

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT ("**Agreement**") is made by and among the City of La Crosse, a Wisconsin municipal corporation ("**Lender**"); JEANERI, Ltd., a Wisconsin corporation ("**Jeaneri**"), DALE BERG, a single individual ("**Dale**") (together with Jeaneri, collectively, the "**Borrowers**"); Dale, Jeaneri, , and D.B. Berg, Inc., a Wisconsin corporation ("**DB Berg**") (collectively, the "**Individual Guarantors**") and is made as of the date shown on the Lender's signature page (the "**Agreement Date**"), but is effective with respect to the modification set forth in Section 3 as of September 1, 2025 (the "**Effective Date**"), subject to the terms and conditions below.

RECITALS

A. Jeaneri has executed and delivered to Lender the following promissory notes (collectively, the "**Jeaneri Notes**"), which evidence certain business purposes loans (collectively, the "**Jeaneri Loans**") extended to Jeaneri by Lender:

Promissory Note #1 in the original principal amount of \$200,000.00 dated as of January 16, 2018 ("**Jeaneri Note 1**"), evidencing a term loan extended to Jeaneri by Lender ("**Loan No. 1**");

Promissory Note #2 in the original principal amount of \$200,000.00 dated as of January 16, 2018 ("**Jeaneri Note 2**"), evidencing a term loan extended to Jeaneri by Lender ("**Loan No. 2**"); and

Promissory Note #3 in the original principal amount of \$200,000.00 dated as of January 16, 2018 ("**Jeaneri Note 3**"), evidencing a term loan extended to Jeaneri by Lender ("**Loan No. 3**")

B. The Jeaneri Notes are subject to the terms and conditions of the following agreements (collectively, the "**Jeaneri Agreement**"):

Upper Floor Renovation Program Loan and Development Agreement dated as of January 16, 2018, between Jeaneri and Lender.

C. All indebtedness evidenced by the Jeaneri Notes and Jeaneri Agreement, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto; however arising, whether liquidated or unliquidated, whether absolute or contingent, and of whatever nature, including without limitation, costs and expenses of collection and enforcement of the Loan Documents (as defined below), including without limitation attorneys' fees of both inside and outside counsel, are referred to in this Agreement as the "**Jeaneri Obligations**").

D. The Jeaneri Obligations and all other obligations of the Borrowers to Lender, or any one of them, whether now existing or hereafter arising (collectively, the "**Obligations**") are secured by liens on the property described in the following documents (collectively the "**Security Documents**"):

Mortgage, dated as of January 16, 2018, executed by Jeaneri, Ltd. in favor of Lender, and recorded on February 26, 2018, as Document No. 1706744 in the Office of the La Crosse County, Wisconsin Register of Deeds;

Mortgage, dated as of January 16, 2018, executed by Jeaneri, Ltd. in favor of Lender, and recorded on February 26, 2018, as Document No. 1706745 in the Office of the La Crosse County, Wisconsin Register of Deeds;

Mortgage, dated as of January 16, 2018, executed by Jeaneri, Ltd. in favor of Lender, and recorded on February 26, 2018, as Document No. 1706746 in the Office of the La Crosse County, Wisconsin Register of Deeds.

E. La Crosse County Circuit Court Case No. 2020-CV-0336 was filed involving, among other parties, the Borrowers, the Guarantors, and the City, which included claims for construction-lien foreclosure and damages (the “Case”). The Individual Guarantors, Merchants Bank, N.A., and the City participated in mediation on December 11, 2023, executing a written Settlement Agreement. The City was dismissed from the Case on June 19, 2024.

F. Jeaneri Note 1 is in default due to non-payment, Jeaneri Note 2 is in default due to non-payment; and Jeaneri Note 3 is in default due to non-payment.

G. The Parties have agreed to modify the terms of the Loan obligations upon the terms and conditions set forth in this Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the foregoing Recitals, the agreements and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings:

(a) “Collateral” means collectively all property of each of the Loan Parties, whether such property is now owned and existing or hereafter acquired or arising, in which Lender has been granted a security interest, mortgage, or lien, or which has been assigned to Lender, as collateral for all or any part of the Obligations or any guaranty, including, without limitation, the property described in the Security Documents.

(b) “Loan Documents” means collectively the Jeaneri Notes, the Jeaneri Agreement, the Jeaneri Guaranties, the Dale Guaranties, the DB Berg Guaranties, the Security Agreements and all other instruments, agreements and other documents, whether now or hereafter existing, evidencing, securing, guaranteeing, or otherwise related to, all or any part of the Obligations, including any and all modifications thereof evidenced, entered into, made, or referred to by this Agreement or pursuant to its terms.

(c) “Loan Parties” means collectively Jeaneri and Dale D. Berg a/k/a Dale B. Berg, and “Loan Party” means Jeaneri and Dale D. Berg a/k/a Dale B. Berg, individually.

2. Acknowledgments. The Loan Parties acknowledge and agree as follows:

(a) Recitals. The above recitals are true and correct.

(b) Failure to Reference Document not a Waiver. Lender is or may be the holder of agreements, instruments, or other documents securing, guaranteeing, or otherwise related to all or any portion of the Obligations (other than promissory notes or other similar documents evidencing extensions of credit by Lender), which are not specifically referenced in the recitals to this Agreement. The failure to specifically reference any such agreement, instrument, or other document in the recitals to this Agreement shall not be deemed a waiver of any of Lender's rights or any obligations of any of the Loan Parties, under any such agreement, instrument, or other document, as to which all of Lender's rights and all obligations of each of the Loan Parties remain in full force and effect.

(c) Preservation of Rights and Remedies. Except as expressly provided to the contrary herein, (i) all of Lender's rights and remedies available under the Loan Documents and at law and in equity remain unchanged and available without restriction; (ii) the terms of the Loan Documents remain in full force and effect; and (iii) the respective obligations and duties of the Loan Parties to Lender will not be released, impaired, diminished, or amended as a result of the execution and delivery of this Agreement or by any subsequent undertakings of the parties.

(d) Confirmation of Indebtedness. The outstanding amounts under the Notes, as of **September 1, 2025, prior** to giving effect to the modifications and amendments set forth in this Agreement, are:

Jeaneri Note 1 (30261-301041)	
Principal	\$190,326.61
Interest	\$19,607.77
Total	\$209,934.38

Jeaneri Note 2 (30261-301042)	
Principal	\$190,348.47
Interest	\$19,606.63
Total	\$209,955.10

Jeaneri Note 3 (30261-301043)	
Principal	\$190,391.58
Interest	\$19,611.80
Total	\$210,003.38

(e) Liens. The liens of Lender in the Collateral constitute valid, enforceable and perfected security interests and liens as to which none of the Loan Parties have any offsets, deductions, counterclaims, or defenses of any kind or character whatsoever.

(f) Loan Documents. The Loan Documents are valid, binding and enforceable against the Loan Parties in accordance with their respective terms, and each of the Loan Parties hereby ratifies each of the Loan Documents to which they are a party. There have been no modifications, amendments, or changes to any of the Loan Documents prior to this Agreement except pursuant to a writing signed by Lender and each other party thereto.

(g) Lender's Compliance with Loan Documents. Lender has (i) fully and timely performed all of its obligations and duties to each of the Loan Parties under the Loan Documents, (ii) no obligation to, nor has it made any representation of any kind that it will, extend any financial accommodations to any of the Loan Parties not expressly contemplated under the Loan Documents or this Agreement, (iii) not made any agreements, representations, or commitments to any of the Loan Parties, other than those expressly set forth in this Agreement or in the Loan Documents, and (iv) acted reasonably, in good faith, and appropriately under the circumstances, and within Lender's rights under the Loan Documents and applicable law, in all actions taken by Lender with respect to each of the Loan Parties and all of the Collateral.

3. Loan Modifications. Lender and Loan Parties agree that the Loan Documents shall be amended and supplemented as follows, so long as the conditions to effectiveness set forth in Section 4 are satisfied or waived as set forth in Section 4:

(a) Jeaneri Note 1 (Loan No. 1). Jeaneri Note 1 and the Jeaneri Agreement are amended and supplemented as follows, with the Amendment in Section 3(b) to be effective as of Effective Date:

- (i) Change in Debtor Name. The name of the debtor shall be "Dale D. Berg and Jeaneri, Ltd., a Wisconsin corporation."
- (ii) Change in Maturity Date. Term of the Loan is now approximately 10 years from November 1, 2025 the first payment now due under this Agreement. The final payment is due no later than October 1, 2035.
- (iii) Change in Interest Rate. No Change other than as noted in the Change in Terms Agreement.
- (iv) Change in Payment Schedule. See attached Combined Loan Amortization Schedule.
- (v) No Prepayment Penalties. Jeaneri may prepay all or any part of the outstanding balance of Jeaneri Note 1 at any time without penalty, except penalties from noncompliance with another obligation.
- (vi) Extension Fee. N/A
- (vii) Change in Terms Agreement. The parties shall execute a Change in Terms Agreement in form and substance acceptable to Lender evidencing the amendments set forth in this Section

3(a). Terms regarding penalties and fees for late payment or other delinquency shall be changed.

(b) Jeaneri Note 2 (Loan No. 2). Jeaneri Note 2 and the Jeaneri Agreement are amended and supplemented as follows, with the Amendment in Section 3(b) to be effective as of Effective Date:

- (i) Change in Maturity Date. Term of the Loan is now approximately 10 years from November 1, 2025 the first payment now due under this Agreement. The final payment is due no later than October 1, 2035.
- (ii) Change in Interest Rate. No Change other than as noted in the Change in Terms Agreement.
- (iii) Change in Payment Schedule. See attached Combined Loan Amortization Schedule
- (iv) No Prepayment Penalties. Jeaneri may prepay all or any part of the outstanding balance of Jeaneri Note 2 at any time without penalty, except penalties from noncompliance with another obligation.
- (v) Extension Fee. N/A
- (vi) Change in Terms Agreement. The parties shall execute a Change in Terms Agreement in form and substance acceptable to Lender evidencing the amendments set forth in this Section 3(b). Terms regarding penalties and fees for late payment or other delinquency shall be changed.

(c) Jeaneri Note 3 (Loan No. 3). Jeaneri Note 3 and the Jeaneri Agreement are amended and supplemented as follows, with the Amendment in Section 3(b) to be effective as of Effective Date:

- (i) Change in Maturity Date. Term of the Loan is now approximately 10 years from November 1, 2025, the date of the first payment now due under this Agreement. Final payment is due no later than October 1, 2035.
- (ii) Change in Interest Rate. No Change other than as noted in the Change in Terms Agreement.
- (iii) Change in Payment Schedule. See attached Combined Loan Amortization Schedule
- (iv) No Prepayment Penalties. Jeaneri may prepay all or any part of the outstanding balance of Jeaneri Note 3 at any time without

penalty, except penalties from noncompliance with another obligation.

(v) Extension Fee. N/A

(vi) Change in Terms Agreement. The parties shall execute a Change in Terms Agreement in form and substance acceptable to Lender evidencing the amendments set forth in this Section 3(c). Terms regarding penalties and fees for late payment or other delinquency shall be changed.

(d) Financial Statements. In addition to such other financial statements required by the Loan Documents, the Loan Parties shall—upon request of the Lender—furnish the Lender with the following:

(i) Tax Returns. Upon request of the Lender, the Loan Parties shall provide all current Federal and other governmental returns, including all schedules for each of the Loan Parties prepared by the applicable Loan Parties, for the current year, and for any tax year in which payments under this Agreement are due.

(ii) Interim Financial Statements. Upon request of the Lender, the Loan Parties shall furnish Lender with a balance sheet and profit and loss statement for the period ended, for Jeaneri and DB Berg, prepared by the Loan Parties.

(iii) Pipeline Report Projections. Upon request of the Lender, Jeaneri and DB Berg shall furnish Lender with a report showing all existing and new contracts for work to be performed.

(e) Regular Meetings. Borrowers shall be available to meet with Lender at reasonable times requested by the Lender, to discuss all matters concerning the Loans.

(f) Additional Collateral. Borrower hereby pledges all business personal property, fixtures, trade fixtures, equipment, inventory, receipts, rents, and all other property by a certain Security Agreement, executed herewith.

(g) Combined Loans and Mortgages. Borrower hereby agrees that Lender shall file documents to amend and/or re-secure the Obligations in a form acceptable to Lender, consistent with the terms of this Agreement, including a single Amended and Restated Mortgage for each item of collateral such as real property, to encompass each of the three loans evidenced by promissory notes.

4. Effectiveness of this Agreement. This Agreement shall be effective as of the Execution Date upon the satisfaction of each of the conditions set forth in Sections 4(a) through 4(d) below (unless otherwise agreed to by Lender in writing).

(a) Agreement. The execution and delivery of this Agreement by the Loan Parties and Lender.

(b) Guaranties. The Individual Guarantors shall execute unlimited commercial guaranties of all of the Obligations in such form, detail and content satisfactory to Lender.

(c) Change in Terms Agreements. Change in Terms Agreements, for Loan Nos. 1, 2, and 3, originally dated as of January 16, 2018, executed by all the parties in such form, detail and content satisfactory to Lender.

(d) Other Documents. Lender shall have received the following from the Loan Parties, all in form, detail and content satisfactory to Lender:

(i) Jeaneri Certificate. Copies certified by the shareholders of Jeaneri to be true and correct and in full force and effect on the date hereof, of [1] Jeaneri's articles of incorporation and operating agreement. [2] the resolutions of Jeaneri's shareholders authorizing the execution and delivery of this Agreement and all documents required to be delivered in connection herewith and Jeaneri's performance thereunder and [3] a statement containing the names and titles of the representatives of Jeaneri authorized to sign such documents, together with true signatures of each such representative.

(ii) DB Berg Certificate. Copies certified by the shareholders of DB Berg to be true and correct and in full force and effect on the date hereof, of [1] DB Berg's articles of incorporation and operating agreement. [2] the resolutions of DB Berg's shareholders authorizing the execution and delivery of this Agreement and all documents required to be delivered in connection herewith and DB Berg's performance thereunder and [3] a statement containing the names and titles of the representatives of DB Berg authorized to sign such documents, together with true signatures of each such representative.

(e) Payments. Lender shall have received immediately available funds in an amount equal necessary to bring all payments required by this Agreement current, to be applied to the Obligations by the Lender in accordance with the Loan Documents as amended by this Agreement.

(f) Proceedings Satisfactory. All proceedings taken in connection with the transactions contemplated by this Section 4 hereof, and all instruments, authorizations and other documents required by Section 4 hereof, shall be satisfactory to Lender. The later of (a) the date on which the last of the conditions and requirements in this Section 4 has been satisfied, or waived in writing by the Lender; and (b) the Agreement Date is called the "Closing Date." The provisions of this Section 4 are solely for the Lender's benefit and protection. If the Lender has not received all of the items stated above in this Section 4 by September 1, 2025 (the "Closing Deadline"), then the Lender shall have the right in its sole and absolute discretion either to (y) waive any missing items by giving written notice to the Borrowers at any time after the Closing Deadline, or (z) terminate this Agreement by giving written notice to the Borrower not later than 30 days after the Closing Deadline ("Termination Notice"). Upon Lender's delivery of a Termination Notice to the Borrowers, this Agreement shall have no further force or effect, and

the parties' rights and obligations shall continue to be governed by the Loan Documents as they existed without the modifications contemplated by this Agreement

5. Cross-Collateralization and Cross-Default of Loan Documents. The Loan Parties acknowledge and agree that the security interests, liens and other rights and interests in and relative to any collateral now or hereafter granted to Lender by any of the Loan Parties by or in any instrument or agreement, including but not limited to the Security Documents, shall serve as security for any and all obligations of Borrowers to Lender, and, for the repayment thereof, Lender may resort to any security held by it in such order and manner as it may elect. Notwithstanding anything in the Loan Documents to the contrary, a default or event of default under any of the Loan Documents shall constitute a default and event of default under each of the Loan Documents and an Event of Default hereunder shall constitute a default and event of default under each of the Loan Documents. The Loan Parties grant and acknowledge that Lender may at its sole discretion file any document as shall securitize the obligations of this Agreement, including but not limited to lien(s), Uniform Commercial Code filings, or memorandums of agreement with the relevant circuit court or register of deeds office.

6. No Duress or Reliance. The Loan Parties acknowledge and agree that the Loan Parties have received the advice of independent counsel, appraisers, and accountants selected by the Loan Parties, or the opportunity to obtain such advice, before entering into this Agreement and the other Loan Documents referred to in this Agreement, and has not relied upon the Lender or any of its officers, directors, employees, agents or attorneys concerning any aspect of the transactions contemplated by this Agreement and the other Loan Documents referred to in this Agreement. The Loan Parties executed and delivered this Agreement of each of the Loan Parties' own free will and will execute and deliver the other instruments required by this Agreement of their own free will. The Loan Parties further acknowledge that the Lender has not taken advantage of the Loan Parties by threats, overreaching, unconscionable conduct or other activities and that the Loan Parties are proceeding in all transactions contemplated in this Agreement as a volunteer and in what the Loan Parties perceive to be their own best interest.

7. Representations and Warranties. The Loan Parties represent and warrant to Lender as follows:

(a) Organization; Power. Each Loan Party that is a corporation or limited liability company is validly existing under the laws of the state where it was incorporated or organized and has the power to own its properties and carry on its business as currently being conducted.

(b) Authorization and Binding Effect. The execution and delivery by Borrowers of this Agreement and all other documents contemplated by or related to this Agreement, and the performance by them of their respective obligations thereunder: (i) are within their respective corporate or limited liability company power, as the case maybe; (ii) each have been duly authorized by proper action on the part of each of the Borrowers; (iii) are not in violation of any applicable law, the articles of organization or operating agreement of the Borrowers, or the terms of any agreement, restriction, or undertaking to which any of the Loan Parties is a party or by which any of them is bound; and (iv) do not require the approval or consent of any of the members of Borrowers, any governmental authority, or any other party,

other than those obtained and in full force and effect. This Agreement, when executed and delivered, will constitute the valid and binding obligation of each of the Loan Parties enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or similar laws of general application affecting the enforcement of creditors' rights and except to the extent that general principles of equity might affect the specific enforcement of this Agreement.

(c) Litigation. There is no litigation or administrative proceeding pending or, to the knowledge of any of the Loan Parties, threatened, against or affecting any of the Loan Parties or any property of any of the Loan Parties.

(d) Accuracy of Information. All information furnished by any of the Loan Parties or any of their respective agents to Lender is true, correct, and complete in all material respects as of the date furnished and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make such information not misleading.

8. Affirmation of Guaranties.

(a) Dale Berg aka Dale D. Berg aka Dale B. Berg, DB Berg, and Jeaneri each:

(i) Acknowledge they have and shall have hereby unconditionally guaranteed payment of the Jeaneri Obligations to Lender pursuant to the Guaranties;

(ii) Acknowledge that their respective affirmation of the Jeaneri Guaranties is a material inducement to Lender to enter into this Agreement;

(iii) Reaffirm that their respective obligations under the Guaranties remains in full force and effect, without offsets, deductions counterclaims, or defenses of any kind or character whatsoever; and

(iv) Consent to Jeaneri entering into this Agreement.

9. Notices. All notices required or permitted by this Agreement shall be in writing and shall be (a) delivered; (b) sent by express or first class mail; or (c) sent by email transmission and confirmed in writing provided to the recipient in a manner described in (a) or (b); and each such notice shall be addressed as follows, unless and until such party notifies the other parties in accordance with this paragraph of a change of address; such notices shall be deemed given when delivered, mailed or so transmitted:

If to Lender:

City Planning Department
400 La Crosse Street
La Crosse, WI 54601

If to Borrowers:

Jeaneri, Ltd
Attn: Dale Berg, President
121 4th Street S
La Crosse, WI 54601

Dale Berg
1305 South Avenue La
Crosse, WI 54601

If to the Individual Guarantors:

Jeaneri, Ltd
Attn: Dale Berg,
President 121 4th Street S
La Crosse, WI 54601

D.B. Berg, Inc.
Attn: Dale Berg, President
121 4th Street S
La Crosse, WI 54601

Dale Berg
1305 South Avenue
La Crosse, WI 54601

10. Waiver, Release of Claims, and Indemnification. Each of the Loan Parties, for themselves and each and all of their respective officers, employees, agents, shareholders, general partners, limited partners, members, directors, managers, trustees, grantors, settlors, heirs, beneficiaries, successors, assigns, does hereby fully, unconditionally, and irrevocably waive and release Lender and its officers, managers, employees, agents, directors, shareholders, members, affiliates, attorneys, successors, and assigns (each a “Released Party”) of and from, any and all claims, liabilities, obligations, causes of action, defenses, counterclaims, and setoffs, of any kind, whether known or unknown and whether in contract, tort, statute, or under any other legal theory, arising out of or relating to any act or omission by Lender or any other Released Party, on or before the Execution Date. Each of the Loan Parties agrees to defend, indemnify, and hold harmless Lender and each other Released Party from and against any and all losses, costs, expenses, damages, or liabilities (including reasonable attorneys’ fees) incurred in connection with any demand, claim, counterclaim, cause of action, or proceeding brought as a result of, or arising out of, or in any way related to, any of the Obligations any of the Collateral, any of the Loan Documents, this Agreement, the performance by Lender under any of the Loan Documents or this Agreement any transaction financed or to be financed, in whole or in part, directly or indirectly, with the proceeds of any loan from Lender to the Borrowers, or any one of them, any payment on account of the Obligations, or any act or omission by Lender or any other Released Party in connection with any of the foregoing. Notwithstanding the foregoing, none of the Loan Parties shall have any obligation to defend, indemnify, or hold Lender or any other Released Party harmless with respect to any loss, cost, expense, damage, or liability resulting solely from willful misconduct on the part of Lender or any other Released Party.

11. Miscellaneous.

(a) Entire Agreement. This Agreement reflects the entire understanding of the parties with respect to the subject matter herein contained, and supersedes any prior agreements (whether written or oral) between the parties regarding the subject matter hereof. The terms of this Agreement may not be waived, amended, or supplemented except in a writing signed by all parties hereto. This Agreement shall not be construed against the drafter hereof.

(b) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

(c) Full Force and Effect/Assigns. Except as expressly modified herein, all terms of the Loan Documents shall remain unchanged and in full force and effect. This Agreement shall be binding upon and inure to the benefit of the parties' hereto and their respective successors and permitted assigns, provided that neither the rights nor obligations of the Loan Parties under this Agreement are assignable. Lender's rights and obligations under and interests in this Agreement and the Loan Documents may be assigned at any time by Lender without the consent of or notice to any of the Loan Parties. The Loan Parties hereby authorize Lender to provide to any prospective assignee such information concerning the Collateral and each of the Loan Parties as Lender, in its sole discretion deems necessary. Upon consummation of any such assignment by Lender, the assignee shall have all rights, powers and interests of Lender under the Loan Documents and this Agreement to the extent such documents are assigned to such assignee.

(d) Governing Law. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Wisconsin (irrespective of such state's choice of laws rules).

(e) No Waiver. No delay or omission of Lender in exercising any of its rights, remedies, or powers arising from the Existing Defaults or any Event of Default shall be construed as a waiver or an acquiescence thereof, nor shall any single or partial exercise of any such rights, remedies, or powers preclude any further exercise thereof or the exercise of any other right, remedy, or power arising from the Existing Defaults or any Event of Default. Lender's acceptance of any payment on account of any of the Obligations or other performance by any of the Loan Parties after the occurrence of an Event of Default shall not constitute a waiver of such Event of Default, any other Event of Default, or any of Lender's rights or remedies.

(f) Application of Payments. Lender may apply any and all payments it receives from any of the Loan Parties or any other party, and any proceeds of any Collateral, to such portion of the Obligations as Lender shall determine in its sole discretion.

(g) Recommendation of Counsel. Each of the Loan Parties acknowledges and understands that Lender has recommended that they each consult with legal counsel prior to the execution of this Agreement and any documents delivered in connection herewith or related hereto. Each of the Loan Parties represent that they have either consulted with legal counsel prior to executing this Agreement and any documents delivered in connection herewith or related hereto or have knowingly waived the right to do so notwithstanding the express recommendation of Lender.

(h) Submission to Jurisdiction; Service of Process. As a material inducement to Lender to enter into this Agreement:

(i) The Loan Parties each hereby agree that all actions or proceedings in any manner relating to or arising out of this Agreement or any of the Loan Documents may be brought only in courts of the State of Wisconsin located in La Crosse County or the Federal District Court for the Western District of Wisconsin and the Loan Parties each hereby consent to the jurisdiction of such courts. The Loan Parties each waive any objection they may now or hereafter have to the venue of any such court and any right they may now or hereafter have to claim that any such action or proceedings is in an inconvenient court. The foregoing notwithstanding, Lender may bring actions or proceedings against any of the Loan Parties or any Collateral in any other courts for the purpose of protecting or exercising any of Lender's rights or remedies; and

(ii) Each of the Loan Parties hereby consents to the service of process in any such action or proceeding by certified mail sent to the address in Section 9 above.

(i) Reimbursement of Costs and Expenses. Subject to Section 3(f), the Loan Parties shall reimburse Lender, on demand, or as otherwise agreed by Lender in writing, for all costs and expenses (including attorneys' fees) incurred by Lender with respect to any of the Obligations or any of the Collateral, including, without limitation, attorneys' fees, costs and expenses incurred in the enforcement of this Agreement or any of the Loan Documents and all fees, costs and expenses incurred in connection with the collection of any of the Obligations or any insolvency proceeding involving any of the Loan Parties. The obligations of the Loan Parties under this Section 12(i) are joint and several.

(j) No Third-Party Beneficiaries. No third party shall have any right or benefit under, or because of the existence of, this Agreement or any of the provisions herein, other than an assignee of Lender as permitted by Section 11(c) above.

(k) Titles. The titles of sections in this Agreement are for convenience only and do not limit or construe the meaning of any section.

(l) Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(m) Email and Facsimile Signatures. Delivery of an executed counterpart signature page to this Agreement by facsimile or email shall be effective as delivery of a manually executed counterpart signature page to this Agreement.

(n) Time is of the Essence. Time is of the essence with respect to the terms and conditions of this Agreement.

(o) WAIVER OF RIGHT TO JURY TRIAL. EACH OF THE LOAN PARTIES HEREBY WAIVES TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, AND

CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY A JUDGE OF A COURT OF COMPETENT JURISDICTION. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO OR OF THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. THE LOAN PARTIES' WAIVER OF TRIAL BY JURY AS PROVIDED ABOVE IS A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO THIS AGREEMENT.

[signatures on following two pages]

SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed as of the date set forth below.

BORROWERS:

DATE: _____

JEANERI, LTD, a Wisconsin corporation

By:

Dale Berg, President

DATE: _____

Dale Berg aka Dale D. Berg aka Dale B. Berg
an unmarried Wisconsin resident,

By:

Dale Berg

INDIVIDUAL GUARANTORS:

DATE: _____

Dale Berg, an individual

DATE: _____

Jeaneri, Ltd., a Wisconsin corporation

DATE: _____

D.B. Berg, Inc., a Wisconsin corporation

[Additional signature page(s) follow]

SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed as of the date set forth below.

LENDER:

DATE: _____

CITY OF LA CROSSE

By: _____

Name: _____

Its: _____