

O'Donoghue PLLC

April 26, 2021

Peter Lengyel
1104 Lorimer Street
Brooklyn, New York 11222
pete@kcbcbeer.com
Via Email Only

RE: Termination from Kings County Brewing Collective LLC and Transition of equity to Class "D"

Mr. Lengyel:

This firm is counsel to Zachary Kinney and Anthony Bellis who are Class "A" Managing Members and owners of a majority of the equity of Kings County Brewing Collective LLC (the "Company" or "KCBC"), with a combined total of 50.66% of the equity of KCBC, as you are aware. At this time, we have not communicated with the attorney for the entity, KCBC, who remains a neutral third-party, but we include Ms. Papas in the email correspondence so she is aware of our representation and position.

Please allow this letter to serve as confirmation of your **TERMINATION** pursuant to the terms of the Operating Agreement (the "Agreement") for the Company, specifically Article 4, Section 4.1 and 4.3. Please note that your equity will not be affected in total, but it has been transitioned to Class "D" equity.

As of April 20, 2021, the majority of Class "A" Members have voted (pursuant to Article 6.1 (1)) to remove you as an employee of the Company and Class "A" Managing Member of the LLC. It has been determined that the compensation in the form of direct payments and health benefits that you have received in February, March and April 2021 are fair severance pay, as you have not worked in, with, or for the Company since late January 2021. The Class "A" Members received significantly less compensation during this time, so that you could be paid while the decision was made to remove you from management of and employment at KCBC. This removal is not required to be "for cause" since officers serve "at the pleasure of the Class 'A' members"; furthermore, voting is by a majority of the Class "A" Members and of course all employees are "at will" (See Article 4, Section 4.3). At this time, please consider your employment terminated and you have no further obligations to the Company, nor does the Company have any further obligations to you.

In addition, the Class "A" Members have also decided an amendment to the Operating Agreement is necessary, in order to finally resolve the capital table of the investors of every class, including the new Class "D" where your 25.33% will be held, using the terms of Article 7 as guidance. The amendment will be done on notice to all members of all classes, although it has already been approved by a majority of the Class "A" (See, 6.1(1)) and a vote is not necessary. As you know, Class "B" has limited voting rights only for mergers and acquisitions (See, 6.1(2)); and Class "C" has no voting rights (See, 6.1(3)). Class "D" will have the same limited voting rights as Class "B", and will be permitted to own up to 25.33% equity, to account for your existing equity. In addition, should

43 WEST 43 STREET, SUITE 92

New York, New York 10036

646.450.2141

kevin@kodpllc.com

kodpllc.com

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Class "D" wish to sell some or all of its equity to the Company, another member or a third-party, it will be treated in the same manner as a Class "A" shareholder for this purpose (See, 7.2 and 7.3).

Please note that your capital account is also substantially overdrawn at approximately negative \$125,000, and that you have received sum in substantial excess of Mr. Kinney and Mr. Bellis while you were part of the Class "A". While there is no obligation to do so, as a one-time offer of redemption, and for settlement purposes only, **the Class "A" offers to refund the initial \$33,333.33 investment in KCBC you made, in exchange for your equity and a release.**

Your termination notice date is effective retroactively to January 1, 2021 or at a minimum upon receipt of this letter, which we estimate to be April 30, 2021 (the "**Termination Date**"). As of the Termination Date, you will not be required to perform any further services on behalf of the Company as an employee nor in any capacity as a shareholder, officer nor director. We ask that you not attempt to contact any employees, vendors, bankers, accountants or use any accounts of the Company, whether financial, social media, email or otherwise.

Upon the final compensation issued in the form of your health benefits being paid by KCBC for April 2021, Company has paid you all severance, less all statutory and required withholdings up to the Termination Date.

This letter should not be construed as a waiver of any additional rights and remedies. Should you fail to abide by the terms of this termination, we shall immediately seek judicial intervention to enforce the terms of the agreement, including legal fees and Court costs incurred with any such action. Please be guided accordingly.

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_____/s _____
Kevin O'Donoghue

43 WEST 43 STREET, SUITE 92
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