MUTUAL SETTLEMENT AND RELEASE AGREEMENT

THIS MUTUAL SETTLEMENT AND RELEASE AGREEMENT (this "Agreement") is entered into by and among the Community Development Authority of the City of Whitewater ("CDA"), Fine Food Arts LLC ("Fine Food"), K.L.D. LLC ("KLD"), and Daniel Rodriguez ("Rodriguez"). As used herein, "Plaintiff" refers to CDA, and "Defendant" or "Defendants" refers to either or all of Fine Food, KLD, and Rodriguez. "Party" or "Parties" refers to any or all of CDA, Fine Food, KLD, and Rodriguez.

RECITALS

WHEREAS, CDA holds a properly perfected lien on all of Fine Food's personal property, which lien secures a note payable to CDA (the "Note");

WHEREAS, CDA commenced a civil action against Jay Stinson ("Stinson") and Fine Food on February 13, 2025, to enforce the Note, which action is pending before the Circuit Court for Walworth County, Wisconsin, as *Community Development Authority of the City of Whitewater vs. Fine Food Arts LLC, et al.*, Case No. 2025-CV-000117 (the "Lawsuit");

WHEREAS, in the time since CDA first commenced the Lawsuit, CDA learned that Stinson sold his ownership interest in Fine Food to Rodriguez and/or KLD;

WHEREAS, on June 24, 2025, CDA filed a supplemental complaint joining KLD and Rodriguez as additional defendants to the Lawsuit; and,

WHEREAS, the Parties desire to compromise and settle the Lawsuit on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Conditions and Settlement Terms.** Fine Food shall pay to CDA the sum of Seven Thousand and 00/100 Dollars ($7,000.00) (the "Settlement Amount") in the manner set forth below:

(a) Beginning on the first day of the calendar month immediately following the Effective Date, and continuing on the first day of each calendar month thereafter for eighteen (18) consecutive months (the "Repayment Period"), Fine Food shall pay to CDA equal monthly

installments of One Hundred Fifty and 00/100 Dollars ($150.00). On the first day of the nineteenth (19th) calendar month following the Effective Date, Fine Food shall pay to CDA a final balloon payment of Four Thousand Three Hundred and 00/100 Dollars ($4,300.00), such that the entire Settlement Amount has been paid in full.

(b) Notwithstanding Subsection (a), if, at any time during the Repayment Period, all or any portion of KLD's and/or Rodriguez's ownership interest in Fine Food or any of its personal property subject to CDA's lien securing the Note is sold to a third party, the proceeds from such sale shall be applied to the payment of the entire outstanding balance of the Settlement Amount within fourteen (14) days after receipt of such proceeds. Upon full payment of the entire Settlement Amount pursuant to this Subsection (b), Rodriguez's obligation to make any further monthly installment payments or the final balloon payment under Subsection (a) shall terminate.

(c) This Agreement is expressly contingent upon Daniel Rodriguez executing and delivering to CDA concurrently with the execution of this Agreement the Personal Guaranty attached hereto and incorporated herein as Exhibit A guaranteeing the performance of all of Fine Food's obligations to CDA pursuant to this Section 1.

2. **Dismissal of Lawsuit.** CDA agrees to dismiss all pending claims against Defendants in the Lawsuit with prejudice and on the merits, and without an award of fees or costs to any of the Parties, within seven (7) days of the Effective Date.

3. **Mutual Waiver and Release.** Each Party (on their behalf and for their agents, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, owners, heirs, personal representatives, attorneys, successors, and assigns), hereby fully and unconditionally releases, acquits, and forever discharges the other Parties and their agents, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, owners, heirs, personal representatives, attorneys, successors, and assigns from any and all manner of actions, causes of action, claims, obligations, demands, damages, costs, expenses, compensation, or any other relief, whether known or unknown and, whether in law or in equity, arising out of, related to, or connected with the subject matter of the Lawsuit.

4. **Covenant Not to Sue.** Each Party agrees and covenants that, with respect to those matters which they have released as described in this Agreement, they will not ever initiate a lawsuit or administrative proceeding or arbitration, nor assert a claim of any nature against any person or entity hereby released with regard to any such matter which has been released.

5. **Indemnification and Attorneys' Fees.** Should any Party fail to perform its obligations under this Agreement, that Party shall be in default of this Agreement. Any prevailing Party in an action to enforce the terms of this Agreement or upon any breach of this Agreement

shall be entitled to collect their actual, reasonable attorneys' fees and costs incurred in such action. Each Party shall indemnify, hold harmless, and defend the other Parties and those other persons and entities hereby released from and against any cost, damage, losses, or expenses (including actual, reasonable attorneys' fees and court costs) arising out of or resulting from any breach or default of any provision of this Agreement by any other Party or in the event any such released person or entity is required to enforce this Agreement against any other Party.

6. **Successors and Assigns; Entire Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement as well as their heirs, personal representatives, successors, and assigns. This Agreement constitutes the entire understanding of the Parties as to the matters set forth herein and supersedes all prior agreements or discussions between the Parties related hereto, whether written or oral. Each of the Parties acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by any Party or by its agents, employees, representatives, or attorneys. Each of the Parties further acknowledges that they are not entering into this Agreement on the basis of any such representation or promise, express or implied, if made.

7. **Denial of Liability.** Defendants hereby expressly deny any and all liability to Plaintiffs and assert that they are executing this Agreement solely as a compromise and settlement of the Lawsuit. Neither this Agreement, its terms, nor any negotiations relating thereto shall be deemed to be evidence or an admission of liability on the part of Defendants.

8. **Effective Date.** This Agreement shall be effective as of the date it has been executed by all Parties (the "Effective Date").

9. **Independent Legal Advice.** The Parties acknowledge, agree, and specifically warrant to the other Parties that they are (or had the opportunity to be) represented by counsel, have fully read this Agreement, have received (or had the opportunity to receive) independent legal advice with respect to the advisability of entering into this Agreement concerning the legal effect of its provisions, and fully understand its effect. It is the Parties' intent to resolve the Lawsuit pursuant to the terms of this Agreement and thus, in furtherance of those intentions, this Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any change or difference in facts or law. Therefore, the Parties waive all rights to assert that this Agreement was a result of a mistake of law or fact, and this Agreement shall not be subject to rescission or modification by reason of any change or difference in facts or law.

10. **Waiver and Amendments.** Any amendments or modifications to this Agreement shall be in writing and signed by all Parties. Any waiver of a right under this Agreement must be in writing and signed by the Party against whom waiver is claimed to be enforceable. The waiver

of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same provision or of any breach of any other provision hereof.

11. **Severability.** Should any provision of this Agreement be declared or determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to principles of conflicts of law.

13. **Authority.** Each of the undersigned warrants and represents that they are the duly authorized representative of the Party on whose behalf they are executing this Agreement and are properly empowered to bind the Party for whom they execute this Agreement.

14. **Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, which may be returned or transmitted by electronic image (*e.g.*, .pdf), email, or facsimile, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all Parties hereto. To the fullest extent permitted by law, this Agreement may be signed and transmitted electronically and each document signed electronically shall be treated as an original and shall have the same binding effect as an original, handwritten signature on an original, physical document.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last set forth below.

COMMUNITY DEVELOPOMENT AUTHORTY OF THE CITY OF WHITEWATER

_____

By: _____

Its: _____

Date: _____

FINE FOOD ARTS LLC

Daniel Rodriguez

By: Daniel Rodriguez

Its: Owner

Date: 6-19-26

K.L.D. LLC

Daniel Rodriguez

By: Daniel Rodriguez

Its: owner

Date: 6-19-26

DANIEL RODRIGUEZ

Daniel Rodriguez

Date: 6-19-26

Attachment

Exhibit A – Personal Guaranty

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last set forth below.

COMMUNITY DEVELOPOMENT AUTHORTY OF THE CITY OF WHITEWATER

_____

By: Mason T. Becker

Its: Executive Director

Date: June 24, 2026

FINE FOOD ARTS LLC

_____

By: _____

Its: _____

Date: _____

K.L.D. LLC

_____

By: _____

Its: _____

Date: _____

DANIEL RODRIGUEZ

_____

Date: _____

Attachment

Exhibit A – Personal Guaranty

EXHIBIT A
PERSONAL GUARANTY

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PERSONAL GUARANTY
(FINE FOOD ARTS LLC)

The undersigned, Daniel Rodriguez ("Guarantor"), for value received, and to induce the Community Development Authority of the City of Whitewater ("CDA") to dismiss the civil action pending before the Circuit Court for Walworth County, Wisconsin, as *Community Development Authority of the City of Whitewater vs. Fine Food Arts LLC, et al.*, Case No. 2025-CV-000117, hereby jointly and severally guaranties full and timely:

(a) Payment of all sums due or to become due under the Obligation described below; and

(b) Performance of all acts to be accomplished by Fine Food Arts LLC ("Obligor") under the Obligation described below.

Guarantor agrees that Guarantor may be joined in any action or proceeding commenced by CDA against Obligor in connection with or based upon the Obligation and that recovery may be had against Guarantor in any such action or proceeding, or in any independent action or proceeding against Guarantor, without any requirement that CDA and its successors or assigns first assert, prosecute, or exhaust any remedy or claim against Obligor and it successors and/or assigns. Guarantor agrees that CDA and Obligor may amend, renew, modify, or extend the Obligation without Guarantor's consent or notice to Guarantor, and that this Guaranty shall remain in full force and effect as to any renewal, extension, modification, or amendment of the Obligation and may be enforced by any assignee of or successor to CDA. Guarantor agrees that the validity of this Guaranty and the obligations of Guarantor shall not in any way be terminated, affected, or impaired by reason of any action which CDA may take or be forced to take against Obligor, or by reason of any waiver of, or failure to enforce, any of the rights or remedies of CDA, or by reason of any extension of time or other forbearance granted to Obligor by CDA. Guarantor agrees that this Personal Guaranty is a continuing guaranty and shall not be revoked by the death of the undersigned. Guarantor hereby waives the right to notice of any and all notices or demands which may be given by CDA to Obligor, whether or not required to be given under the Obligation and hereby waives any notice of acceptance of this Personal Guaranty by CDA.

Guarantor further waives all diligence of collection, presentment, protest, and all rights of contribution or subrogation against Guarantor until CDA is made whole. Guarantor further hereby waives all suretyship defenses generally, and the right to petition for the marshaling of assets.

The Obligation subject to this Guaranty is the indebtedness evidenced by that certain Mutual Settlement Agreement and Release dated as of even date herewith executed, in part, by Obligor in the amount of Seven Thousand and 00/100 Dollars ($7,000.00) (the "Obligation").

Guarantor agrees that: (a) the validity, construction, and enforcement of this Personal Guaranty are governed by the laws of the State of Wisconsin, except to the extent such laws are pre-empted by federal law; (b) invalidity of any provision of the Personal Guaranty shall not affect the validity of any other provisions of this Personal Guaranty; (c) this Personal Guaranty benefits CDA, its successors and assigns, and binds Guarantor; and (d) this Personal Guaranty shall continue in full force and effect, notwithstanding any change in structure or status of Obligor whether by merger, consolidation, reorganization, dissolution, or otherwise.

Guarantor acknowledges and agrees that CDA (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to Guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of the Obligation or the financial condition of Obligor or any guarantor, Guarantor has independently determined the creditworthiness of Obligor and the enforceability of the Obligation and until the Obligation is paid in full and fully performed independently and without reliance on CDA to continue to make such determinations.

The undersigned, Daniel Rodriguez, hereby represents and warrants to the Community Development Authority of the City of Whitewater, Wisconsin that he resides at 2568 Honey Creek Cir., #311, East Troy, WI 53120.

If Guarantor is a natural person who is married, Guarantor represents and warrants that this Personal Guaranty is an obligation incurred in the interest of the marriage and/or the family.

[Signature Page Follows]

Dated: 6-19-26, 2026.

GUARANTOR

Daniel Rodriguez

Daniel Rodriguez

ACKNOWLEDGEMENT

STATE OF WISCONNSIN)
)ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named Daniel Rodriguez, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
_____, Notary Public
_____, County, State of Wisconsin
My commission expires:_____