

BILL OF SALE

This BILL OF SALE (this “*Agreement*”) is made effective as of December ____, 2024 (“Effective Date”) by and between MYGRAIN BREWING COMPANY LLC, an Illinois limited liability company (“Company”) and the CITY OF JOLIET, a municipal corporation (the “Purchaser”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement (defined below).

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of December __, 2024, by and between the Purchaser and Company (the “*Purchase Agreement*”), the Company has agreed to sell, transfer and assign to the Purchaser all of the Company’s right, title and interest in and to the Assets;

WHEREAS, pursuant to the Purchase Agreement, the Purchaser and the Company have agreed to deliver this Agreement for the Company to sell, transfer, convey, assign, and deliver to the Purchaser all of the Company’s right, title and interest in and to the Assets; and

WHEREAS, this Agreement is being executed and delivered pursuant to the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The Company hereby sells, transfers, conveys, assigns, and delivers to the Purchaser all of the Company’s right, title and interest in and to the Assets, to have and to hold all such right, title and interest in and to the Assets, free and clear of all Liens.

2. This Agreement and the Purchase Agreement constitute the entire agreement of the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings between the parties pertaining to the subject matter hereof. This Agreement is made pursuant to, and is subject to the terms of, the Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, modify, limit, extend, add to, amend or in any way affect any of the rights or obligations (including, for the avoidance of doubt, any representation or warranty) of any party under the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and remain in full force and effect.

3. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Company and the Purchaser and their respective successors and permitted assigns.

4. From time to time, the parties will execute and deliver such other documents, certificates, agreements, and other writings and take such other actions as may reasonably be necessary or requested by another party in order to consummate, evidence or implement expeditiously the transactions contemplated by this Agreement.

5. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois (without reference to its principles of choice or conflict of laws).

6. Any notice, request, or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 8.1 of the Purchase Agreement.

7. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person. Signatures transmitted electronically by portable document format (pdf) file or facsimile shall be binding for all purposes hereof.

[Signature pages follow]

IN WITNESS WHEREOF, this Bill of Sale Agreement has been duly executed as of the date first above written.

PURCHASER:

CITY OF JOLIET, a municipal corporation

By: _____

Name: Beth Beatty

Title: Joliet City Manager

COMPANY:

MYGRAIN BREWING COMPANY LLC, an Illinois limited liability company

By: _____

Name: Grzegorz Lesiak

Its: Manager