evidence of the debt and equity financing of borrower as set forth in a Statement of Other Financing which is attached and incorporated herein as Exhibit C, is true and correct.

3.4 Note. On or prior to the date of the initial advance with respect to the Loan, the Note shall have been executed and delivered to Lender.

3.5 Collateral. On or prior to the date of the initial advance with respect to the Loan, the Security Document shall have been executed and delivered to the Lender and Lender is satisfied that its liens and security interests in the Collateral are perfected and subject only to those prior liens or security interests set forth on Exhibit D attached hereto and made a part hereof.

3.6 Corporate or Partnership Documents. If Borrower is a corporation or partnership, on or prior to the date of the initial advance with respect to the Loan, Lender shall have received a certified copy of the Borrower's Articles of Incorporation and By-Laws or Partnership Certificate and Partnership Agreement, as the case may be, evidence of Borrower's good standing and resolutions of the Board of Directors of the Borrower or the general partner, as the case may be, authorizing the borrowing under this Agreement and such additional supporting documents as Lender may request.

3.7 Legal Matters. On or prior to the date of the initial advance with respect to the Loan, all legal matters incident to this Agreement and the transactions contemplated hereby is satisfactory to Lender.

IV. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants that: *

4.1 Corporate or Partnership Existence and Power. If Borrower is a corporation or partnership, as the case may be, duly formed, validly existing and in good standing under the laws of Illinois, is duly licensed and duly qualified as a foreign corporation or a partnership, as the case may be, in good standing in all the jurisdictions in which the character of the property owned or leased or the nature of the business conducted by it requires such licensing or qualification and has all corporate or partnership powers, as the case may be, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

4.2 Corporate or Partnership Authorization; Governmental Authorization. If Borrower is a corporation or partnership, the execution, delivery and performance by Borrower of this Agreement, the Note and the Security Documents are within Borrower's corporate or partnership powers, have been duly authorized by all necessary corporate or partnership action, require no action by or in respect of, or filing with, any governmental body, agency or official and do not contravene any provision of applicable law or regulation or of the Articles of Incorporation or By-Laws or Partnership Agreement of Borrower, as the case may be.

4.3 Binding Effect. This Agreement, the Note and the Security Documents constitute valid and binding agreements of Borrower.

City of Peoria
(Lender)

Pop-A-Shot Enterprises
(Borrower)

LOAN AGREEMENT

4.4 Accuracy of Application. The Application is in all respects true and accurate except as modified by the Project Description (Exhibit B) and there are no omissions or other facts or circumstances which may be material to the Project except as disclosed in the Application or in Exhibit B.

4.5 Collateral. Borrower has good title to and ownership of the Collateral, free and clear of all liens, claims, security interests and encumbrances except those of Lender and those, if any, described in Exhibit D.

4.6 Financials. The financial statements delivered to Lender pursuant to the Application and Section 5.3 of this Loan Agreement fully and accurately represent the financial condition of Borrower and no material adverse change in the condition, financial or otherwise, of Borrower has occurred since the date of the financial statements, and date most recently delivered to Lender.

4.7 No Default. Borrower is not, and will not be, as a result of the execution, delivery and performance of this Agreement, in default in the performance, observation or fulfillment of any covenant or obligation contained in any material agreement or other instrument to which Borrower is a party.

4.8 Litigation. There are no actions or proceedings which are pending or, to the best of Borrower's knowledge, threatened against Borrower or any other Person which might result in any adverse material change in Borrower's operations, its assets or the collateral, except as previously disclosed by Borrower and acknowledged by Lender.

4.9 ERISA. Borrower has received no notice to the effect that it is not in full compliance with any of the requirements of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and the regulations promulgated thereunder and, to the best of its knowledge there exists no event described in Section 4043 of ERISA, excluding subsections 4043(b) (2) and 4043(b) (3) thereof.

4.10 Taxes. Borrower has filed all federal, state and local tax returns and other reports, or has been included in consolidated returns or reports filed by an Affiliate, which Borrower is required by law to file and all charges that are due and payable have been paid.

4.9 Intellectual Property. To the best of Borrower's knowledge, Borrower has appropriate licenses, patents, patent applications, copyrights, trademarks and trade names to conduct its business, to undertake and complete the Project and to protect its proprietary information.

4.12 Bribery. Neither Borrower nor, to the best of Borrower's knowledge, any of Borrower's employees have been convicted of bribing or attempting to bribe an officer or employee of the City of Peoria, nor has the Borrower made an admission of guilt of such conduct which is a matter of record.

V. COVENANTS AND CONTINUING AGREEMENTS

Borrower agrees that so long as any amount of the Loan remains unpaid:

City of Peoria
(Lender)

Pop-A-Shot Enterprises
(Borrower)

LOAN AGREEMENT

5.1 Project. Borrower shall at all times perform the Project in accordance with the description on Exhibit B and will use all proceeds of the Loan to finance the Project in accordance with the Budget set forth on Exhibit B.

5.2 Audit. Borrower shall keep detailed records of the Project and the use of Loan proceeds.

5.3 Financial Statements. Borrower shall furnish to Lender their federal tax returns no later than accepted by the Internal Revenue Service, or within a year of the Borrower's fiscal year. Furthermore, Borrower shall provide as often as requested by Lender, an unaudited financial statement of Borrower as at the end of the quarter of Borrower's fiscal year then elapsed, certified by Borrower's principal financial officer and prepared in accordance with Generally Accepted Accounting Principles and fairly presenting the financial position and results of all operations of Borrower for such quarter.

5.4 Corporate or Partnership Existence. If Borrower is a corporation or partnership, Borrower shall do all things necessary to preserve and keep in full force and effect its corporate or partnership existence, as the case may be.

5.5 Taxes, Etc. Borrower shall pay and discharge all taxes and governmental charges imposed upon it and shall maintain such workmen's compensation insurance, unemployment insurance, retirement benefits and health benefits as may be required by law.

5.6 Insurance. Borrower shall keep and maintain its property insured for its full insurable value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses. If Borrower's property is located in an area designated as a flood hazard area, Borrower shall maintain federal flood insurance if such coverage is available. All insurance policies is in form, substance and amount satisfactory to Lender, and shall contain an endorsement showing loss payable to Lender, as its interest shall appear. Such endorsement shall provide that the insurance companies shall give Lender at least 30 days prior written notice before any such policy is altered or canceled and that no act or default of Borrower or any other person shall affect the right of Lender to recover under such policy in case of loss or damage. Borrower hereby directs all insurers under such policies to pay all proceeds payable thereunder directly to Lender. From and after a default, Borrower irrevocably makes, constitutes and appoints Lender as Borrower's attorney in-fact for the purpose of making, settling or adjusting claims under such policies, endorsing the name of Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies and for making all determinations and decisions with respect to such policies. If Borrower fails to obtain or maintain any of the policies required by this Section 5.6 or to pay any premium relating thereto, then Lender, without waiving or releasing any obligation or default by Borrower hereunder, may (but is under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable.

5.7 Maintenance of Assets. Borrower shall at all times maintain its assets and shall not assign, sell, encumber, pledge or grant any lien or security interest in the Collateral except for sales in the ordinary course of business and as otherwise expressly provided for and consented to by Lender pursuant to this Agreement.

City of Peoria
(Lender)

Pop-A-Shot Enterprises
(Borrower)

LOAN AGREEMENT

5.8 Corporate Reorganization. Borrower shall not, without Lender's prior written consent, merge or consolidate with any Person, sell or distribute a substantial portion of its assets or acquire capital stock or assets of any Person.

5.9 Capital Stock. Borrower shall not, without Lender's prior written consent, declare or pay any dividend or distribution on its capital stock which would materially adversely affect Borrower's ability to perform under the terms and conditions of this Agreement, or redeem, retire or purchase its capital stock or make any payment or distribution on account of its partnership interests, as the case may be, or make any material change in its capital structure.

5.10 Interested Transactions. Borrower shall not enter into any transaction with any Affiliate, officer, director, stockholder or partner of Borrower, as applicable, except in the ordinary course of and pursuant to the reasonable requirements of Borrower's business and upon fair and reasonable terms which are fully disclosed to Lender and are no less favorable to Borrower than Borrower would obtain in a comparable arm's length transaction with a Person not an Affiliate, officer, director, stockholder or partner of Borrower, as applicable.

5.11 Loans to Certain Persons. Borrower shall not make any loans or other advances of money (other than salary) to officers, directors, and individual stockholders of Borrower. Further, Borrower shall obtain Lender's prior written consent when making loans to partners or Affiliates of Borrower when said loan is made on terms and conditions less favorable to Borrower than Borrower would obtain in an arm's length transaction with a Person not an Affiliate or partner of Borrower, as applicable.

5.12 Compliance with Law. Borrower shall comply with all applicable state and federal law and regulations promulgated thereunder. Borrower shall comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or disability, including but not limited to the Illinois Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto. Borrower shall also comply with all provisions identified in Exhibit E.

5.13 WIA Use. Borrower agrees to utilize the Workforce Investment Act where possible.

VI. DEFAULTS

6.1 Defaults. If one or more of the following events ("Defaults") shall have occurred and be continuing:

- (a) Borrower fails to pay within five (5) days of when due, any amount due under the Note or other amount payable to Lender under this Agreement;
- (b) Borrower fails to observe or perform any covenant, requirement, or agreement contained in this Agreement, including the Exhibits hereto, for ten (10) days after written notice thereof has been given to the Borrower by Lender;
- (c) Any representation, warranty, certificate or statement made by Borrower in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement of other document delivered pursuant to this Agreement is deemed by the Lender to have been incorrect when made in any material respect;

City of Peoria
(Lender)

Pop-A-Shot Enterprises
(Borrower)

LOAN AGREEMENT

- (d) A default occurs with respect to any indebtedness of Borrower for Borrowed money or with respect to any material agreement or instrument to which Borrower is a party;
- (e) Borrower fails to observe or perform any covenant or agreement contained in any Security Document or a default occurs under any Security Document;
- (f) Borrower commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or consents to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or makes a general assignment for the benefit of creditors, or fails generally to pay its debts as they become due, or takes any corporate action to authorize any of the foregoing;
- (g) An involuntary case or other proceeding is commenced against Borrower seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or thereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings remains undismissed and unstayed for a period of 60 days; or an order for relief is entered against Borrower under the federal bankruptcy laws as now or hereafter in effect;
- (h) There is entered one or more judgments or decrees against Borrower that would result in the collateral value to the City, given its lien position, being less than the principal amount of loan to the City, excluding judgments or decrees which have been vacated, discharged, stayed or bonded pending appeal within thirty (30) days from entry thereof and judgments to the extent covered by insurance;
- (i) Borrower ceases to own 100 percent of the issued and outstanding voting stock or of any of the outstanding partnership interests, as the case may be, of Borrower;
- (j) **Pop-A-Shot Enterprises** ceases business operations within the corporate limits of the City of Peoria for any reason, including, but not limited to, fire or other casualty for one hundred and eighty (180) consecutive days;
- (k) Borrower fails to create/retain jobs as identified in Exhibit B;
- (l) Borrower relocates the business outside of the corporate limits of the Lender's community;
- (m) Borrower sells the real property upon which the property is located;
- (n) Borrower fails to maintain a minimum of equity interest in the project as described in Exhibit B;

Then, Lender may declare the Loan to be immediately due and payable without presentment, demand, protest or other notice of any kind, all which are hereby waived by Borrower.

6.2 Remedies with Respect to Collateral. If a Default shall have occurred, Lender shall have such rights with respect to the Collateral as are specified in the Security Documents.

6.3 Interest Upon Default. During such period as a Default shall have occurred and be continuing, interest on the Loan shall accrue and be payable at Default Rate.

VII. REMEDIES & TERMINATION

7.1 Notice and Cure. Upon the occurrence of an Event of Default, the non-defaulting party

City of Peoria
(Lender)

Pop-A-Shot Enterprises
(Borrower)

LOAN AGREEMENT

shall notify the defaulting party in writing of such Event of Default and material adverse impact it has caused, whereupon the defaulting party shall have thirty (30) days from its receipt of such notice to cure such Event of Default; provided, however, that if the Event of Default is not reasonably capable of being cured within thirty (30) days, the defaulting party shall not be deemed to be in default of its obligations hereunder so long as it begins to cure such failure or violation within such thirty (30) day period and thereafter pursues and implements a cure as set by Lender.

7.2 Remedies with Respect to Collateral. If a Default shall have occurred, Lender shall have such rights with respect to the Collateral as are specified in the Security Documents.

7.3 Alternative Remedies. After the applicable cure period for any Event of Default by Borrower expires without cure, the Lender may, as an alternative to the rights specified in this Loan Agreement, have the right to impose reasonable special conditions or restrictions upon Borrower with respect to the defaulted obligation, with which Borrower shall comply, including the following:

- (a) Requiring additional, more detailed financial reports and monitoring monitoring;
- (b) Requiring Borrower to obtain, at Borrower's expense, additional technical or management assistance in substitution for any technical, or management services failure which formed the basis of the default;
- (c) establishing additional prior approvals;
- (d) requiring Borrower, within a time period established by the Lender, to prepare a revised plan for implementation; or
- (e) requiring Borrower to terminate defaulting Contractors.

7.4 Termination. If Borrower fails to cure any Event of Default upon notice and within the time for cure provided for herein, the Lender may, by written notice to Borrower, terminate this Agreement and may pursue such other rights and remedies as the Lender may be entitled to at law or equity.

VIII. MISCELLANEOUS

8.1 Notices. All notices, demands, consents requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage shall be in writing and sent via: email, fax, personal service, or US Postal Service according to the following:

if to Borrower: Anthony Stucker
Pop-A-Shot Enterprises
918 SW Adams
Peoria, IL 61602
Email: tony@popashot.net

if to Lender: Cesar Suarez
City of Peoria
419 Fulton Street, Suite 207
Peoria, Illinois 61602
Email: csuarez@peoriagov.org

8.2 General Indemnification. Borrower shall fully and completely indemnify, defend and hold

City of Peoria
(Lender)

Pop-A-Shot Enterprises
(Borrower)

LOAN AGREEMENT

harmless Lender for all losses, costs, expenses (including attorneys' fees and expenses and cost of settlement), damages, penalties, actions, judgments, suits or other liabilities, or disbursement of any kind, which Lender may incur or which may be imposed upon or asserted against Lender in any way relating to or arising out this Agreement or Borrower's use of the proceeds of the Loan.

8.3 Right of Inspection; Reporting. Lender shall have the right of access, at all reasonable hours, to Borrower's premises and books and records for purposes of inspection of the Collateral and determining compliance with this Agreement. In addition to the reporting specifically required hereunder, Borrower shall furnish to Lender such information as Lender may reasonably request with respect to this Agreement or the Project.

8.4 Expenses. Borrower shall pay on demand all out-of-pocket expenses incurred by Lender in connection with the perfection of Lender's rights in the Collateral (including recording and filing fees, UCC lien searches, mortgage taxes, title insurance and survey costs and documentary stamp and other taxes) and the enforcement of the rights of Lender in connection with this Agreement or with the borrowings hereunder.

8.5 Survivals. All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making of the Loan herein contemplated and shall continue in full force and effect so long as any portion of the Loan is outstanding and unpaid.

8.6 No Waivers. No failure or delay by Lender in exercising any right, power or privilege hereunder or under any Security Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided is cumulative and not exclusive of any rights or remedies provided by law.

8.7 Severability. Wherever possible each provision of this Agreement is interpreted in such manner as to be effective and valid under applicable law, such provision is ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

8.8 Integration. This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.

8.9 Borrower Not A Corporation or a Partnership. In the event that Borrower is not organized as a corporation or a partnership, Sections 3.6, 4.1, 4.2 and 5.4 shall not apply to Borrower, provided that Borrower represents and warrants that it possesses all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

8.10 Illinois Law. This Agreement is construed in accordance with and governed by the law of the State of Illinois.

8.11 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which is an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

City of Peoria
(Lender)

Pop-A-Shot Enterprises
(Borrower)

LOAN AGREEMENT

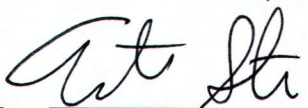
8.12 Amendments. No modification of or waiver of any provision of this Agreement, the Note or any of the Security Documents is effective unless the same is in writing and signed by the parties hereto.

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

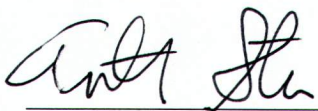
Pop-A-Shot Enterprises

Address: 918 SW Adams
Peoria, IL 61602

By: 
Anthony Stucker, Member


Anthony Stucker, as an individual

Foldan Ventures LLC


Anthony Stucker, Member

Attest: 
Cesar J. Suarez, Senior Development Specialist

City of Peoria

By: 
Patrick Urich, City Manager

Address: Peoria City Hall
419 Fulton Street
Peoria, Illinois 61602

Attest: 
Beth Ball, City Clerk

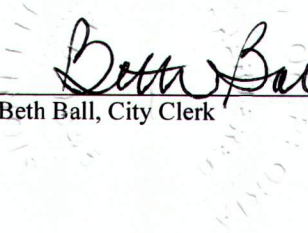


EXHIBIT - A
TO LOAN AGREEMENT
BETWEEN CITY OF PEORIA &
Pop-A-Shot Enterprises & Foldan Ventures
PROMISSORY NOTE

Peoria, Illinois

\$250,000

FOR VALUE RECEIVED, the undersigned, *Pop-A-Shot Enterprises, Foldan Ventures, and Anthony Stucker* (the "Borrower"), hereby unconditionally promises to pay to the order of the **CITY OF PEORIA** (the "Lender") the principal sum of *Two Hundred Fifty Thousand Dollars - \$250,000* such lesser amount as may have been advanced by Lender under the Loan Agreement between Borrower and Lender, together with the interest on the unpaid principal balance thereof at an interest rate per annum equal at all times to *four percent (4%)*. In the event of a "Default" as defined in the Loan Agreement, Borrower shall pay interest from the date of Default until payment in full of all principal and interest due on the loan or cure satisfactory to Lender at a per annum rate of twelve percent (12%). Interest shall be computed on the basis of a year of 360 days and actual days elapsed and shall be payable on the first day of each calendar month for the immediately preceding month.

The principal indebtedness and accruing interest evidenced hereby shall be payable according to the attached amortization schedule and disbursement schedule (if applicable), which is summarized below:

- a) the first day of the loan shall commence on *6/5/2019* with a *disbursement of \$125,000*,
- b) the first payment of the loan shall be, on the *7/5/2019* day of every month, thereafter.
- c) monthly payments shall be *interest-only at 4%* of outstanding principal disbursed,
- d) the loan will convert to a monthly principal-and-interest payments upon the full disbursement of \$250,000 principal, subject to payment of all contractors, and certificate of occupancy, amortized over *twenty (20) years* for a loan term of *ten (10) years*, monthly payments, starting upon the first of the month after full disbursement/s has been made.
- e) Borrower's payments shall be applied first to interest and then to principal.
- f) on the last day of the loan, Borrower shall pay Lender a *final payment* necessary to repay the unpaid principal amount of the loan and accrued interest made under the Loan Agreement in full.

This Promissory Note may be prepaid in whole or in part at any time without fee or penalty. Prior to the initiation of payment on principal pursuant hereto, Borrower shall pay accruing interest monthly. Both principal and interest are payable and pre-payable in lawful money of the United States of America to Lender at Peoria, Illinois in immediately available funds. All advances made by Lender to Borrower under the Loan Agreement and all payments made on account of principal and interest hereof shall be recorded by Lender on the books and records of Lender.

The Promissory Note is issued pursuant to the Loan Agreement and is subject to the terms thereof. Upon the happening of certain events described in the Loan Agreement, this Promissory

City of Peoria
(Lender)

Exhibit – A
Promissory Note to Loan Agreement

Pop-A-Shot Enterprises
(Borrower)

Note may be declared by Lender to be immediately due and payable.

Should the indebtedness represented by this Promissory Note or any part thereof be collected at law or in equity or in bankruptcy, receivership or other court proceedings or this Promissory Note is placed in the hands of attorneys for collection after Default, Borrower agrees to pay, in addition to the principal and interest due and payable hereon, reasonable attorneys' fees and costs of collection.

Borrower and any endorser hereof hereby waive presentment for payment, notice of dishonor, protest and notice of protest and other notices of every kind, and, to the fullest extent permitted by law, all rights to please any statute of limitations as a defense to any action hereunder. No delay on the part of the holder hereof in exercising any rights hereunder shall operate as a waiver of such rights.

This Promissory Note shall be governed by, and for all purposes construed in accordance with, the laws of the State of Illinois.

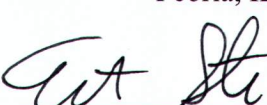
Dated this 5 day of June, 2019.

Pop-A-Shot Enterprises LLC

Address: 918 SW Adams
Peoria, IL 61602


By: 

Anthony Stucker, as member



Anthony Stucker, as an individual

Foldan Ventures LLC



Anthony Stucker, as member

Attest: 

Cesar J. Suarez, Senior Development Specialist



City of Peoria, IL
GENERAL BILLING LOANS

1 p | gbaloans

06/04/2019 13:38

rrunyon

LOAN ID: 9

AR Code: MR

Principal Charge: INB3A

Interest Charge: 14A

Start Date: 06/05/2019

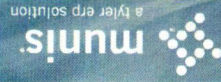
Customer: FOLIAN VENTURES (DBA POP-A-SHOT) (162499)

918 SW ADAMS
PEORIA, IL 61602 USA

Parcel:

PERIOD	DUE DATE	BEGINNING BALANCE	PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	PRIN PAID	INT PAID INVOICE
1	07/05/2019	125,000.00	416.67	.00	416.67	125,000.00		
2	08/05/2019	125,000.00	416.67	.00	416.67	125,000.00		
3	09/05/2019	125,000.00	416.67	.00	416.67	125,000.00		
4	10/05/2019	125,000.00	416.67	.00	416.67	125,000.00		
5	11/05/2019	125,000.00	416.67	.00	416.67	125,000.00		
6	12/05/2019	125,000.00	416.67	.00	416.67	125,000.00		
7	01/05/2020	125,000.00	416.67	.00	416.67	125,000.00		
8	02/05/2020	125,000.00	416.67	.00	416.67	125,000.00		
9	03/05/2020	125,000.00	416.67	.00	416.67	125,000.00		
10	04/05/2020	125,000.00	416.67	.00	416.67	125,000.00		
11	05/05/2020	125,000.00	416.67	.00	416.67	125,000.00		
12	06/05/2020	125,000.00	416.67	.00	416.67	125,000.00		
13	07/05/2020	125,000.00	416.67	.00	416.67	125,000.00		
14	08/05/2020	125,000.00	416.67	.00	416.67	125,000.00		
15	09/05/2020	125,000.00	416.67	.00	416.67	125,000.00		
16	10/05/2020	125,000.00	416.67	.00	416.67	125,000.00		
17	11/05/2020	125,000.00	416.67	.00	416.67	125,000.00		
18	12/05/2020	125,000.00	416.67	.00	416.67	125,000.00		
19	01/05/2021	125,000.00	416.67	.00	416.67	125,000.00		
20	02/05/2021	125,000.00	416.67	.00	416.67	125,000.00		
21	03/05/2021	125,000.00	416.67	.00	416.67	125,000.00		
22	04/05/2021	125,000.00	416.67	.00	416.67	125,000.00		
23	05/05/2021	125,000.00	416.67	.00	416.67	125,000.00		
24	06/05/2021	125,000.00	416.67	.00	416.67	125,000.00		
25	07/05/2021	125,000.00	416.67	.00	416.67	125,000.00		
26	08/05/2021	125,000.00	416.67	.00	416.67	125,000.00		
27	09/05/2021	125,000.00	416.67	.00	416.67	125,000.00		
28	10/05/2021	125,000.00	416.67	.00	416.67	125,000.00		
29	11/05/2021	125,000.00	416.67	.00	416.67	125,000.00		
30	12/05/2021	125,000.00	416.67	.00	416.67	125,000.00		
31	01/05/2022	125,000.00	416.67	.00	416.67	125,000.00		
32	02/05/2022	125,000.00	416.67	.00	416.67	125,000.00		
33	03/05/2022	125,000.00	416.67	.00	416.67	125,000.00		
34	04/05/2022	125,000.00	416.67	.00	416.67	125,000.00		
35	05/05/2022	125,000.00	416.67	.00	416.67	125,000.00		
36	06/05/2022	125,000.00	416.67	.00	416.67	125,000.00		
37	07/05/2022	125,000.00	416.67	.00	416.67	125,000.00		
38	08/05/2022	125,000.00	416.67	.00	416.67	125,000.00		
39	09/05/2022	125,000.00	416.67	.00	416.67	125,000.00		
40	10/05/2022	125,000.00	416.67	.00	416.67	125,000.00		
41	11/05/2022	125,000.00	416.67	.00	416.67	125,000.00		
42	12/05/2022	125,000.00	416.67	.00	416.67	125,000.00		
43	01/05/2023	125,000.00	416.67	.00	416.67	125,000.00		
44	02/05/2023	125,000.00	416.67	.00	416.67	125,000.00		

Loan Type: Interest only, fixed periods
 Period Type: Month
 Periods: 120
 Interest Only Periods: 120



LOAN ID: 9
 AR Code: MR
 Principal Charge: INB3A
 Interest Charge: 14A
 Start Date: 06/05/2019
 Customer: FOLDAN VENTURES (DBA POP-A-SHOT) (162499)
 918 SW ADAMS
 PEORIA, IL 61602 USA

Loan Type: Interest only, fixed periods
 Period Type: Month
 Periods: 120
 Interest Only Periods: 120
 Principal: 125,000.00
 Rate: 4.000000%
 Payment Amount: .00

PERIOD	DUE DATE	BEGINNING BALANCE	PAYMENT	PRINCIPAL	INTEREST ENDING BALANCE	PRIN PAID	INT PAID INVOICE
46	04/05/2023	125,000.00	416.67	.00	416.67	125,000.00	
47	05/05/2023	125,000.00	416.67	.00	416.67	125,000.00	
48	06/05/2023	125,000.00	416.67	.00	416.67	125,000.00	
49	07/05/2023	125,000.00	416.67	.00	416.67	125,000.00	
50	08/05/2023	125,000.00	416.67	.00	416.67	125,000.00	
51	09/05/2023	125,000.00	416.67	.00	416.67	125,000.00	
52	10/05/2023	125,000.00	416.67	.00	416.67	125,000.00	
53	11/05/2023	125,000.00	416.67	.00	416.67	125,000.00	
54	12/05/2023	125,000.00	416.67	.00	416.67	125,000.00	
55	01/05/2024	125,000.00	416.67	.00	416.67	125,000.00	
56	02/05/2024	125,000.00	416.67	.00	416.67	125,000.00	
57	03/05/2024	125,000.00	416.67	.00	416.67	125,000.00	
58	04/05/2024	125,000.00	416.67	.00	416.67	125,000.00	
59	05/05/2024	125,000.00	416.67	.00	416.67	125,000.00	
60	06/05/2024	125,000.00	416.67	.00	416.67	125,000.00	
61	07/05/2024	125,000.00	416.67	.00	416.67	125,000.00	
62	08/05/2024	125,000.00	416.67	.00	416.67	125,000.00	
63	09/05/2024	125,000.00	416.67	.00	416.67	125,000.00	
64	10/05/2024	125,000.00	416.67	.00	416.67	125,000.00	
65	11/05/2024	125,000.00	416.67	.00	416.67	125,000.00	
66	12/05/2024	125,000.00	416.67	.00	416.67	125,000.00	
67	01/05/2025	125,000.00	416.67	.00	416.67	125,000.00	
68	02/05/2025	125,000.00	416.67	.00	416.67	125,000.00	
69	03/05/2025	125,000.00	416.67	.00	416.67	125,000.00	
70	04/05/2025	125,000.00	416.67	.00	416.67	125,000.00	
71	05/05/2025	125,000.00	416.67	.00	416.67	125,000.00	
72	06/05/2025	125,000.00	416.67	.00	416.67	125,000.00	
73	07/05/2025	125,000.00	416.67	.00	416.67	125,000.00	
74	08/05/2025	125,000.00	416.67	.00	416.67	125,000.00	
75	09/05/2025	125,000.00	416.67	.00	416.67	125,000.00	
76	10/05/2025	125,000.00	416.67	.00	416.67	125,000.00	
77	11/05/2025	125,000.00	416.67	.00	416.67	125,000.00	
78	12/05/2025	125,000.00	416.67	.00	416.67	125,000.00	
79	01/05/2026	125,000.00	416.67	.00	416.67	125,000.00	
80	02/05/2026	125,000.00	416.67	.00	416.67	125,000.00	
81	03/05/2026	125,000.00	416.67	.00	416.67	125,000.00	
82	04/05/2026	125,000.00	416.67	.00	416.67	125,000.00	
83	05/05/2026	125,000.00	416.67	.00	416.67	125,000.00	
84	06/05/2026	125,000.00	416.67	.00	416.67	125,000.00	
85	07/05/2026	125,000.00	416.67	.00	416.67	125,000.00	
86	08/05/2026	125,000.00	416.67	.00	416.67	125,000.00	
87	09/05/2026	125,000.00	416.67	.00	416.67	125,000.00	
88	10/05/2026	125,000.00	416.67	.00	416.67	125,000.00	
89	11/05/2026	125,000.00	416.67	.00	416.67	125,000.00	

LOAN ID: 90 12/05/2026 125,000.00 416.67 .00 416.67 125,000.00
 AR Code: MR
 Principal Charge: INB3A
 Interest Charge: 14A
 Start Date: 06/05/2019
 Customer: FOLDAN VENTURES (DBA POP-A-SHOT) (162499)
 PEORIA, IL 61602 USA

Loan Type: Interest only, fixed periods
 Period Type: Month
 Periods: 120
 Interest Only Periods: 120

Principal: 125,000.00
 Rate: 4.000000%
 Payment Amount: .00

PERIOD	DUE DATE	BEGINNING BALANCE	PAYMENT	PRINCIPAL	INTEREST ENDING BALANCE	PRIN PAID	INT PAID INVOICE
91	01/05/2027	125,000.00	416.67	.00	416.67	125,000.00	
92	02/05/2027	125,000.00	416.67	.00	416.67	125,000.00	
93	03/05/2027	125,000.00	416.67	.00	416.67	125,000.00	
94	04/05/2027	125,000.00	416.67	.00	416.67	125,000.00	
95	05/05/2027	125,000.00	416.67	.00	416.67	125,000.00	
96	06/05/2027	125,000.00	416.67	.00	416.67	125,000.00	
97	07/05/2027	125,000.00	416.67	.00	416.67	125,000.00	
98	08/05/2027	125,000.00	416.67	.00	416.67	125,000.00	
99	09/05/2027	125,000.00	416.67	.00	416.67	125,000.00	
100	10/05/2027	125,000.00	416.67	.00	416.67	125,000.00	
101	11/05/2027	125,000.00	416.67	.00	416.67	125,000.00	
102	12/05/2027	125,000.00	416.67	.00	416.67	125,000.00	
103	01/05/2028	125,000.00	416.67	.00	416.67	125,000.00	
104	02/05/2028	125,000.00	416.67	.00	416.67	125,000.00	
105	03/05/2028	125,000.00	416.67	.00	416.67	125,000.00	
106	04/05/2028	125,000.00	416.67	.00	416.67	125,000.00	
107	05/05/2028	125,000.00	416.67	.00	416.67	125,000.00	
108	06/05/2028	125,000.00	416.67	.00	416.67	125,000.00	
109	07/05/2028	125,000.00	416.67	.00	416.67	125,000.00	
110	08/05/2028	125,000.00	416.67	.00	416.67	125,000.00	
111	09/05/2028	125,000.00	416.67	.00	416.67	125,000.00	
112	10/05/2028	125,000.00	416.67	.00	416.67	125,000.00	
113	11/05/2028	125,000.00	416.67	.00	416.67	125,000.00	
114	12/05/2028	125,000.00	416.67	.00	416.67	125,000.00	
115	01/05/2029	125,000.00	416.67	.00	416.67	125,000.00	
116	02/05/2029	125,000.00	416.67	.00	416.67	125,000.00	
117	03/05/2029	125,000.00	416.67	.00	416.67	125,000.00	
118	04/05/2029	125,000.00	416.67	.00	416.67	125,000.00	
119	05/05/2029	125,000.00	416.67	.00	416.67	125,000.00	
120	06/05/2029	125,000.00	416.67	.00	416.67	125,000.00	

** END OF REPORT - Generated by Rebecca Runyon **

**EXHIBIT - B
TO LOAN AGREEMENT
BETWEEN CITY OF PEORIA &
*Pop-A-Shot Enterprises & Foldan Ventures***

PROJECT DESCRIPTION & BUDGET

Project Description

Pop-A-Shot Enterprises, Anthony Stucker, and Foldan Ventures will utilize loan proceeds to grow the business through the purchase and renovation of building. An investment of \$1,650,000 will be used for purchase and renovation of building. The investment and start of the project is to take place immediately from City Council approval. The business will locate and operate at 918 - 926 SW Adams, Peoria IL, 61602 in a 18,500 sf facility, on 0.5 acres.

The project will create 10 jobs within two (2) years from start of loan. These jobs will be documented by the completion of the “Job Certification Form” and provided to the City.

The uses of funds and the financing required for the project are provided in the “Project Budget” below. The City’s loan of \$250,000 is being provided at four percent (4%) over a term of ten (10) years, monthly payments, amortized over twenty (20) years. The loan will result in monthly payments of per the amortization schedule provided in Exhibit A. Funds will come from the RLF-EDA fund.

Project Budget

The uses and sources of funds for the project are shown below.

<u>USES OF FUNDS</u>			<u>SOURCES OF FUNDS</u>		
Real Estate Purchase	\$ 450,000	27%	City - RLF Loan	\$ 250,000	15%
Building Improvements	\$ 1,200,000	73%	City - Grant	\$ -	0%
Machinery & Equipment (new)	\$ -	0%	Bank Loan - Term Loan	\$ 960,000	58%
Machinery & Equipment (exist)	\$ -	0%	Bank Loan - LOC	\$ -	0%
Inventory	\$ -	0%	Other Lender	\$ -	0%
Working Capital	\$ -	0%	EDA Grant	\$ -	0%
Other	\$ -	0%	Owner's Equity	\$ 440,000	27%
TOTAL USES	\$ 1,650,000	100%	TOTAL SOURCES	\$ 1,650,000	100%

EXHIBIT - C
TO LOAN AGREEMENT
BETWEEN CITY OF PEORIA &
Pop-A-Shot Enterprises & Foldan Ventures

STATEMENT OF OTHER FINANCING

To carry out this project, Pop-A-Shot Enterprises, Anthony Stucker and Foldan Ventures have obtained financing as shown in the table below:

<u>SOURCES OF FUNDS</u>			Interest Rate	Term	Amortized	Lien Position
City - RLF Loan	\$ 250,000	15%	3.00%	10 yrs	20 yrs	2nd
City - Grant	\$ -	0%				
Bank Loan - Term Loan	\$ 960,000	58%	5.25%	1 - 5 yrs	20 yrs	1st
Bank Loan - LOC	\$ -	0%	conversion	6 -10 yrs		
Other Lender	\$ -	0%				
EDA Grant	\$ -	0%				
Owner's Equity	\$ 440,000	27%				
TOTAL SOURCES	\$ 1,650,000	100%				

EXHIBIT - D
TO LOAN AGREEMENT
BETWEEN CITY OF PEORIA &
Pop-A-Shot Enterprises & Foldan Ventures

SECURITY STATEMENT

The City of Peoria will secure its loan through:

- 1) a Mortgage on 918 - 926 SW Adams, Peoria IL, 61602,
- 2) a Mortgage on 1630 Ascension - San Mateo, CA 94402,
- 3) a Corporate Guarantee from Pop-A-Shot Enterprises LLC,
- 4) a Corporate Guarantee from Foldan Ventures LLC
- 5) a Continuing Guarantee from Anthony Stucker.

EXHIBIT - E
TO LOAN AGREEMENT
BETWEEN CITY OF PEORIA &
Pop-A-Shot Enterprises & Foldan Ventures

REGULATORY REQUIREMENTS

1. Equal Employment Opportunity.

During the Performance of this Agreement the Firm agrees as follows:

- a. The Borrower will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Borrower will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; and selection for training, including apprenticeship. The Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Lender setting forth the provisions of this non-discrimination clause.
- b. The Borrower, in all solicitation or advertisements for employees placed by or on behalf of the Borrower, states that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- c. The Borrower will cause the foregoing provisions to be inserted in all contracts or subcontracts for any work covered by this Loan Agreement so that such provisions will be binding upon each contractor or subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

2. Civil Rights Act of 1964.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participating in, be denied by benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

3. Section 109 of the Housing and Community Development Act of 1974.

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4. Section 504 of the Rehabilitation Act of 1973.

The Borrower will not discriminate against any employee or applicant for employment for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Borrower agrees to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

City of Peoria
(Lender)

Exhibit – E
Regulatory Requirements

Pop-A-Shot Enterprises
(Borrower)

5. Section 402.

The Borrower will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Borrower agrees to employ, advance in employment and otherwise treat qualified disabled veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

6. Age Discrimination Act of 1975, as Amended.

The Borrower will not discriminate against any employee or applicant on the basis of age.

7. The Federal Labor Standards Provisions.

The project to which the work covered by this Agreement pertains is being assisted by the United States of America and Federal Labor Standards Provisions shall apply in any contract or subcontract pursuant to this Loan Agreement.

8. Breach of Foregoing Federal Labor Standards Provisions.

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

EXHIBIT - F
TO LOAN AGREEMENT
BETWEEN CITY OF PEORIA &
Pop-A-Shot Enterprises & Foldan Ventures

AGREEMENT TO COMPLY WITH THE
FEDERAL DAVIS BACON ACT

I hereby agree to the City of Peoria, Peoria County, Illinois, that all work under this project shall comply with the Davis Bacon Act (DBA) of the US Department of Labor

I understand that all contractors and subcontractors will be required to follow the DBA found at the US Department of Labor website at <http://www.dol.gov/whd/govcontracts/dba.htm>. Per the Act, each contractor or subcontractor must,

- a) on a weekly basis, provide the federal agency a copy of all payrolls for the preceding weekly payroll period,
- b) sign the "Statements of Compliance form WH-347 "Payroll (For Contractors Optional Use)" or on any form with identical wording.
- c) submit a completed Form WH-347 within seven days to the federal agency after the regular pay date for the pay period.

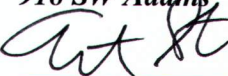
I agree that I will require the general contractor of the project to sign an affidavit with the City requiring them to: a) comply with the Act b) submit any bids on the project to be quoted with the US Department of Labor Rates for Peoria County, IL <http://www.wdol.gov/dba.aspx>, c) collect the weekly "Certified Transcript of Payroll" (CTP) for itself and all subcontractors on the project, and d) submit CTP's to the City no later than seven day from end of a given pay period.

I also agree that if I or the general contractor fails to abide by the Act and meet the above requirements for the project, the City will consider this as a condition of Default under any agreement by which the funds were obtained for the project.

Funding Agreement: *Loan*

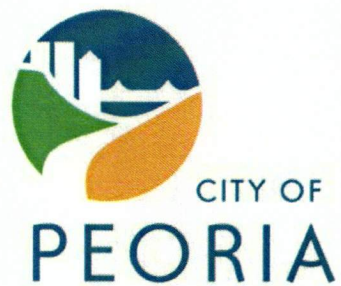
Project Name: *Pop-A-Shot Enterprises & Foldan Ventures*

Project Location: *918 SW Adams*

Authorized Signature: 

Printed Signature: Anthony Suetter

Date Signed: 6/6/19



LOAN CLOSING DOCUMENTS
with

Pop-A-Shot Enterprises
&
Foldan Ventures LLC

June 03, 2019

CITY OF PEORIA
&
Pop-A-Shot Enterprises LLC

**LOAN CLOSING DOCUMENTS
TABLE OF CONTENTS**

- Corporate Resolution to Borrow Funds/Grant Collateral
 - – ***Pop-A-Shot Enterprises LLC***
- Corporate Resolution to Borrow Funds/Grant Collateral
 - – ***Foldan Ventures LLC***
- Security Agreement
- Insurance Provision Agreement – ***Pop-A-Shot Enterprises LLC***
- Insurance Provision Agreement – ***Foldan Ventures LLC***
- Insurance Provision Agreement – ***Anthony J. Stucker***
- Continuing Guarantee – ***Pop-A-Shot Enterprises LLC***
- Continuing Guarantee – ***Foldan Ventures LLC***
- Continuing Guarantee – ***Anthony J. Stucker***
- Mortgage – ***918 - 926 SW Adams, Peoria IL, 61602***
- Mortgage – ***1630 Ascension - San Mateo, CA 94402***
- Job Certification Form – ***Pop-A-Shot Enterprises LLC***
- Disbursement Agreement - ***Foldan Ventures LLC***

City of Peoria
(Lender)

Pop-A-Shot Enterprises LLC
(Borrower)

RESOLUTION TO BORROW FUNDS/GRANT COLLATERAL

<u>Principal</u>	<u>Loan Start Date</u>	<u>First Payment</u>	<u>Term</u>	<u>Maturity Date</u>
\$250,000	Day of Disbursement Per Promissory Note	1 month afterwards	ten (10) years, monthly payments amortized over	120 months afterwards
twenty (20) years				

Disbursement --

\$ 125,000 at closing and start of construction, and \$125,000 upon certificate of occupancy, approximately 6 months later.

Organization: Pop-A-Shot Enterprises LLC
918 SW Adams
Peoria, IL 61602


Lender: City of Peoria
419 Fulton Street
Peoria, IL 61602

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ORGANIZATION’S EXISTENCE. The complete and correct name of the Organization is Pop-A-Shot Enterprises LLC_and Subsidiaries (“Organization”). The Organization is for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. The Organization is duly authorized to transact business in all other states in which the Organization is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Organization is doing business. Specifically, the Organization is, and at all times shall be, duly qualified as a foreign Organization in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Organization has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Organization maintains its principal office at 918 SW Adams - Peoria, IL 61602. Unless the Organization has designated otherwise in writing, this is the principal office at which the Organization keeps its books and records. The Organization will notify Lender prior to any change in the location of the Organization’s state of organization or any change in the Organization’s name. The Organization shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Organization and the Organization’s business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Organization, or if the Organization is a close Organization having no Board of Directors then at a meeting of the Organization’s shareholders, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICERS. The following named persons are officers or owners of the Organization:

<u>Names</u>	<u>Titles</u>	<u>Authorized</u>	<u>Actual Signatures</u>
Anthony J. Stucker	Member	Y	X 
_____	Member	Y	X _____

ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Organization. Specifically, but without limitation, any two (2) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Organization:

Borrower. To borrow from Lender on such loan terms as may be agreed upon between the officers of the Organization and Lender (the “Loan”). The amount of the Loan shall consist of the original principal amount of \$250,000 _ Two Hundred Fifty Thousand Dollars evidence by a Promissory Note in said amount, the terms of which are governed by the certain Loan Agreement between the Organization and Lender, as the same may be modified with the approval of the Organization and Lender, if done in writing and signed by both parties. The execution and delivery of the Note, the Loan Agreement and the documents referred to therein by the officers of the Organization is hereby ratified, confirmed, and approved.

City of Peoria
(Lender)

Pop-A-Shot Enterprises LLC
(Borrower)

RESOLUTION TO BORROW FUNDS/GRANT COLLATERAL

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Organization or in which the Organization now or hereafter may have an interest, including without limitation all real property and all personal property (tangible or intangible) of the Organization, as security for the Loan, and as a security for the payment of any loans, any promissory notes, or any other or further indebtedness of Organization to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered. The provisions of this Resolution authorizing or relating to the pledge, mortgage, transfer, endorsement, hypothecation, granting of a security interest in, or in any way encumbering, the assets of the Organization shall include, without limitation, doing so in order to lend collateral security for the indebtedness, now or hereafter existing, and of any nature whatsoever, of Organization to Lender. The Organization has considered the value to itself of lending collateral in support of such indebtedness, and the Organization represents to Lender that the Organization is benefited by doing so.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Further Acts. To do and perform such other acts and things and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Organization, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Organization has filed or recorded all documents or filings required by law relating to all assumed business names used by the Organization. Excluding the name of the Organization, the following is a complete list of all assumed business names under which the Organization does business: Pop-A-Shot Enterprises LLC

NOTICES TO LENDER. The Organization will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Organization's name; (B) change in the Organization's assumed business name(s); (C) change in the management of the Organization; (D) change in the authorized signer(s); (E) change in the Organization's principal office address; (F) change in the Organization's state of organization; (G) conversion of the Organization to a new or different type of business entity; or (H) change in any other aspect of the Organization that directly or indirectly relates to any agreements between the Organization and Lender. No change in the Organization's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officers named above are duly elected, appointed, or employed by or for the Organization, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Organization, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Organization has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Organization's agreements or commitments in effect at the time notice is given.

City of Peoria
(Lender)

Pop-A-Shot Enterprises LLC
(Borrower)

RESOLUTION TO BORROW FUNDS/GRANT COLLATERAL

IN TESTIMONY WHEREOF, We have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Organization certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Grant Collateral/Guarantee is dated June 5, 2019.

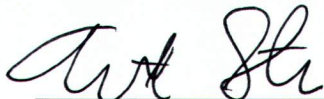
THIS RESOLUTION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS RESOLUTION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

CERTIFIED TO AND ATTESTED BY:

Pop-A-Shot Enterprises LLC

Address: 918 SW Adams
Peoria, IL 61602

By:



Anthony J. Stucker, Member

NOTE: If the officers signing this Resolution are designated by the foregoing document as one of the officers authorized to act on the Organization's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Organization.

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

RESOLUTION TO BORROW FUNDS/GRANT COLLATERAL

<u>Principal</u>	<u>Loan Start Date</u>	<u>First Payment</u>	<u>Term</u>	<u>Maturity Date</u>
\$250,000	Day of Disbursement Per Promissory Note	1 month afterwards	ten (10) years, monthly payments amortized over twenty (20) years	120 months afterwards

Disbursement --

\$ 125,000 at closing and start of construction, and \$125,000 upon certificate of occupancy, approximately 6 months later.

Organization: Foldan Ventures LLC
416 Main Street, Suite 1125
Peoria, IL 61602

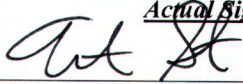
Lender: City of Peoria
419 Fulton Street
Peoria, IL 61602

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ORGANIZATION'S EXISTENCE. The complete and correct name of the Organization is **Foldan Ventures LLC** and Subsidiaries ("Organization"). The Organization is for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. The Organization is duly authorized to transact business in all other states in which the Organization is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Organization is doing business. Specifically, the Organization is, and at all times shall be, duly qualified as a foreign Organization in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Organization has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Organization maintains its principal office at **416 Main Street, Suite 1125- Peoria, IL 61602**. Unless the Organization has designated otherwise in writing, this is the principal office at which the Organization keeps its books and records. The Organization will notify Lender prior to any change in the location of the Organization's state of organization or any change in the Organization's name. The Organization shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Organization and the Organization's business activities.

RESOLUTIONS ADOPTED. At a meeting of the Directors of the Organization, or if the Organization is a close Organization having no Board of Directors then at a meeting of the Organization's shareholders, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICERS. The following named persons are officers or owners of the Organization:

<u>Names</u>	<u>Titles</u>	<u>Authorized</u>	<u>Actual Signatures</u>
Anthony J. Stucker	Member	Y	X 
_____	Member	Y	X _____

ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Organization. Specifically, but without limitation, any two (2) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Organization:

Borrower. To borrow from Lender on such loan terms as may be agreed upon between the officers of the Organization and Lender (the "Loan"). The amount of the Loan shall consist of the original principal amount of **\$250,000 - Two Hundred Fifty Thousand Dollars** evidence by a Promissory Note in said amount, the terms of which are governed by the certain Loan Agreement between the Organization and Lender, as the same may be modified with the approval of the Organization and Lender, if done in writing and signed by both parties. The execution and delivery of the Note, the Loan Agreement and the documents referred to therein by the officers of the Organization is hereby ratified, confirmed, and approved.

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

RESOLUTION TO BORROW FUNDS/GRANT COLLATERAL

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Organization or in which the Organization now or hereafter may have an interest, including without limitation all real property and all personal property (tangible or intangible) of the Organization, as security for the Loan, and as a security for the payment of any loans, any promissory notes, or any other or further indebtedness of Organization to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered. The provisions of this Resolution authorizing or relating to the pledge, mortgage, transfer, endorsement, hypothecation, granting of a security interest in, or in any way encumbering, the assets of the Organization shall include, without limitation, doing so in order to lend collateral security for the indebtedness, now or hereafter existing, and of any nature whatsoever, of Organization to Lender. The Organization has considered the value to itself of lending collateral in support of such indebtedness, and the Organization represents to Lender that the Organization is benefited by doing so.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Further Acts. To do and perform such other acts and things and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Organization, as the officers may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Organization has filed or recorded all documents or filings required by law relating to all assumed business names used by the Organization. Excluding the name of the Organization, the following is a complete list of all assumed business names under which the Organization does business: Foldan Ventures LLC

NOTICES TO LENDER. The Organization will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Organization's name; (B) change in the Organization's assumed business name(s); (C) change in the management of the Organization; (D) change in the authorized signer(s); (E) change in the Organization's principal office address; (F) change in the Organization's state of organization; (G) conversion of the Organization to a new or different type of business entity; or (H) change in any other aspect of the Organization that directly or indirectly relates to any agreements between the Organization and Lender. No change in the Organization's name or state of organization will take effect until after Lender has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officers named above are duly elected, appointed, or employed by or for the Organization, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Organization, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Organization has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Organization's agreements or commitments in effect at the time notice is given.

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

RESOLUTION TO BORROW FUNDS/GRANT COLLATERAL

IN TESTIMONY WHEREOF, We have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Organization certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Grant Collateral/Guarantee is dated June 5, 2019.

THIS RESOLUTION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS RESOLUTION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

CERTIFIED TO AND ATTESTED BY:

Foldan Ventures LLC

Address: 416 Main Street, Suite 1125
Peoria, IL 61602

By:



Anthony J. Stucker, Member

NOTE: If the officers signing this Resolution are designated by the foregoing document as one of the officers authorized to act on the Organization's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Organization.

City of Peoria
(Lender)

Pop-A-Shot Enterprises LLC
(Borrower)

SECURITY AGREEMENT

This Security Agreement between the **City of Peoria**, an Illinois Municipal Corporation (“Lender”) and **Pop-A-Shot Enterprises LLC**, a Limited Liability Corporation; **Foldan Ventures LLC**, Limited Liability Corporation, and **Anthony J. Stucker, and Paul** (“Borrower”) is made 5 day of June, 2019.

Lender and Borrower have entered into a Loan Agreement dated as of June 5, 2019, (“Loan Agreement”). Each capitalized term used herein shall have the meaning assigned in the Loan Agreement unless otherwise defined herein.

(1) To secure the Loan (as defined in the Loan Agreement) and all of the Borrower’s other payment and performance obligations under the Loan Agreement, Borrower hereby grants to Lender a continuing security interest in and to all of the property and interests in property of Borrower identified below by a marking the space applicable thereto, whether such property is now owned or existing or hereafter acquired or arising and located the Peoria project as described in Exhibit D of the Loan Agreement (hereinafter termed the “Collateral”):

- The real estate property at: 1630 Ascension - San Mateo Highlands, CA 94402 and to be secured with a mortgage;
- The real estate property at: 918 - 926 SW Adams, Peoria IL, 61602 and to be secured with a mortgage;
- All insurance proceeds relating to any of the foregoing;
- All books and records relating to any of the foregoing; and
- All accessories and additions to substitutions for, and replacements, products made, and proceeds of any of the foregoing.

(2) Borrower shall make appropriate entries on its financial statements and books and records disclosing Lender’s security interest in the Collateral.

(3) At Lender’s request, Borrower shall execute and/or deliver to Lender, at any time or times hereafter, all Security Documents that Lender may reasonably request and will pay costs of any recording or filing of the same. Upon the occurrence of a Default, Borrower hereby irrevocably makes, constitutes and appoints Lender (and all Persons designated by Lender for that purpose) as Borrower’s true and lawful power of attorney (and agent-in-fact) to sign the name of Borrower on any of the Security Documents and to deliver any of the Security Documents to such Persons as Lender, in its sole discretion, may elect. Borrower agrees that a carbon, photographic, photo static, or other reproduction of this Security Agreement or of a financing statement is sufficient as a financing statement.

(4) Lender (by any of its officers, employees and/or agents) shall have the right, at any time or times during Borrower’s usual business hours, without prior notice, to inspect the Collateral, all records related thereto (and to make extracts from such records related thereto) and the premises upon which any of the Collateral is located, to discuss Borrowers’ affairs and finances with any Person and to verify the amount, quality, quantity, value and condition of, or any other matter relating to, the Collateral.

City of Peoria
(Lender)

Pop-A-Shot Enterprises LLC
(Borrower)

SECURITY AGREEMENT

(5) Borrower's chief executive office, principal place of business and all other offices and locations of the Collateral and books and records related thereto (including, without limitation, computer programs, printouts and other computer materials and records concerning the Collateral) are set forth on the Loan Agreement. Borrower shall not remove the books and records or the Collateral from any such locations (except for removal of Inventory upon its sale) and shall not open any new offices or relocate any of its books and records or the Collateral except within the continental United States of America with at least thirty (30) days prior written notice thereof to Lender.

(6) Borrower shall not sell or dispose of any Collateral except for sales of inventory in the ordinary course of its business, (if applicable).

(7) Borrower has not, during the preceding five years, been known as or used any other corporate or fictitious name.

(8) Upon and after the occurrence of a Default, Lender shall have the following rights and remedies:

(i) All of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, all of which rights and remedies shall be cumulative, and none exclusive, to the extent permitted by law, in addition to any other rights and remedies contained in the Loan Agreement or in this Security Agreement.

(ii) The right to (a) enter upon the premises of Borrower or any other place or places where the Collateral is located and kept, without any obligations to pay rent to Borrower, through self-help and without judicial process or first obtaining a final judgment or giving Borrower notice and opportunity for a hearing on the validity of Lender's claim, and remove the Collateral from such premises and places to the premises of Lender or any agent of Lender, for such time as Lender may require to collect or liquidate the Collateral, and/or (b) require Borrower to deliver the Collateral to Lender at a place to be designated by Lender;

(iii) The right to sell or to otherwise dispose of all or any Collateral in its then condition, or after any further manufacturing or processing thereof, at public or private sale or sales, with such notice as provided in Section (10) below, in lots or in bulk, for cash or any credit, all as Lender, in its sole discretion, may deem advisable. At any such sale or sales of the Collateral, the Collateral need not be in view of those present and attending the sale, nor at the same location at which the sale is being conducted. Lender shall have the right to conduct such sales on Borrower's premises or elsewhere and shall have the right to use, without charge, Borrower's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar advertising matter, or any property of a similar nature, as it pertains to the Collateral and Borrower's rights under all licenses and all franchise agreements shall inure to Lender's benefit. Lender may purchase all or any part of the Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may setoff the amount of such price against the Loan.

City of Peoria
(Lender)

Pop-A-Shot Enterprises LLC
(Borrower)


SECURITY AGREEMENT

(9) Any notice required to be given by Lender of a sale, lease, other disposition of the Collateral or any other intended action by Lender, which is deposited in the United States mail, registered mail, return receipt requested, duly addressed to Borrower, at the address set forth in Exhibit A hereof, ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to Borrower.

IN WITNESS WHEREOF, Borrower and Lender have caused this Security Agreement to be executed as of the day and year first above written.

Address: 918 SW Adams
Peoria, IL 61602

By: 
Anthony J. Stucker, member of Pop-A Shot LLC


Anthony J. Stucker, as an individual


Anthony J. Stucker, member of Foldan Ventures LLC

City of Peoria

By: 
Patrick Urich, City Manager

Address: Peoria City Hall
419 Fulton Street
Peoria, Illinois 61602

Attest: 
Beth Ball, City Clerk

City of Peoria
(Lender)

Pop-A-Shot Enterprises LLC
(Guarantor)

AGREEMENT TO PROVIDE INSURANCE COVERAGE

<u>Principal</u>	<u>Loan Start Date</u>	<u>First Payment</u>	<u>Term</u>	<u>Maturity Date</u>
\$250,000	Day of Disbursement Per Promissory Note	1 month afterwards	ten (10) years, monthly payments amortized over twenty (20) years	120 months afterwards

Disbursement --

\$ 125,000 at closing and start of construction, and \$125,000 upon certificate of occupancy, approximately 6 months later.

Organization: Pop-A-Shot Enterprises LLC
918 SW Adams
Peoria, IL 61602

Lender: City of Peoria
419 Fulton Street
Peoria, IL 61602

INSURANCE REQUIREMENTS. Guarantor Pop-A-Shot Enterprises LLC ("Guarantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Guarantor by Lender. These requirements are set forth in the security documents for the loan. Guarantor must provide Lender a certificate of insurance providing minimum coverage of both property and casualty coverage for the collateral described below (the "Collateral") :

CERTIFICATE OF CAUSALTY INSURANCE should indicate the following:

1. Company Affording Coverage – Any insurance company with a rating of B plus or better through ambestratings.com
2. Certificate Holder – "City of Peoria – 419 Fulton Street – Peoria, IL 61602"
3. Special Conditions/Other Coverages – "Additional Insured"
4. Covered Property – All assets, specifically that which is collateralized by the loan.
5. Insured Limits – As determined to be reasonable and corresponding to value of business

CERTIFICATE OF PROPERTY INSURANCE should indicate the following:

1. Company Affording Coverage – Any insurance company with a rating of B plus or better through ambestratings.com
2. Certificate Holder – "City of Peoria 419 Fulton Street – Peoria, IL 61602"
3. Special Conditions/Other Coverages – "Mortgagee (if property involved)" or "Loss Payable"
4. Covered Property – All assets, specifically that which is collateralized by the loan.
5. Insured Limits – Full replacement value of assets

THE FOLLOWING COLLATERAL AND COVERAGE MUST BE PROVIDED

Collateral: **918 - 926 SW Adams, Peoria IL, 61602**

TYPE: Fire and extended coverage.

AMOUNT: Full Insurable Value.

BASIS: Replacement value.

ENDORSEMENTS: Standard mortgagee's clause with stipulation that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender, and without disclaimer of the insurer's liability for failure to give such notice.

LATEST DELIVERY DATE: By 10 days after the loan closing date.

Collateral: **All equipment, together with the following property: All Fixtures.**

TYPE: All risks, including fire, theft and liability.

AMOUNT: Full Insurable Value

BASIS: Replacement value

ENDORSEMENTS: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.

LATEST DELIVERY DATE: By 10 days after the loan closing date.

INSURANCE COMPANY: Guarantor may obtain insurance from any insurance company Guarantor may choose that is reasonably acceptable to Lender. Guarantor understands that credit may not be denied solely because insurance was not purchased through Lender.

FLOOD INSURANCE: Flood Insurance for the Collateral securing this loan is described as follows:

Real Estate at: **918 - 926 SW Adams, Peoria IL, 61602**

City of Peoria
(Lender)

Pop-A-Shot Enterprises LLC
(Guarantor)

AGREEMENT TO PROVIDE INSURANCE COVERAGE

The Collateral securing this loan is not currently located in an area identified as having special flood hazards. Therefore, no special flood hazard insurance is necessary at this time. Should the Collateral at any time be deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Guarantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Collateral is located in a special flood hazard area, for the full unpaid balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program or from private insurers.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

City of Peoria – 419 Fulton Street – Peoria, IL 61602

FAILURE TO PROVIDE INSURANCE. Guarantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of June 5, 2019 or earlier. UNLESS GUARANTOR PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY GUARANTOR’S AGREEMENT WITH LENDER, LENDER MAY PURCHASE INSURANCE AT GUARANTOR’S EXPENSE TO PROTECT LENDER’S INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT GUARANTOR’S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT GUARANTOR MAKES, OR ANY CLAIM THAT IS MADE AGAINST GUARANTOR IN CONNECTION WITH THE COLLATERAL. GUARANTOR MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT GUARANTOR HAS OBTAINED INSURANCE AS REQUIRED BY THEIR AGREEMENT. IF LENDER PURCHASES INSURANCE FOR THE COLLATERAL, GUARANTOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO GUARANTOR’S TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE GUARANTOR MAY BE ABLE TO OBTAIN ON GUARANTOR’S OWN.

In addition, the insurance may not provide any public liability or property damage indemnification and may not meet the requirements of any financial responsibility laws.

AUTHORIZATION: For purposes of insurance coverage on the Collateral, Guarantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED June 5, 2019.


THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GUARANTOR:

CERTIFIED TO AND ATTESTED BY:

Pop-A-Shot Enterprises LLC

Address: 918 SW Adams
Peoria, IL 61602

By: 

Anthony J. Stucker, as a member

Attest: 

Cesar Suarez, Senior Development Specialist

City of Peoria
(Lender)

Anthony J. Stucker
(Guarantor)

AGREEMENT TO PROVIDE INSURANCE COVERAGE

<u>Principal</u>	<u>Loan Start Date</u>	<u>First Payment</u>	<u>Term</u>	<u>Maturity Date</u>
\$250,000	Day of Disbursement	1 month afterwards	ten (10) years, monthly payments	120 months afterwards

Disbursement --

\$ 125,000 at closing and start of construction, and \$125,000 upon certificate of occupancy, approximately 6 months later.

Guarantor: Anthony J. Stucker
918 SW Adams
Peoria, IL 61606

Lender: City of Peoria
419 Fulton Street
Peoria, IL 61602

INSURANCE REQUIREMENTS. Guarantor Anthony J. Stucker ("Guarantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Borrower by Lender. These requirements are set forth in the security documents for the loan. Guarantor must provide Lender a certificate of insurance providing minimum coverage of both property and casualty coverage for the collateral described below (the "Collateral") :

CERTIFICATE OF CAUSALTY INSURANCE should indicate the following:

1. Company Affording Coverage – Any insurance company with a rating of B plus or better through ambestratings.com
2. Certificate Holder – "City of Peoria – 419 Fulton Street, Peoria IL 61401"
3. Special Conditions/Other Coverages – "Additional Insured"
4. Covered Property – All assets, specifically that which is collateralized by the loan.
5. Insured Limits – As determined to be reasonable and corresponding to value of business

CERTIFICATE OF PROPERTY INSURANCE should indicate the following:

1. Company Affording Coverage – Any insurance company with a rating of B plus or better through ambestratings.com
2. Certificate Holder – "City of Peoria – 419 Fulton Street Street, Peoria IL 61401"
3. Special Conditions/Other Coverages – "Mortgagee (if property involved)" or "Loss Payable"
4. Covered Property – All assets, specifically that which is collateralized by the loan.
5. Insured Limits – Full replacement value of assets

THE FOLLOWING COLLATERAL AND COVERAGE MUST BE PROVIDED

Collateral: 1630 Ascension - San Mateo Highlands, CA 94402

TYPE: Fire and extended coverage.

AMOUNT: Full Insurable Value.

BASIS: Replacement value.

ENDORSEMENTS: Standard mortgagee's clause with stipulation that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender, and without disclaimer of the insurer's liability for failure to give such notice.

LATEST DELIVERY DATE: By 10 days after the loan closing date.

INSURANCE COMPANY: Guarantor may obtain insurance from any insurance company Guarantor may choose that is reasonably acceptable to Lender. Guarantor understands that credit may not be denied solely because insurance was not purchased through Lender.

FLOOD INSURANCE: Flood Insurance for the Collateral securing this loan is described as follows:

Real Estate at: 1630 Ascension - San Mateo Highlands, CA 94402

The Collateral securing this loan is not currently located in an area identified as having special flood hazards. Therefore, no special flood hazard insurance is necessary at this time. Should the Collateral at any time be deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Guarantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Collateral is located in a special flood hazard area, for the full unpaid balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program or from private insurers.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

City of Peoria – 419 Fulton Street – Peoria, IL 61602

City of Peoria
(Lender)

Anthony J. Stucker
(Guarantor)

AGREEMENT TO PROVIDE INSURANCE COVERAGE

FAILURE TO PROVIDE INSURANCE. Guarantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of June 5, 2019 or earlier. UNLESS GUARANTOR PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY GUARANTOR'S AGREEMENT WITH LENDER, LENDER MAY PURCHASE INSURANCE AT GUARANTOR'S EXPENSE TO PROTECT LENDER'S INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT GUARANTOR'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT GUARANTOR MAKES, OR ANY CLAIM THAT IS MADE AGAINST GUARANTOR IN CONNECTION WITH THE COLLATERAL. GUARANTOR MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT GUARANTOR HAS OBTAINED INSURANCE AS REQUIRED BY THEIR AGREEMENT. IF LENDER PURCHASES INSURANCE FOR THE COLLATERAL, GUARANTOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO GUARANTOR'S TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE GUARANTOR MAY BE ABLE TO OBTAIN ON GUARANTOR'S OWN.

In addition, the insurance may not provide any public liability or property damage indemnification and may not meet the requirements of any financial responsibility laws.

AUTHORIZATION: For purposes of insurance coverage on the Collateral, Guarantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED June 5, 2019.


THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GUARANTOR:

CERTIFIED TO AND ATTESTED BY:

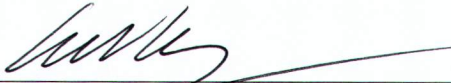
Address: *1630 Ascension
San Mateo Highlands, CA 94402*

By:



Anthony J. Stucker, as an individual

Attest:



Cesar Suarez, Senior Development Specialist

City of Peoria
(Lender)

Foldan Ventures LLC
(Guarantor)

AGREEMENT TO PROVIDE INSURANCE COVERAGE

<u>Principal</u>	<u>Loan Start Date</u>	<u>First Payment</u>	<u>Term</u>	<u>Maturity Date</u>
\$250,000	Day of Disbursement	1 month afterwards	ten (10) years, monthly payments	120 months afterwards

Disbursement --

\$ 125,000 at closing and start of construction, and \$125,000 upon certificate of occupancy, approximately 6 months later.

Guarantor: Foldan Ventures LLC
918 SW Adams
Peoria, IL 61602

Lender: City of Peoria
419 Fulton Street
Peoria, IL 61602

INSURANCE REQUIREMENTS. Guarantor Foldan Ventures LLC ("Guarantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Borrower by Lender. These requirements are set forth in the security documents for the loan. Guarantor must provide Lender a certificate of insurance providing minimum coverage of both property and casualty coverage for the collateral described below (the "Collateral") :

CERTIFICATE OF CAUSALTY INSURANCE should indicate the following:

1. Company Affording Coverage – Any insurance company with a rating of B plus or better through ambestratings.com
2. Certificate Holder – "City of Peoria – 419 Fulton Street, Peoria IL 61401"
3. Special Conditions/Other Coverages – "Additional Insured"
4. Covered Property – All assets, specifically that which is collateralized by the loan.
5. Insured Limits – As determined to be reasonable and corresponding to value of business

CERTIFICATE OF PROPERTY INSURANCE should indicate the following:

1. Company Affording Coverage – Any insurance company with a rating of B plus or better through ambestratings.com
2. Certificate Holder – "City of Peoria – 419 Fulton Street, Peoria IL 61401"
3. Special Conditions/Other Coverages – "Mortgagee (if property involved)" or "Loss Payable"
4. Covered Property – All assets, specifically that which is collateralized by the loan.
5. Insured Limits – Full replacement value of assets

THE FOLLOWING COLLATERAL AND COVERAGE MUST BE PROVIDED

Collateral: 918 - 926 SW Adams, Peoria IL, 61602

TYPE: Fire and extended coverage.

AMOUNT: Full Insurable Value.

BASIS: Replacement value.

ENDORSEMENTS: Standard mortgagee's clause with stipulation that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender, and without disclaimer of the insurer's liability for failure to give such notice.

LATEST DELIVERY DATE: By 10 days after the loan closing date.

Collateral: All equipment, together with the following property: All Fixtures.

TYPE: All risks, including fire, theft and liability.

AMOUNT: Full Insurable Value

BASIS: Replacement value

ENDORSEMENTS: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.

LATEST DELIVERY DATE: By 10 days after the loan closing date.

INSURANCE COMPANY: Guarantor may obtain insurance from any insurance company Guarantor may choose that is reasonably acceptable to Lender. Guarantor understands that credit may not be denied solely because insurance was not purchased through Lender.

FLOOD INSURANCE: Flood Insurance for the Collateral securing this loan is described as follows:

Real Estate at: 918 - 926 SW Adams, Peoria IL, 61602

The Collateral securing this loan is not currently located in an area identified as having special flood hazards. Therefore, no special flood hazard insurance is necessary at this time. Should the Collateral at any time be deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Guarantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Collateral is located in a special flood hazard area, for the full unpaid balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise

City of Peoria
(Lender)

Foldan Ventures LLC
(Guarantor)

AGREEMENT TO PROVIDE INSURANCE COVERAGE

required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program or from private insurers.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

City of Peoria – 419 Fulton Street – Peoria, IL 61602

FAILURE TO PROVIDE INSURANCE. Guarantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of June 5, 2019 or earlier. UNLESS GUARANTOR PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY GUARANTOR'S AGREEMENT WITH LENDER, LENDER MAY PURCHASE INSURANCE AT GUARANTOR'S EXPENSE TO PROTECT LENDER'S INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT GUARANTOR'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT GUARANTOR MAKES, OR ANY CLAIM THAT IS MADE AGAINST GUARANTOR IN CONNECTION WITH THE COLLATERAL. GUARANTOR MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT GUARANTOR HAS OBTAINED INSURANCE AS REQUIRED BY THEIR AGREEMENT. IF LENDER PURCHASES INSURANCE FOR THE COLLATERAL, GUARANTOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO GUARANTOR'S TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE GUARANTOR MAY BE ABLE TO OBTAIN ON GUARANTOR'S OWN.

In addition, the insurance may not provide any public liability or property damage indemnification and may not meet the requirements of any financial responsibility laws.

AUTHORIZATION: For purposes of insurance coverage on the Collateral, Guarantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED June 5, 2019.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

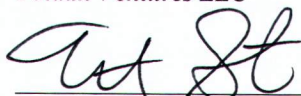
GUARANTOR:

CERTIFIED TO AND ATTESTED BY:

Foldan Ventures LLC

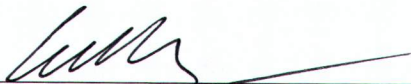
Address: 918 SW Adams
Peoria, IL 61602

By:



Anthony J. Stucker, Member

Attest:



Cesar Suarez, Senior Development Specialist

City of Peoria
(Lender)

Pop-A-Shot Enterprises LLC
(Borrower)

CONTINUING GUARANTY

TO: CITY OF PEORIA, ILLINOIS

(1) For valuable consideration, the undersigned, Pop-A-Shot Enterprises LLC, (hereinafter called Guarantor) unconditionally guarantee and promise to pay to the City of Peoria, Illinois ("Lender"), on order, on demand, in lawful money of the United States, any and all indebtedness Pop-A-Shot Enterprises LLC ("Borrower") to Lender under a Loan Agreement dated as of ~~May~~ June 5, 2019, between Borrower and Lender. The word "indebtedness" as used herein means all principal, interest, fees, expenses, costs or indemnities which Borrower owes Lender pursuant to the Loan Agreement, whether recovery upon such indebtedness may be or hereafter become otherwise unenforceable.

(2) This is a continuing guaranty relating to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or from time to time renew it after it has been satisfied.

(3) Guarantor authorizes Lender, without notice or demand and without affecting its liability hereunder, from time to time to (a) renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness or any part thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security for the payment of this guaranty or the indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Lender in its discretion may determine; (d) settle, release, compromise, collect or otherwise liquidate the indebtedness; and (e) release or substitute any one or more endorsers or guarantors. Lender may without notice assign this guaranty in whole or in part.

(4) Guarantor waives any right to require Lender to (a) proceed against Borrower, (b) proceed against or exhaust any security held from Borrower; or (c) pursue any other remedy in Lender's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower. Until all indebtedness of Borrower to Lender shall have been paid in full, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Lender now has or may hereafter have against Borrower, and waives any benefit of, and any right to participate in any security now or hereafter held by Lender. Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this guaranty and of the existence, creation, or incurring of new or additional indebtedness.

(5) This guaranty shall be continuing and shall not be discharged, impaired or affected by (a) the power or authority or lack thereof of Borrower to incur the indebtedness; (b) the validity or invalidity of the documents evidencing the indebtedness or securing the same; (c) any defenses whatsoever that Borrower may or might have to the payment of the indebtedness; or (d) any right of offset, counterclaim or defense (other than payment in full of the indebtedness and the performance of all the obligations in accordance with the terms of the documents evidencing the indebtedness) that Guarantor may or might have to its undertakings, liabilities and obligations hereunder, each and every such defense being hereby waived by Guarantor.

City of Peoria
(Lender)

Pop-A-Shot Enterprises LLC
(Borrower)

CONTINUING GUARANTY

(6) Any indebtedness of Borrower now or hereafter held by guarantor is hereby subordinated to the indebtedness of Borrower to Lender; and such indebtedness of Borrower to Guarantor if Lender so requests shall be collected, enforced and received by Guarantor as trustees for Lender and be paid over to Lender on account of the indebtedness of Borrower to Lender without reducing or affecting in any manner the liability of Guarantor under the other provisions of this guaranty.

(7) Guarantor agrees to pay all reasonable attorney's fees and all other costs and expenses which may be incurred by Lender in the enforcement of this guaranty.

(8) No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof and no single exercise of any right of Lender's as provided herein shall be deemed to exhaust the right. Failure by Lender to declare a default shall not constitute waiver thereof or of any subsequent default.

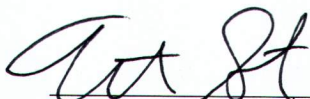
(9) This guaranty shall be construed in accordance with and governed by the law of the State of Illinois. Guarantor agrees that the state or federal courts in Illinois shall have jurisdiction to hear and determine any claims or disputes pertaining to this guaranty or to any matter arising there from.

Executed this 5 day of June, 2019.

Pop-A-Shot Enterprises LLC

Address: 918 SW Adams
Peoria, IL 61602

By:



Anthony J. Stucker, Member

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

CONTINUING GUARANTY

TO: CITY OF PEORIA, ILLINOIS

(1) For valuable consideration, the undersigned, Foldan Ventures LLC, (hereinafter called Guarantor) unconditionally guarantee and promise to pay to the City of Peoria, Illinois ("Lender"), on order, on demand, in lawful money of the United States, any and all indebtedness Foldan Ventures LLC ("Borrower") to Lender under a Loan Agreement dated as of June 5, 2019, between Borrower and Lender. The word "indebtedness" as used herein means all principal, interest, fees, expenses, costs or indemnities which Borrower owes Lender pursuant to the Loan Agreement, whether recovery upon such indebtedness may be or hereafter become otherwise unenforceable.

(2) This is a continuing guaranty relating to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or from time to time renew it after it has been satisfied.

(3) Guarantor authorizes Lender, without notice or demand and without affecting its liability hereunder, from time to time to (a) renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness or any part thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security for the payment of this guaranty or the indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Lender in its discretion may determine; (d) settle, release, compromise, collect or otherwise liquidate the indebtedness; and (e) release or substitute any one or more endorsers or guarantors. Lender may without notice assign this guaranty in whole or in part.

(4) Guarantor waives any right to require Lender to (a) proceed against Borrower, (b) proceed against or exhaust any security held from Borrower; or (c) pursue any other remedy in Lender's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower. Until all indebtedness of Borrower to Lender shall have been paid in full, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Lender now has or may hereafter have against Borrower, and waives any benefit of, and any right to participate in any security now or hereafter held by Lender. Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this guaranty and of the existence, creation, or incurring of new or additional indebtedness.

(5) This guaranty shall be continuing and shall not be discharged, impaired or affected by (a) the power or authority or lack thereof of Borrower to incur the indebtedness; (b) the validity or invalidity of the documents evidencing the indebtedness or securing the same; (c) any defenses whatsoever that Borrower may or might have to the payment of the indebtedness; or (d) any right of offset, counterclaim or defense (other than payment in full of the indebtedness and the performance of all the obligations in accordance with the terms of the documents evidencing the indebtedness) that Guarantor may or might have to its undertakings, liabilities and obligations hereunder, each and every such defense being hereby waived by Guarantor.

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

CONTINUING GUARANTY

(6) Any indebtedness of Borrower now or hereafter held by guarantor is hereby subordinated to the indebtedness of Borrower to Lender; and such indebtedness of Borrower to Guarantor if Lender so requests shall be collected, enforced and received by Guarantor as trustees for Lender and be paid over to Lender on account of the indebtedness of Borrower to Lender without reducing or affecting in any manner the liability of Guarantor under the other provisions of this guaranty.

(7) Guarantor agrees to pay all reasonable attorney's fees and all other costs and expenses which may be incurred by Lender in the enforcement of this guaranty.

(8) No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof and no single exercise of any right of Lender's as provided herein shall be deemed to exhaust the right. Failure by Lender to declare a default shall not constitute waiver thereof or of any subsequent default.

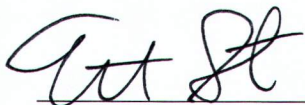
(9) This guaranty shall be construed in accordance with and governed by the law of the State of Illinois. Guarantor agrees that the state or federal courts in Illinois shall have jurisdiction to hear and determine any claims or disputes pertaining to this guaranty or to any matter arising there from.

Executed this 5 day of June, 2019.

Foldan Ventures LLC

Address: 918 SW Adams
Peoria, IL 61602

By:



Anthony J. Stucker, Member

City of Peoria
(Lender)

Pop-A-Shot Enterprises LLC
(Borrower)

CONTINUING GUARANTY

TO: CITY OF PEORIA, ILLINOIS

(1) For valuable consideration, the undersigned, Anthony J. Stucker, (hereinafter called Guarantors) unconditionally guarantee and promise to pay to the City of Peoria, Illinois ("Lender"), on order, on demand, in lawful money of the United States, any and all indebtedness Pop-A-Shot Enterprises LLC ("Borrower") to Lender under a Loan Agreement dated as of

June 5, 2019, between Borrower and Lender. The word "indebtedness" as used herein means all principal, interest, fees, expenses, costs or indemnities which Borrower owes Lender pursuant to the Loan Agreement, whether recovery upon such indebtedness may be or hereafter become otherwise unenforceable.

(2) This is a continuing guaranty relating to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or from time to time renew it after it has been satisfied.

(3) Guarantor authorizes Lender, without notice or demand and without affecting its liability hereunder, from time to time to (a) renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness or any part thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security for the payment of this guaranty or the indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Lender in its discretion may determine; (d) settle, release, compromise, collect or otherwise liquidate the indebtedness; and (e) release or substitute any one or more endorsers or guarantors. Lender may without notice assign this guaranty in whole or in part.

(4) Guarantor waives any right to require Lender to (a) proceed against Borrower, (b) proceed against or exhaust any security held from Borrower; or (c) pursue any other remedy in Lender's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower. Until all indebtedness of Borrower to Lender shall have been paid in full, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Lender now has or may hereafter have against Borrower, and waives any benefit of, and any right to participate in any security now or hereafter held by Lender. Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this guaranty and of the existence, creation, or incurring of new or additional indebtedness.

(5) This guaranty shall be continuing and shall not be discharged, impaired or affected by (a) the power or authority or lack thereof of Borrower to incur the indebtedness; (b) the validity or invalidity of the documents evidencing the indebtedness or securing the same; (c) any defenses whatsoever that Borrower may or might have to the payment of the indebtedness; or (d) any right of offset, counterclaim or defense (other than payment in full of the indebtedness and the performance of all the obligations in accordance with the terms of the documents evidencing the indebtedness) that Guarantor may or might have to its undertakings, liabilities and obligations hereunder, each and every such defense being hereby waived by Guarantor.

City of Peoria
(Lender)

Pop-A-Shot Enterprises LLC
(Borrower)

CONTINUING GUARANTY

(6) Any indebtedness of Borrower now or hereafter held by guarantor is hereby subordinated to the indebtedness of Borrower to Lender; and such indebtedness of Borrower to Guarantor if Lender so requests shall be collected, enforced and received by Guarantor as trustees for Lender and be paid over to Lender on account of the indebtedness of Borrower to Lender without reducing or affecting in any manner the liability of Guarantor under the other provisions of this guaranty.

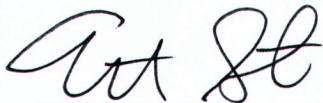
(7) Guarantor agrees to pay all reasonable attorney's fees and all other costs and expenses which may be incurred by Lender in the enforcement of this guaranty.

(8) No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof and no single exercise of any right of Lender's as provided herein shall be deemed to exhaust the right. Failure by Lender to declare a default shall not constitute waiver thereof or of any subsequent default.

(9) This guaranty shall be construed in accordance with and governed by the law of the State of Illinois. Guarantor agrees that the state or federal courts in Illinois shall have jurisdiction to hear and determine any claims or disputes pertaining to this guaranty or to any matter arising there from.

Executed this 5 day of June, 2019.

By:



Anthony J. Stucker, Guarantor

Address: 918 SW Adams
Peoria, IL 61602



June 3, 2019

Anthony J. Stucker and Paul
Pop-A-Shot Enterprises LLC
918 SW Adams
Peoria, IL 61602

RE: City Revolving Loan Fund – Job Report

Dear Anthony J. Stucker:

In accordance with the loan agreement with the City of Peoria, Pop-A-Shot Enterprises LLC committed to create 10 jobs. This employment number will have to be met within two (2) years from the start date of the loan.

The way we monitor the jobs retained and created is through the use of a Job Reporting Form, which is attached. As you add employees, please update and return to my attention. As soon as you have met the agreed upon job retention and creation number, you will not have to keep submitting this form.

If you have any questions or need additional information, please contact me at (309) 494-8640.

Sincerely,

A handwritten signature in black ink, appearing to read "Cesar J. Suarez", on a light yellow background.

Cesar J. Suarez
Senior Development Specialist
csuarez@peoriagov.org

cc: File Copy

CITY OF PEORIA Job Retention & Attraction Report

Company Info

Company Name: Pop-A-Shot
 Address: 918 SW Adams Street
 City/ State/ Zip: Peoria, IL 61602
 Contact Person: Anthony Stucker Title: President
 Phone: 650.796.0321 Email: tony@popashot.net

Existing Employees

Job Title/Class	Number of Employees	Average Hourly Wage	Ave. Hours Worked per Week	Total Hours Worked per Year
				-
				-
				-
				-
				-
				-
				-
				-
				-
Total Hours Worked for Existing Employees:				-
One Full Time Equivalent in Hours Equals:				2,080
Total FTE's RETAINED:				-

New Employees

Job Title/Class	Number of Employees	Average Hourly Wage	Ave. Hours Worked per Week	Total Hours Worked per Year
				-
				-
				-
				-
				-
				-
				-
				-
				-
Total Hours Worked for New Employees:				-
One Full Time Equivalent in Hours Equals:				2,080
Total FTE's CREATED:				-
GRAND TOTAL FTE'S RETAINED & CREATED:				

I certify the jobs itemized above have been retained or created as of the date specified below:

Signature

Date

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

DISBURSEMENT AGREEMENT

This Disbursement Agreement (“Agreement”) between the **City of Peoria**, an Illinois Municipal Corporation (“Lender”) and **Pop-A-Shot Enterprises LLC**, a Limited Liability Corporation; **Foldan Ventures LLC**, Limited Liability Corporation, and **Anthony J. Stucker, and Paul** (“Borrower”) is made 5 day of June, 2019.

Lender and Borrower have entered into a Loan Agreement dated as of June 5, 2019, (“Loan Agreement”).

RECITALS

A. **Lender** has agreed to lend to Borrower, and Borrower has agreed to borrow from Lender, certain amounts, not to exceed \$250,000 (the “**Loan**” or “**Loan Proceeds**”), for the purpose of obtaining financing for a Project as described in Exhibit “A”, whose terms and conditions of Lender's obligation to lend and the Borrower's commitment to borrow are set forth in the “Loan Agreement”, and in the other Loan Documents (as such term is defined in the Loan Agreement).

B. The parties hereto wish to enter into this Agreement to set forth their mutual agreement and understanding regarding the terms, circumstances, and conditions under which proceeds of the Loan will be made available to Borrower to pay for the Project.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

Each capitalized term used herein shall have the meaning assigned in the Loan Agreement unless otherwise defined herein:

“**Budget**” means the final sources and uses funds for the Project and a line item construction budget as provided in Exhibit B.

“**Eligible Costs**” means any of the line-item expenditures to be funded by the Loan and approved by the Lender.

“**Project**” means the description as elements, components, and systems being purchased as provided in Exhibit A.

“**Material Change Order**” means a change order to the Budget, construction contract or any of the other Construction Documents in connection with the construction of the Improvements that would result in an overall increase or decrease in excess of five percent (5%) in Project cost, reflected in the Budget.

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

DISBURSEMENT AGREEMENT

“Required Placed In-Service Date” (also, “Placed In-Service Date”) means the date by which the commercial unit is constructed, and be ready and available for occupancy in accordance with State and local laws

SECTION 1

1. **Budget.** The parties hereto agree and acknowledge that the budget attached hereto as Exhibit “B” is the overall budget and a line item construction budget for the Project and has been approved by Lender. The parties hereto agree that the funding and construction schedule for the Project is attached hereto as Exhibit “C”. The form for a draw request to be used for purposes of this Agreement is attached hereto as Exhibit “D” (the **“Draw Request”**).

SECTION 2

2. **Amendments.** The Loan Agreement shall not be amended or modified in any manner that would affect the amount, timing, and conditions to funding of the Loan without the prior written notification of each party to this Agreement.

SECTION 3

3. **Draw Request Procedure.** Draw Requests will be submitted according the requirements in this section:

- a. Prior to the first Draw Request of \$125,000 the Borrower must certify that:
 - i) all sources of funds as shown in Exhibit B, has been committed, as evidenced by the provision of executed debt and equity agreements.
 - ii) the Lender’s Loan Agreement and closing documents have been signed.
- b. Prior to the second and final Draw Request of \$125,000 the Borrower must certify that
 - i) security interest has been transferred to Lender per the Loan Agreement,
 - ii) prior and future Loan funds have and will be used for constructing commercial space.
 - iii) certified payrolls for each week of construction has been provided for all contractors and subcontractors,
 - iv) mechanical lien waivers have been provided from all contractors and subcontractors, and
 - v) an occupancy permit has been received.

Lender will review documentation and approve any draw of funds, and reserves the right to further review, question and approve draws of loan funds, including using third-party/s to assist in such approval.

SECTION 4

4. Draw Requests and Change Orders

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

DISBURSEMENT AGREEMENT

a. The Project Owner shall notify Lender of any Material Change Order, regardless of whether any proposed disbursement would be affected by such Material Change Order.

b. Should a Material Change Order affect the financial feasibility of the Project, the Project Owner shall submit to the Lender a description of the curative actions to be taken by the Project Owner, Developer and the Contractor to accelerate construction progress and/or align the sources and uses of funds for the Project notwithstanding such Material Change Order (the "Action Plan"). The Action Plan shall be in form and substance reasonably satisfactory to the Lender and shall be signed by the Developer and the Project Owner as evidence of their intent to implement or cause to be implemented the Action Plan as described. Failure of the Project Owner to submit and/or cause implementation of an Action Plan reasonably acceptable to the Lender shall entitle the Lender to suspend making disbursements of Loan funds under this Agreement until such time as an acceptable Action Plan has been received and implementation thereof has commenced.

SECTION 5

5. **Developer Fee Payments**

a. None.

SECTION 6

6. **Miscellaneous.**

a. **BORROWER SHALL INDEMNIFY LENDER AND HOLD HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES, ACTIONS, SUITS OR PROCEEDINGS AT LAW OR IN EQUITY, OR ANY OTHER EXPENSE, FEES OR CHARGES OF ANY CHARACTER OR NATURE, WHICH IT MAY INCUR OR WITH WHICH EITHER OF THEM MAY BE THREATENED BY REASON OF ITS ENTERING INTO THIS AGREEMENT, AND IN CONNECTION THEREWITH, TO INDEMNIFY LENDER AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND THE COSTS OF DEFENDING OR APPEARING IN ANY ACTION OR RESISTING ANY CLAIM; PROVIDED, HOWEVER, THAT BORROWER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD DEPARTMENT AND LENDER HARMLESS FOR ANY SUCH LIABILITIES INCURRED BY, IMPOSED UPON OR ESTABLISHED AGAINST DEPARTMENT OR LENDER, AS THE CASE MAY BE, FOR LENDER'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.**

b. The Disbursement Agreement shall provide the guidance for and shall take into account all applicable state payment laws, and any applicable federal payment laws.

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

DISBURSEMENT AGREEMENT

c. Any notice, consent, request, demand or other communication required or permitted to be given hereunder must be in writing and shall be deemed sufficiently given or made when (i) delivered in person, (ii) sent by proper courier or national overnight delivery service with proof of delivery and courier fees paid by sender, (iii) sent by email or telecopy with telephonic and/or email confirmation of receipt, or (iv) three days after deposit in the United States mail by first class mail, registered or certified, return receipt requested, postage prepaid, as follows:

if to Borrower: Anthony Stucker
Pop-A-Shot Enterprises
918 SW Adams
Peoria, IL 61602
Email: tony@popashot.net

if to Lender: Cesar Suarez
City of Peoria
419 Fulton Street, Suite 207
Peoria, Illinois 61602
Email: csuarez@peoriagov.org

d. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE OF LAWS OF THE STATE OF ILLINOIS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.**

e. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.

f. Time is of the essence for the performance of the obligations of the parties hereunder.

g. This Agreement is binding upon and shall inure to the benefit of the Lender, and Borrower and their respective successors and assigns.

h. The Parties hereto voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute (whether based upon contract, tort or otherwise) between or among them arising out of or in any way related to this agreement or any relationship among the parties hereto (or any of them). This provision is a material inducement to Lender to provide the financing described herein or in the Loan Agreement. Both parties acknowledge that Binding Arbitration is not a part of this Agreement.

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

DISBURSEMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts as the dates below written.

IN WITNESS WHEREOF, Borrower and Lender have caused this Disbursement Agreement to be executed as of the day and year first above written.

Foldan Ventures LLC

Address: 918 SW Adams
Peoria, IL 61602

By:



Anthony J. Stucker, Member

City of Peoria, Illinois

By:



Patrick Urich, City Manager

Address: Peoria City Hall
419 Fulton Street
Peoria, Illinois 61602

Attest:

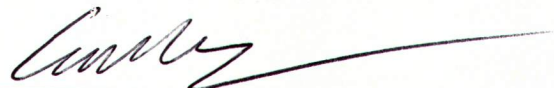
Beth Ball, City Clerk

APPROVED AS TO CONTENT:



Donald B. Leist, City Attorney

APPROVED AS TO FORM:



Cesar Suarez, Economic Development Staff

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

DISBURSEMENT AGREEMENT

EXHIBIT - A

PROJECT DESCRIPTION

Pop-A-Shot LLC (PAS) is relocating to Peoria and plan to lease 7,700 sf (two floors) from Foldan Ventures LLC (Foldan). Foldan has purchased 918-926 SW Adams which consist of four buildings on a half acre (26,780 sf) lot. The buildings altogether contain nearly 18,500 sf of leasable space of which 14,000 sf, or 76% would be occupied by a total of five tenants after a new lease is signed by PAS, and other leases are renewed.

An investment of \$1.65 million is planned by PAS and Foldan which includes: a) purchase of property--\$450,000, b) demolish storage building--Building 4, and c) make improvements--\$1.2 million to Building 3, for the office and shop space to be occupied by PAS.

Renovation of Building #3 (921 May Street) is to be leased by PAS will include: a) a complete gutting, b) a new roof, c) new mechanicals, d) elevator, and e) the replacement of stairs, new entry way, and windows. Renovation of building is planned for obtaining historic tax credits, which would provide income tax credits up to investor Foldan Ventures LLC.

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

DISBURSEMENT AGREEMENT

EXHIBIT - B

OVERALL BUDGET & CONSTRUCTION BUDGET

Overall Project Budget

<u>USES OF FUNDS</u>			<u>SOURCES OF FUNDS</u>		
Real Estate Purchase	\$ 450,000	27%	City - RLF Loan	\$ 250,000	15%
Building Improvements	\$ 1,200,000	73%	City - Grant	\$ -	0%
Machinery & Equipment (new)	\$ -	0%	Bank Loan - Term Loan	\$ 960,000	58%
Machinery & Equipment (exist)	\$ -	0%	Bank Loan - LOC	\$ -	0%
Inventory	\$ -	0%	Other Lender	\$ -	0%
Working Capital	\$ -	0%	EDA Grant	\$ -	0%
Other	\$ -	0%	Owner's Equity	\$ 440,000	27%
TOTAL USES	\$ 1,650,000	100%	TOTAL SOURCES	\$ 1,650,000	100%

Construction Budget – Itemized (attached)

Construction & Demo Costs	921,557
Contingency	75,348
Architecture & Engineering Fees	75,000
General Contractor's Fees	42,119
Other Soft Costs	83,079
	\$ 1,197,103

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

DISBURSEMENT AGREEMENT

EXHIBIT - D

DRAW REQUEST TO LENDER

Requested By: _____ Date _____

Under the Loan Agreement and Disbursement Agreement by and among Lender and Borrower, with respect to a certain **\$250,000** Loan, the Borrower hereby request final payment from the Lender pursuant to the Disbursing Agreement, and the construction occurring at 918 SW Adams - Peoria, IL 61602 (the Project).

The Borrower hereby states and certifies that:

1. Costs paid from the Lender’s Loan from the initial disbursement of \$125,000 and Loan’s funds being requested in the amount of \$125,000 have been incurred by the Borrower, have been paid by the Borrower, and such Loan funds have been strictly used for the construction of the commercial unit at the Project as evidenced in ATTACHMENT 1 – MECHANICAL LIEN WAIVERS.
2. Payments to all contractors and subcontractor for work performed on the Project was done according to the Davis Bacon Act and certified payrolls for each week of the Project have been submitted to Lender as evidenced in ATTACHMENT 2 – CERTIFIED PAYROLLS.
3. The commercial unit and tenant use of commercial unit leased by Borrower has been completed in accordance with the municipality’s zoning and building codes as evidenced by ATTACHMENT 3 – CERTIFIED OF OCCUPANY.

Foldan Ventures LLC

Address: 918 SW Adams
Peoria, IL 61602

By: _____
Anthony J. Stucker, Member

City of Peoria
(Lender)

Foldan Ventures LLC
(Borrower)

DISBURSEMENT AGREEMENT

EXHIBIT - C

CONSTRUCTION SCHEDULE

Start immediately and complete construction within 9 months.

SUBORDINATION AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$960,000.00	06-05-2019	06-05-2029	1047161	1000	0000071628-01	108	

Borrower: Foldan Ventures, LLC; Pop-A-Shot Enterprise LLC; and Anthony J Stucker 1630 Ascension Dr San Mateo, CA 94402	Lender: Morton Community Bank Branch #39 PO Box 104 Morton, IL 61550
Creditor: City of Peoria 419 Fulton Street, Suite 207 Peoria, IL 61602	

THIS SUBORDINATION AGREEMENT dated June 5, 2019, is made and executed among Foldan Ventures, LLC; Pop-A-Shot Enterprise LLC; and Anthony J Stucker; 1630 Ascension Dr; San Mateo, CA 94402 ("Borrower"); City of Peoria ("Creditor"); and Morton Community Bank, Branch #39, PO Box 104, Morton, IL 61550 ("Lender").

CURRENT INDEBTEDNESS OWING TO CREDITOR. As of the date of this Agreement, Borrower is indebted to Creditor in the **aggregate amount of \$250,000.00 pursuant to a certain promissory note (the "Subordinated Note")**. This amount is the total indebtedness of every kind from Borrower to Creditor.

REQUESTED FINANCIAL ACCOMMODATIONS. Creditor and Borrower each want Lender to provide financial accommodations to Borrower in the form of (A) new credit or loan advances, (B) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (C) other benefits to Borrower. Borrower and Creditor each represent and acknowledge to Lender that Creditor will benefit as a result of these financial accommodations from Lender to Borrower, and Creditor acknowledges receipt of valuable consideration for entering into this Agreement. **Based on the representations and acknowledgments contained in this Agreement, Borrower and Creditor agree with Lender as follows:**

SUBORDINATED INDEBTEDNESS. The words "Subordinated Indebtedness" as used in this Agreement mean all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from **Borrower to Creditor**. The term "Subordinated Indebtedness" is used in its broadest sense and includes without limitation all principal, all interest, all costs, attorneys' fees, all sums paid for the purpose of protecting the rights of a holder of security, all contingent obligations of Borrower (such as a guaranty), and all other obligations, secured or unsecured, of any nature whatsoever.

SUPERIOR INDEBTEDNESS. The words "Superior Indebtedness" as used in this Agreement mean and include all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from **Borrower to Lender**. The term "Superior Indebtedness" is used in its broadest sense and includes without limitation all principal, all interest, all costs, attorneys' fees, all sums paid for the purpose of protecting Lender's rights in security (such as paying for insurance on collateral if the owner fails to do so), all contingent obligations of Borrower (such as a guaranty), all obligations arising by reason of Borrower's accounts with Lender (such as an overdraft on a checking account), and all other obligations of Borrower to Lender, secured or unsecured, of any nature whatsoever.

SUBORDINATION. All Subordinated Indebtedness of Borrower to Creditor is and shall be subordinated in all respects to all Superior Indebtedness of Borrower to Lender. If Creditor holds one or more Security Interests, whether now existing or hereafter acquired, in any of Borrower's real property or personal property, Creditor also subordinates all Creditor's Security Interests to all Security Interests held by Lender, whether now existing or hereafter acquired, except Creditor shall have first priority interest in domicile at 1630 Ascension Drive, San Mateo, CA 94402, known as property tax number 04-14-110-502 and Creditor's interest in such domicile shall not be subordinated by Creditor to Lender.

PAYMENTS TO CREDITOR. Except as provided in the following paragraph entitled **PERMITTED PAYMENTS TO CREDITOR**, Borrower will not make and Creditor will not accept, at any time while any Superior Indebtedness is owing to Lender, (A) any payment upon any Subordinated Indebtedness, (B) any advance, transfer, or assignment of assets to Creditor in any form whatsoever that would reduce at any time or in any way the amount of Subordinated Indebtedness, or (C) any transfer of any assets as security for the Subordinated Indebtedness. Notwithstanding the foregoing, Borrower may make regularly scheduled payments of interest only to Creditor so long as Borrower is not in default under any agreement between Lender and Borrower. Creditor may not accelerate any amounts owed to Creditor without Lender's prior written consent.

In the event of any distribution, division, or application, whether partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of Borrower's assets, or the proceeds of Borrower's assets, in whatever form, to creditors of Borrower or upon any indebtedness of Borrower, whether by reason of the liquidation, dissolution or other winding-up of Borrower, or by reason of any execution sale, receivership, insolvency, or bankruptcy proceeding, assignment for the benefit of creditors, proceedings for reorganization, or readjustment of Borrower or Borrower's properties, then and in such event, (A) the Superior Indebtedness shall be paid in full before any payment is made upon the Subordinated Indebtedness, and (B) all payments and distributions, of any kind or character and whether in cash, property, or securities, which shall be payable or deliverable upon or in respect of the Subordinated Indebtedness shall be paid or delivered directly to Lender for application in payment of the amounts then due on the Superior Indebtedness until the Superior Indebtedness shall have been paid in full, except Creditor shall have first priority interest in domicile at 1630 Ascension Drive, San Mateo, CA 94402, known as property tax number 04-14-110-502 and Creditor's interest in such domicile shall not be subordinated by Creditor to Lender.

In order that Lender may establish its right to prove claims and recover for its own account dividends based on the Subordinated Indebtedness, Creditor does hereby assign all its right, title, and interest in such claims to Lender. Creditor further agrees to supply such information and evidence, provide access to and copies of such of Creditor's records as may pertain to the Subordinated Indebtedness, and execute such instruments as may be required by Lender to enable Lender to enforce all such claims and collect all dividends, payments, or other disbursements which may be made on account of the Subordinated Indebtedness. For such purposes, Creditor hereby irrevocably authorizes Lender in its discretion to make and present for or on behalf of Creditor such

proofs of claims on account of the Subordinated Indebtedness as Lender may deem expedient and proper and to vote such claims in any such proceeding and to receive and collect any and all dividends, payments, or other disbursements made thereon in whatever form the same may be paid or issued and to apply the same on account of the Superior Indebtedness.

Should any payment, distribution, security, or proceeds thereof be received by Creditor at any time on the Subordinated Indebtedness contrary to the terms of this Agreement, Creditor immediately will deliver the same to Lender in precisely the form received (except for the endorsement or assignment of Creditor if necessary), for application on or to secure the Superior Indebtedness, whether it is due or not due, and until so delivered the same shall be held in trust by Creditor as property of Lender. In the event Creditor fails to make any such endorsement or assignment, Lender, or any of its officers on behalf of Lender, is hereby irrevocably authorized by Creditor to make the same.

PERMITTED PAYMENTS TO CREDITOR. Borrower may make regular scheduled payments of interest and principal due to Creditor pursuant to the Subordinated Note provided that there is no event of default with respect to the Superior Indebtedness. If there is an event of default with respect to the Superior Indebtedness, Creditor shall not accept and Borrower shall not make (A) any payment upon any Subordinated Note or Subordinated Indebtedness, (B) any advance, transfer, or assignment of assets to Creditor in any form whatsoever that would reduce at any time or in any way the amount of the Subordinated Note or Subordinated Indebtedness, or (C) any transfer of any assets as security for the Subordinated Note or Subordinated Indebtedness, except Creditor shall have first priority interest in domicile at 1630 Ascension Drive, San Mateo, CA 94402, known as property tax number 04-14-110-502 and Creditor's interest in such domicile shall not be subordinated by Creditor to Lender. The regular scheduled payments due to Creditor under the Subordinated Note shall not include any (i) prepayments without the written consent of the Lender; (ii) any payments as a result of acceleration, demand or change in terms of Subordinated Note; or (iii) any payment of principal and interest after written notice from Lender to Creditor and Borrower that a default has occurred under the terms of Superior Indebtedness until such time that the default is cured as determined at the sole discretion of Lender.

CREDITOR'S NOTES. Creditor agrees to deliver to Lender, at Lender's request, all notes of Borrower to Creditor, or other evidence of the Subordinated Indebtedness, now held or hereafter acquired by Creditor, while this Agreement remains in effect. At Lender's request, Borrower also will execute and deliver to Creditor a promissory note evidencing any book account or claim now or hereafter owed by Borrower to Creditor, which note also shall be delivered by Creditor to Lender. Creditor agrees not to sell, assign, pledge or otherwise transfer any of such notes except subject to all the terms and conditions of this Agreement.

CREDITOR'S REPRESENTATIONS AND WARRANTIES. Creditor represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Creditor which would limit or qualify in any way the terms of this Agreement; (B) this Agreement is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Creditor as to the creditworthiness of Borrower; and (D) Creditor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Creditor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Creditor's risks under this Agreement, and Creditor further agrees that Lender shall have no obligation to disclose to Creditor information or material acquired by Lender in the course of its relationship with Borrower.

CREDITOR'S WAIVERS. Creditor waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Superior Indebtedness or of any nonpayment related to any Security Interests, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional Superior Indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any Security Interests held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to the Superior Indebtedness or any Security Interests for the Superior Indebtedness without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender may, without notice of any kind to Creditor, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold Security Interests for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such Security Interests, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (G) assign this Agreement in whole or in part.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of Borrower under the provisions of the Bankruptcy Code, as amended, this Agreement shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination provided under this Agreement in approving any such plan of reorganization or arrangement. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

DURATION AND TERMINATION. This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until Creditor shall notify Lender in writing at the address shown above to the contrary. Any such notice shall not affect the Superior Indebtedness owed Lender by Borrower at the time of such notice, nor shall such notice affect Superior Indebtedness thereafter granted in compliance with a commitment made by Lender to Borrower prior to receipt of such notice, nor shall such notice affect any renewals or substitutions for any of the foregoing. Such notice shall affect only indebtedness of Borrower to Lender arising after receipt of such notice and not arising from financial assistance granted by Lender to Borrower in compliance with Lender's obligations under a commitment. Any notes lodged with Lender pursuant to the section titled "Creditor's Notes" above need not be returned until this Agreement has no further force or effect.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Creditor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and

Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Creditor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Creditor also shall pay all court costs and such additional fees as may be directed by the court.

Authority. The person who signs this Agreement as or on behalf of Creditor represents and warrants that he or she has authority to execute this Agreement and to subordinate the Subordinated Indebtedness and the Creditor's security interests in Borrower's property, if any.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Creditor agrees upon Lender's request to submit to the jurisdiction of the courts of Tazewell or Peoria County, State of Illinois.

Interpretation. In all cases where there is more than one Creditor, then all words used in this Agreement in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Creditor named in this Agreement or when this Agreement is executed by more than one, the words "Creditor" shall mean all and any one or more of them. Reference to the phrase "Creditor" includes the heirs, successors, assigns, and transferees of each of them.

Successors and Assigns. This Agreement shall be understood to be for the benefit of Lender and for such other person or persons as may from time to time become or be the holder or owner of any of the Superior Indebtedness or any interest therein, and this Agreement shall be transferable to the same extent and with the same force and effect as any such Superior Indebtedness may be transferable.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Creditor, shall constitute a waiver of any of Lender's rights or of any of Creditor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Subordination Agreement, as this Subordination Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Subordination Agreement from time to time.

Borrower. The word "Borrower" means Foldan Ventures, LLC; Pop-A-Shot Enterprise LLC; and Anthony J Stucker and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Creditor. The word "Creditor" means City of Peoria.

Lender. The word "Lender" means Morton Community Bank, its successors and assigns.

Note. The word "Note" means **Promissory Note #1047161** dated June 5, 2019, in the original principal amount of **\$960,000.00** from Borrower to Lender, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions of and for such promissory note. The terms of such promissory note are incorporated herein by reference.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Superior Indebtedness.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

Subordinated Indebtedness. The words "Subordinated Indebtedness" mean the indebtedness described in the section of this Agreement titled "Subordinated Indebtedness".

Superior Indebtedness. The words "Superior Indebtedness" mean the indebtedness described in the section of this Agreement titled "Superior Indebtedness".

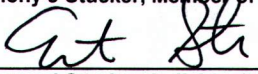
BORROWER AND CREDITOR EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION AGREEMENT, AND

BORROWER AND CREDITOR EACH AGREE TO ITS TERMS. THIS AGREEMENT IS DATED JUNE 5, 2019.

BORROWER:

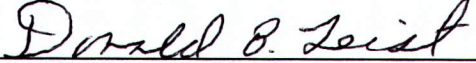
FOLDAN VENTURES, LLC
By: 
Anthony J Stucker, Member of Foldan Ventures, LLC

POP-A-SHOT ENTERPRISE LLC
By: 
Anthony J Stucker, Member of Pop-A-Shot Enterprise LLC

X 
Anthony J Stucker, Individually

CREDITOR:

CITY OF PEORIA 
By: _____
Authorized Signer for City of Peoria

By: 
Authorized Signer for City of Peoria

LENDER:

MORTON COMMUNITY BANK
X 
Alex Heinzmann, Community Banker