

LEASE TERMINATION AGREEMENT

This **LEASE TERMINATION AGREEMENT** (this “**Agreement**”) is entered into as of the _____ day of December 2024, by and between, **City of Joliet**, a municipal corporation (the “**Landlord**”) and **MYGRAIN BREWING COMPANY LLC**, an Illinois limited liability company (the “**Tenant**”). Landlord and Tenant are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Landlord and Tenant are parties to that certain Lease dated September 1, 2020, as amended (the “**Lease**”) for the lease of the real property and improvements identified in the Lease as 50 East Jefferson, Joliet, Illinois (the “**Premises**”).

WHEREAS, contemporaneously herewith, the Landlord, as “**Seller**”, has entered into that certain Purchase and Sale Agreement dated January _____, 2025 (as amended from time to time, the “**Purchase Agreement**”) with the Tenant, as Purchaser to purchase the Assets located at the Premises.

WHEREAS, Landlord has agreed to terminate the Lease with Tenant.

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

1. The foregoing recitals are incorporated into this Agreement as if fully set forth herein. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Lease or Purchase Agreement.

2. The Lease and all obligations and responsibilities thereunder shall terminate effective as of the date of the closing under the Purchase Agreement (the “**Termination Date**”). The Parties acknowledge and agree that (a) the Lease shall be of no further force or effect from and after the Termination Date, (b) all obligations of the Parties under the Lease shall be deemed to be satisfied as of the Termination Date, and (c) the term of the Lease shall expire with the same force and effect as if the term was, by the provisions thereof, fixed to expire on the Termination Date.

3. From and after the Termination Date, but subject to any requirements or obligations of the Parties under the Purchase Agreement, the Parties, each for themselves, and their respective officers, shareholders, assigns, employees, agents, predecessors, heirs, executors, and administrators, successors, subsidiary entities, former entities, attorneys, and any others claiming under or through them, both past and present, do hereby release and forever discharge each other, and each of the others’ officers, shareholders, assigns, employees, agents, predecessors, successors, heirs, executors, and administrators, subsidiary entities, former entities, attorneys, and all others acting by, through, under, or in concert with the other, and each of them, from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts (express, implied in fact, or implied by law), agreements, promises, liabilities, claims, set offs, rights and claims for indemnity and/or contribution, refunds, reimbursements, overpayments, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which each now has or may hereafter with respect to the matters contemplated by the Lease. From and after the Termination Date, the Tenant shall have no further obligations to the Landlord.

4. Landlord hereby acknowledges that Tenant has paid all Rent and any other sum due through the Termination Date and that Tenant does not owe any additional sums to Landlord.

5. This Agreement shall be governed by and construed under the laws of the State of Illinois.

6. If for any reason the Purchase Agreement is terminated, this Agreement shall be null and void and of no further force or effect whatsoever.

7. This Agreement may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document. Electronic copies shall be deemed originals. This Agreement may also be delivered by DocuSign or electronic scanned format, with the Parties hereby acknowledging that each separately executed counterpart will be afforded the same force and effect as a duly signed original document, even if an executed counterpart is delivered only via electronic scanned copy.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Termination Agreement as of the date first written above.

LANDLORD:

CITY OF JOLIET, a municipal corporation

By: _____

Name: Beth Beatty_____

Title: _____

TENANT:

MYGRAIN BREWING COMPANY LLC, an Illinois limited liability company

By: _____

Name: Grzegorz Lesiak

Its: Manager