

**PERSONAL GUARANTY
(K.L.D. LLC)**

The undersigned, Daniel Rodriguez ("Guarantor"), for value received, and to induce the Community Development Authority of the City of Whitewater, Wisconsin ("Lender") to authorize the assignment and assumption of the loan documents more fully described in the Assignment and Assumption Agreement dated _____, 2024 (the "Assumption Agreement") to K.L.D. LLC ("Obligor"), hereby jointly and severally guarantee full and timely:

- 1) payment of all sums (including, without limitation, principal, interest, fees, penalties, costs and expenses for the preservation of any collateral and for enforcement and collection) due or to become due under the loan agreement and promissory note, both dated December 29, 2021 (collectively, the "Obligations") between Fine Food Arts LLC, and the Community Development Authority of the City of Whitewater, as amended by the Assumption Agreement; and
- 2) performance of all acts to be accomplished by the Obligor under the Obligations, as amended by the Assumption Agreement.

Guarantor agrees that Guarantor may be joined in any action or proceeding commenced by Lender against Obligor in connection with or based upon the Obligations 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 Lender and its successors or assigns first assert, prosecute or exhaust any remedy or claim against Obligor and its successors and/or assigns, or against any collateral securing the Obligations. Guarantor agrees that Lender and Obligor may amend, renew, modify or extend the Obligations 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 Obligations and may be enforced by any assignee of or successor to Lender. 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 Lender might take or be forced to take against Obligor, any collateral securing the Obligations or any other guarantor of the Obligations, or by reason of any waiver of, or failure to enforce, any of the rights or remedies of Lender, or by reason of any extension of time or other forbearance granted to Obligor by Lender. Guarantor agrees that this 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 Lender to Obligor, whether or not required to be given under the Obligations and hereby waives any notice of acceptance of this guaranty by Lender.

Guarantor further waives all diligence of collection, presentment, protest and all rights of contribution or subrogation against Guarantor until Lender is made whole.

Guarantor further hereby waives all suretyship defenses generally, and the right to petition for the marshalling of assets.

The Obligations subject to this Guaranty is the indebtedness evidenced by a note or agreement payable to Lender dated December 29, 2021 executed by Fine Food Arts, LLC in the principal amount of \$31,810.00 and the obligations of Fine Food Arts, LLC under and/or provided for in the Loan Agreement dated December 29, 2021, between Fine Food Arts, LLC and Lender, plus interest, charges, fees and costs provided for in the note, agreement or any agreement securing either, and any extensions, renewals, deferrals, modifications or consolidations of any of the foregoing, which were assigned to and assumed by Obligor pursuant to, and modified by, the Assumption Agreement.

Guarantor agrees that: the validity, construction and enforcement of this Guaranty are governed by the internal laws of Wisconsin, except to the extent such laws are preempted by Federal Law; invalidity of any provision of this Guaranty shall not affect the validity of any other provisions of this Guaranty; this Guaranty benefits Lender, its successors and assigns, and binds Guarantor, and Guarantor's respective heirs, personal representatives, successors and assigns; and this 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 Lender (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 any of the Obligations or the financial condition of Obligor or any guarantor, Guarantor has independently determined the creditworthiness of Obligor and the enforceability of the Obligations and until the Obligations are paid in full and fully performed independently and without reliance on Lender continue to make such determinations.

The undersigned, Daniel Rodriguez, hereby warrants and represents to the Community Development Authority of the City of Whitewater, Wisconsin that he resides at _____.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned hereby agrees to all the terms set forth above and have caused this Guaranty to be effective this _____ day of _____, 2024.

GUARANTOR

Daniel Rodriguez

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel Rodriguez, in his personal capacity and capacity of as _____ of K.L.D. LLC, a Wisconsin limited liability company, is signed to the foregoing instrument, and acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, and in his personal capacity, executed the same voluntarily for himself personally and as the act of said limited liability company.

Given under my hand on _____, 2024.

[S E A L]

Notary Public, State of _____

Printed Name of Notary Public

My Commission Expires:
