

## COMMERCIAL LEASE

**COMMERCIAL LEASE AGREEMENT**, (hereinafter "Agreement" or "Lease"), made and entered into the 1st day of June, 2026 ("Effective Date"), by and between **Jupiter Millennium LLC** (hereinafter collectively referred to as "Landlord"), and **Cesar Rivera d/b/a Odyssey Strength and Recovery** (hereinafter referred to as "Tenant").

### WITNESSETH:

**1. Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, certain Unit/Suite 108 consisting of approximately 1,100 sq. ft. (the "Premises") in the building located at 121 Springfield Ave, Joliet, IL (the "Building"), as shown on the attached Exhibit A. Landlord also grants Tenant and Tenant's invitees a non-exclusive license to use the common areas of the Building in conjunction with Tenant's use of the Premises pursuant to this Lease. Tenants shall also have the right, non-exclusive and in common with others, to use the exterior paved driveways and walkways of the Property for vehicular and pedestrian access to the Building.

**2. Term.** The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on June 1, 2026 and continue for a period of Thirty-Eight (38) months until July 31, 2029 (the "Lease Term"), unless sooner terminated as herein provided.

**3. Rent.** During the original term of this Lease, Tenant agrees to pay to Landlord rent as follows:

(a) **Deposit.** Concurrent with the signing of this Lease, Tenant will deposit with Landlord, the amount of Two Thousand Four Hundred Forty-Two and 00/100 Dollars (\$2,442.00) as security for the faithful performance by Tenant of the terms and conditions of this Lease during the Term or any extension(s) of the Term (the "Deposit"). In the event of a breach by Tenant of the terms or conditions of this Lease, the Deposit may be applied by Landlord, at its option, toward any amount due to Landlord pursuant to this Lease, but Landlord's right to the possession of the Premises for nonpayment of rent or for any other reason will not, in any event, be affected by reason of the fact that the Landlord holds the Deposit. This deposit or the unused portion thereof not expended under the terms of this Lease, is to be returned to the Tenant (if not in default) at the expiration of the Term. Landlords will not be required to pay interest on the Deposit or to keep the Deposit as a separate fund.

(b) **Base Rent.** Base annual rent as set forth in the Rent Schedule below, which shall be paid at the rate set forth therein per month, due and payable in advance on the 1st day of each month during the Lease Term ("Base Rent"). The Base Rent schedule shall be as follows. Notwithstanding the foregoing, the gross rent (consisting of both Base Rent and Additional Rent) for the first two (2) months of the Lease Term (June 1, 2026 through July 31, 2026) shall be fully abated (the "Rent Abatement Period"). Rent payments (Base Rent and Additional Rent) shall commence on August 1, 2026.

Lease Year / Period	Annual Rate/SF	Annual Base Rent	Monthly Base Rent
Year 1, Months 1–2 (Jun–Jul 2026) — Gross Rent Abated	\$8.80	ABATED	\$0.00
Year 1, Months 3–12 (Aug 2026–May 2027)	\$8.80	\$9,680.00	\$806.67
Year 2, Months 13–24 (Jun 2027–May 2028)	\$9.30	\$10,230.00	\$852.50
Year 3, Months 25–36 (Jun 2028–May 2029)	\$9.80	\$10,780.00	\$898.33
Partial Year, Months 37– 38 (Jun–Jul 2029)	\$10.30	\$11,330.00	\$944.17

The estimated Additional Rent (NNN) is \$4.52 per square foot per year (\$4,972.00 annually; \$414.33 per month), due and payable every month throughout the Lease Term following the Rent Abatement Period, subject to annual reconciliation as provided herein. The estimated total monthly Rent (Base Rent + Additional Rent) commencing August 1, 2026 is \$1,221.00.

(c) **Additional Rent.** Additional rent equal to the Tenant's pro rata share of the Operating Expenses (as defined hereinafter) of the Property (the "Additional Rent" and collectively with the Base Rent, the "Rent"), which shall be due and payable in advance on the 1st day of each month during the Lease Term. The amount of Additional Rent due monthly will be 1/12 of the Tenant's pro rata share of the actual Taxes, Property Insurance, and Operating Expenses from the prior calendar year. At the close of each calendar year, Landlord will furnish to Tenant a statement of the expenses relating to the Taxes, Property Insurance, and Operating Expenses for the prior year and a computation of the Additional Rent due for the current year.

All payments of the Rent shall be payable to Jupiter Millennium LLC and shall be delivered to 6719 Garrett River Rd Frisco, TX 75036 unless Landlord designates otherwise in writing. If Tenant shall fail to pay within ten (10) days after the same is due and payable, any Rent due to Landlord under the terms of this Lease, Tenant shall immediately pay a late charge equal to ten percent (10%) of the delinquent Rent, in addition to the Rent then due.

(d) **Renewal Option.** Tenant shall have the right to renew this Lease for two (2) additional terms of three (3) years each (each a "Renewal Term") upon no less than one hundred eighty (180) days' written notice prior to the expiration of the then-current Lease Term or Renewal Term, as applicable. Each Renewal Term shall be upon the same terms, covenants and conditions of this Lease, except that the Base Rent during each Renewal Term shall continue to escalate at the rate of \$0.50 per square foot per year on each anniversary of the Renewal Term commencement date.

**4. Net Lease.** It is the purpose and intent of the Landlord and Tenant that the Base Rent provided above be net to Landlord, so that this Lease shall yield net to Landlord the Base Rent, and that all costs, expenses and obligations related to maintaining and operating the Premises, which may arise or become due during the term of this Lease, as well as all costs associated with Taxes and insurance, shall be paid by the Tenant and that Landlord shall be indemnified and saved harmless by Tenant from and against the same.

**5. Use of Premises.** The Premises shall not be used or occupied for any purpose other than operation of a personal training and strength and conditioning facility, including related fitness instruction services, without the written consent of Landlord. The Premises shall not be used by Tenant in any manner or for any purpose prohibited by law or ordinance or by the terms hereof. Tenant shall not perform any acts or carry on any practices which may injure the Premises or be a nuisance or menace. Tenant at its sole expense shall comply with (a) all laws, orders and regulations of the federal, state and municipal authorities, and (b) the provisions of any insurance policies required to be maintained by Tenant with respect to the Premises, as set forth in Section 6 hereof.

**6. Insurance.**

(a) At all times throughout the term of this Lease, Tenant shall, at its own cost and expense, provide the following insurance coverages:

(i) **Liability.** Comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises and the improvements thereon, with such limits as may reasonably be requested by the Landlord from time to time, but not less than Two Million Dollars (\$2,000,000.00) per occurrence. The landlord is to be named as additional insured.

(ii) **Contents.** Fire and extended coverage insurance on Tenant's inventory, equipment and trade fixtures located in the Premises, in amounts reasonably deemed adequate by Tenant to fully insure such property.

(b) **Policies.** All insurance required to be maintained by Tenant pursuant to this Section 6 shall be affected under enforceable policies issued by A or better rated insurers of recognized responsibility licensed to do business in the State of Illinois. All policies shall contain a clause that the insurer will not change or cancel the insurance without first giving the Landlord thirty (30) days prior written notice. The policies shall also provide that said insurance shall not be invalidated with respect to the Landlord by any act or neglect of the Tenant or other third party.

(c) **Waiver of Subrogation.** Anything in this Lease to the contrary notwithstanding, Landlord and Tenant, and all parties claiming under them, hereby waive, release and discharge each other of and from any and all rights of recovery, claims, actions or causes of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, or any personal property (including building contents) within the Premises, arising from or caused by fire or other casualty covered by insurance on the Premises or covered by insurance in connection with property on or activities

conducted on the Premises, regardless of the cause of such damage or loss, including the negligence of Landlord or Tenant or their agents, officers, or employees. Because this paragraph will preclude the assignment of any claim mentioned in it by way of subrogation or otherwise to an insurance company or any other person, each party to this Lease agrees to immediately give to each insurance company which has issued to it a policy or policies of insurance covering all risk of direct physical loss to the Premises or property on or about the Premises written notice of the terms of the mutual waivers contained in this paragraph, and to have such policy or policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of the mutual waivers contained in this paragraph.

(d) **Fire & Extended Coverage.** Landlords will maintain fire & extended coverage insurance insuring the Premises in amounts and coverages not less than the fair market replacement cost of the Premises (the "Property Insurance"). Tenant shall reimburse Landlord for all costs of such insurance by payment of the Additional Rent.

## 7. Taxes.

(a) **Landlord to Pay Real Property Taxes.** Landlord shall be responsible to pay all Taxes (as that term is hereinafter defined) against the Premises becoming due or payable during the term of this Lease, provided, however, that the Taxes shall be reimbursed to Landlord by payment of the Additional Rent by Tenant.

(b) **Taxes Defined.** As used herein, the term "Taxes" shall mean all real property taxes, assessments and levies, whether general or special, and all water and sewer charges, gas and electric rates, and all other utility charges which may be taxed, charged, assessed, levied or imposed at any time or from time to time during the term of this Lease by any governmental authority upon or against (i) this lease or the Rent or other sums payable by Tenant hereunder, or (ii) the Premises, improvements thereon, or the operation, possession or use thereof. The term "Taxes" shall not include (and Tenant shall not be required to pay) any franchise, estate, inheritance, transfer, income or similar tax of Landlord, including, but not limited to, any income tax imposed with respect to Landlord's income from the Premises.

(c) **Tenant to Pay Personal Property Taxes.** Tenants shall be directly responsible to pay all personal property taxes on personal property owned by Tenant.

**8. Common Area Maintenance Expenses.** "Common Area Maintenance Expenses" or "CAM Expenses" means all costs of maintenance, inspection, and repairs of the Common Areas of the Property, including, but not limited to, those costs for security, lighting, painting, cleaning, decorations and fixtures, Utilities, ice and snow removal, trash disposal, project signs, roof repairs, pest control, project promotional expenses, property owners' association dues, wages and salary costs of maintenance personnel, and other expenses benefiting all the Property that may be incurred by Landlord, in its discretion, including sales taxes and a reasonable service charge for the administration thereof. The term "Common Areas" is defined as that part of the Property intended for the collective use of all tenants including, but not limited to, the parking areas, driveways, loading areas, landscaping, gutters and downspouts, plumbing, electrical systems, HVAC systems, roof, exterior walls, sidewalks, malls, promenades (enclosed or otherwise),

meeting rooms, doors, windows, corridors and public rest rooms. CAM Expenses do not include the cost of capital improvements, the cost of management office equipment and furnishings, depreciation on Landlord's original investment, the cost of tenant improvements, real estate brokers' fees, advertising of space for lease, or interest or depreciation on capital investments.

**9. Operating Expenses.** means all costs of ownership, building management, maintenance, repairs and operation of the Property, including but not limited to roof and structural maintenance, Property Insurance Premiums, CAM Expenses, reasonable management fees, wages and salary costs of building management personnel, overhead and operational costs of a management office, janitorial, Utilities, and professional services such as accounting and legal fees. Operating Expenses do not include the cost of capital improvements, the cost of management office equipment and furnishings, depreciation on Landlord's original investment, the cost of tenant improvements, real estate brokers' fees, advertising of space for lease, or interest or depreciation on capital investments.

**10. Repairs and Maintenance.** Maintenance of the Premises shall be as follows:

(a) Tenant shall at all times, at its sole expense, keep and maintain the interior of the improvements located on the Premises in good condition, and repair all glass and window moldings, partitions, doors, fixtures, interior walls, floors, ceilings, and equipment and appurtenances thereof (including, but not limited to, lighting, heating, ventilating, plumbing, sewage facilities, air conditioning system, and electrical wiring and equipment), and including replacement parts and equipment if necessary.

(b) Tenants shall be responsible to maintain, repair and replace all equipment currently located at the Premises.

All repairs as required by this Section 10 shall be made promptly, as and when necessary, and shall be in quality and class at least equal to the original work. On the default of Tenant in making required repairs or replacements, Landlord may, but shall not be required to, make the required repairs or replacements for Tenant's account, and the expense thereof shall be collectible against Tenant. Tenant shall reimburse Landlord for such expense, upon demand by Landlord.

**11. Utilities.** Tenant, at its sole cost and expense, shall obtain and promptly pay for all utility services required for the operation of or furnished to or consumed on the Premises, including, without limitation, electricity, gas, water, sewer, heat, telephone, garbage collection, and all charges, including any hookup fees, for any of the foregoing.

**12. Assignment and Subletting.** Tenant shall not assign this Lease in whole or in part, or sublet all or any part of the Premises, without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any assignment or subletting without Landlord's consent in writing shall be void. Any approved assignment or subletting shall not relieve Tenant or Guarantors of their obligations under the Lease and Guarantee.

**13. Transfer by Landlord.** Landlord shall have the right to transfer or assign all or any part of this Lease, provided that the transferee or assignee assumes and agrees to carry out the Landlord's covenants under this Lease. Upon the transfer or conveyance of the Premises, without further agreement of the parties, Landlord shall be relieved of and from any liability with respect

to the obligations and covenants of Landlord contained in this Lease arising out of any act or occurrence occurring after the date of such sale.

#### **14. Environmental Matters.**

##### **(a) Compliance with Law.**

(i) Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county, and municipal authorities pertaining to Tenant's use of the Premises and with all recorded covenants, conditions, and restrictions, regardless of when they become effective. These include, without limitation, any required alteration of the Premises because of Tenant's specific use, and all applicable federal, state, and local laws, regulations, or ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions, and other environmental matters, all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon the Landlord, or Tenant with respect to the use or occupation of the Premises.

(ii) In the furtherance of, and not in limitation of, Tenant's obligations under the foregoing paragraph, throughout the terms of this Lease, Tenant and Landlord shall do or cause to be done all things necessary to preserve and keep in full force and effect permits required for the conduct of Tenant's business and operations from the time of commencement of this Lease until its expiration or termination. It is the intent of the parties that the Landlord shall not be primarily responsible for acquiring or procuring licenses and permits necessary for Tenant to operate the Premises but that Landlord, as owner of the Premises, shall cooperate with Tenant to acquire such licenses and permits, including executing such documents as may be reasonably necessary to effectuate the purposes of this subparagraph.

(b) **Use of Hazardous Material.** Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors, or invitees without the prior written consent of Landlord, which shall not be unreasonably withheld as long as Tenant demonstrates to Landlord's satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises.

(c) **Indemnification.** Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss of restriction or use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Lease Term or Renewal Term as a result of contamination by Hazardous Material as a result of Tenant's use or activities, or of Tenant's agents or contractors. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in

connection with any investigation or site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Tenant or its agents or contractors results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the release of any such Hazardous Material to the Premises, provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

(d) **Definition.** As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Material Table (49 CFR 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 CFR Part 302) or hazardous wastes (40 CFR Part 261), petroleum products, asbestos, or such other substances, materials, and wastes that are or become regulated under any applicable state or local law.

(e) **Disclosure.** At the commencement of this Lease, and on January 1 of each year thereafter (each such date being hereafter called "Disclosure Dates"), including January 1 of the year after the termination of this Lease, Tenant shall disclose to Landlord the names and amounts of all Hazardous Material, or any combination thereof, which were stored, used, released, or disposed of on the Premises, or which Tenant intends to store, use, release or dispose of on the Premises. Each party represents to the other that it has disclosed to the other any information known to it related to Hazardous Material on the Premises.

(f) **Inspection.** Landlord and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right to immediately enter upon the Premises to remedy any contamination caused by Tenant's failure to comply notwithstanding any other provisions of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby.

**15. Signs.** Tenant agrees to maintain any signs or advertising in good condition and repair. All signs shall comply with applicable ordinances or other governmental restrictions and the determination of such requirements in the prompt compliance therewith shall be the responsibility of the Tenant. Tenant shall, upon termination of its Lease, remove such signs or advertising and return the area on which the signs or advertising had been placed to its original condition. Tenant shall have the right to building signage and pylon signage subject to the codes and regulations of the City of Joliet and Landlord approval, with all costs of installation and removal being the responsibility of Tenant.

**16. Subordination.** It is covenanted and agreed between the parties hereto that this Lease and any extensions, modifications or renewals thereof is and shall at all times be subordinate to and subject to the lien of any mortgage or mortgages and deed of trust or deeds of trust now or which shall hereafter at any time be placed by Landlord, or its successor, upon the leased Premises, or any part thereof, and to all advances heretofore made or hereafter to be made thereon, and to any and all extensions thereof and changes therein. Tenant agrees to execute promptly any instrument in confirmation of such subordination deemed necessary by Landlord to further effect the subordination of this Agreement to any such security interest.

**17. Estoppel Certificate.** Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord an Estoppel Certificate, a statement in writing certifying that this Lease is in full force and effect and has not been modified or amended or if modified or amended stating the nature of such modifications or amendments, stating the date to which the Rent or other charges are paid in advance, if any, and acknowledging that there are not to Tenant's knowledge any uncured defaults on the part of Landlord hereunder or specifying such defaults if they are claimed.

**18. Indemnification.** Except for damage or injury caused by the willful or grossly negligent act or omission of Landlord, its agents or employees, Tenant will indemnify, defend and hold Landlord, its agents and employees harmless from any and all liability for injury to or death of any person, or loss of or damage to the property of any person, and all actions, claims, demands, costs (including, without limitation, reasonable attorneys' fees), damages or expenses of any kind arising therefrom which may be brought or made against Landlord or which Landlord may pay or incur by reason of the use, occupancy and enjoyment of the Premises by Tenant, its agents, employees, customers or invitees.

**19. Alterations and Improvements.** Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, floor coverings, interior or exterior lighting, plumbing fixtures, shades or awnings, or make any changes to the Premises without first obtaining Landlord's prior written approval and consent, which consent shall not be unreasonably withheld. Tenant acknowledges and agrees that any such alteration, addition or improvement, including without limitation any initial buildout work performed by Tenant in the Premises, is at the discretion of Tenant and is not an obligation of Landlord under the Lease. Except as set forth herein, any alteration, addition, or improvement made, and any fixtures installed, by the Tenant after such consent is given, shall at the Landlord's option become the property of the Landlord upon the expiration of or sooner termination of this Lease; provided, however, that the Landlord shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon such termination of this Lease. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. With respect to any such alteration, addition or improvement, Tenant shall obtain all necessary permits, and shall keep the Premises free and clear of all mechanic's and materialmen's liens.

**20. Landlord's Right of Entry.** Landlord or his agents, upon twenty-four (24) hours notice, shall have the right to enter the Premises during reasonable business hours for the purpose of (a) examining or inspecting the same, (b) during the last six (6) months of the term showing the Premises to prospective purchasers, mortgagees, or Tenants, and (c) making any necessary repairs to the Premises and performing any work therein that may be required under this Lease

or necessary by reason of the Tenant's default under the terms of this Lease. In the case of emergency (the existence of which shall be determined by Landlord at his discretion), Landlord may enter the Premises at any time for the purpose of making such repairs. With respect to any such repairs performed by Landlord, the Landlord shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of the Tenant in whole or in part. The Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to the Tenant by reason of making such repairs or the performance of any such work on or in the Premises, and the Rent reserved herein shall not abate while such repairs are being made, nor during the period of any temporary malfunction of utilities or heating, cooling or plumbing systems. During the last ninety (90) days of the Lease Term or Renewal Term, Landlord may put and keep upon the windows or walls of the Premises the usual notice "For Rent" without hindrance or molestation, and may show the Premises to parties wishing to rent it at such times as mutually agreed by the parties. Tenant and all employees shall have twenty-four (24) hour, seven (7) days a week access to the Premises.

## **21. Condemnation.**

(a) Unless this Lease is terminated pursuant to this Section 21, if a portion of the Premises shall be taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, by an authority (the "Condemning Authority") having the power of eminent domain, or if sold to a Condemning Authority under threat of the exercise of such power, this Lease shall continue and there shall be an equitable abatement of the Rent due hereunder.

(b) If a portion of the Premises and/or improvements is so taken or sold, and such portion, in Tenant's reasonable discretion, is material to Tenant's use and occupancy of the Premises, or if all of the Premises is so taken or sold, Tenant may terminate this Lease by giving written notice to Landlord and this Lease shall thereupon terminate on the day following vesting of title in the Condemning Authority, except as hereinafter provided and except with respect to obligations and liabilities of Landlord and Tenant under this Lease, actual or contingent, which have arisen on or prior to such date of termination. Rent shall be prorated as of the date of termination. In the event that Tenant shall fail to exercise its option to terminate this Lease as provided in this Section 21, or in the event that a part of the Premises shall be taken under circumstances under which Tenant shall have no such option, then there shall be an equitable abatement of the Rent due hereunder. By remaining in possession of the Premises for as much as ninety (90) days after such taking, Tenant shall be deemed to have waived all such right to terminate this Lease even though such notice of termination may have been given to the Landlord.

(c) In the event of any condemnation or taking as aforesaid, either whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof. Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value to the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the Condemning Authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in

Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's inventory, furniture, fixtures, leasehold improvements and equipment.

**22. Destruction of Premises.** In the event the Premises are destroyed or damaged by fire or other casualty not caused by negligence or misuse by Tenant, its agents, employees, customers or invitees, so as to be unfit for ordinary occupancy and use, and not capable of being economically rebuilt or restored within one hundred eighty (180) days from the date of such casualty, then this Lease shall be automatically terminated, and the Rent shall abate from the date of casualty. Otherwise, the Tenant may terminate the Lease in its discretion upon written notice to Landlord within ten days. If Tenant does not so terminate the Lease, then Landlord shall proceed at his own expense in due diligence to restore the Premises within such one hundred eighty (180) days, in which case there shall be an abatement and apportionment of the Rent until the Premises are restored. Landlord shall not be obligated to restore the Premises unless insurance proceeds are available for that purpose from the policy or policies specified in Section 6 hereof. If the Landlord determines that the Premises cannot be rebuilt or restored within the one hundred eighty (180) day period specified herein, then Landlord shall give written notice of this decision to the Tenant within thirty (30) days from the date of the occurrence of such casualty.

**23. Surrender of Premises.** At the expiration of the Lease Term or Renewal Term, the Tenant shall surrender the Premises in as good condition as it was at the beginning of the Lease Term, natural deterioration from reasonable use thereof only excepted. Upon vacating the Premises, Tenant shall be charged all reasonable expenses incurred by Landlord to place the Premises in as good condition as it was at the beginning of the Lease Term, natural deterioration from reasonable use thereof excepted.

**24. Default.** The occurrence of any of the following events shall constitute a default hereof: (a) Tenant's failure to pay any Rent due hereunder for more than ten (10) days after written notice from Landlord, (b) Tenant's failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant, for more than thirty (30) days after written notice of such default shall have been given to Tenant by Landlord, (c) Tenant files or there is filed against Tenant a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute, (d) an order is entered adjudicating Tenant a bankrupt or approving an involuntary petition seeking a reorganization of Tenant under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or a substantial part of the property of Tenant, and such order is not vacated or stayed within sixty (60) days of such entry, or (e) any action is filed seeking to enforce a lien or interest in Tenant's interest in the Lease.

**25. Remedies.** In the event of default of Tenant as set forth in Section 24 hereof, in addition to the other rights and remedies it may have, Landlord shall have the immediate right to terminate this Lease or re-enter and attempt to re-let the Premises without terminating this Lease, and remove all persons and property from the Premises, and store said property so removed in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all with service of notice or resort to legal process.

If Landlord, without terminating this Lease, either (a) elects to re-enter and attempts to re-let the Premises, or (b) takes possession of the Premises pursuant to any notice provided by law, then he may, from time to time, make such alterations and repairs as may be necessary in order to re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord, in his sole discretion, may deem advisable. Upon each such re-letting, all rentals received by Landlord from such re-letting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting, including, but not limited to, brokerage fees and attorney fees; third, to the payment of any Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to the payment of future Rent as the same shall become due and payable hereunder. If such rental received from such re-letting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on his part to terminate this Lease unless a notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies he may have, he may recover from Tenant all damages he may incur by reason of such breach, including, but not limited to, the costs of recovering the Premises, reasonable attorney fees, and the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent reserve in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises over the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

The rights and remedies given to Landlord by this Section 25 of this Lease shall be deemed to be cumulative and not one of the rights and remedies shall be exclusive at law or in equity of the rights and remedies which Landlord might otherwise have by virtue of a default under this Lease, and the exercise of any such right or remedy by Landlord shall not impair Landlord's standing to exercise any other right or remedy.

**26. Covenant of Quiet Enjoyment.** Upon payment by the Tenant of the Rent herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord subject, nevertheless, to the terms and conditions of this Lease.

**27. Acceptance of Premises.** Tenant acknowledges that it has made a full inspection of the Premises and all improvements thereon. At the commencement of the Lease Term, the Tenant shall accept the Premises and all improvements on or in the Premises, "as is" and in their existing condition, subject to the Premises being cleaned out from any prior tenant's merchandise and equipment. Notwithstanding Tenant's acceptance of the Premises in their "as is" condition, Landlord warrants that, as of the Lease commencement date, the HVAC system(s), electrical system, and plumbing system(s) serving the Premises shall be in good working order and

operational condition. Tenant shall, at its sole cost and expense, repair or replace the flooring damaged by water in the Premises, and Tenant shall be responsible for any buildout of the Premises, with all such buildout being subject to Landlord's prior review and written approval.

**28. Holding Over by Tenant.** At the expiration of the Lease Term or Renewal Term, the parties, by mutual agreement, may elect to continue the Lease Term from month to month, subject to the same terms and conditions as set forth herein; provided, however, that in the event of such extension of the Lease Term or Renewal Term, the Lease Term or Renewal Term as extended may be terminated by either party upon thirty (30) days written notice to the other party.

**29. Binding Effect and Benefits.** This Agreement shall be binding upon, and shall inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, personal representatives, successors and assigns.

**30. Amendments.** This Agreement may not be altered, amended or modified except pursuant to a written instrument executed by all the parties hereto.

**31. Entire Agreement.** This Agreement constitutes the entire understanding of the parties as to the transactions contemplated herein, and supersedes any and all understandings or agreements, if any, oral or written, between the parties relating to the subject matter hereof. There are no understandings, representations, agreements, promises or covenants other than those included herein.

**32. Governing Law.** This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Illinois.

**33. Section Captions.** The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Agreement.

**34. Waiver.** Except as hereinabove provided, a waiver by a party of any breach of any term, covenant, or condition contained herein to be performed by a party, or the delay, forbearance, indulgence or failure of a party in exercising any right hereunder on account of such breach, or the partial exercise of such right, shall not be deemed a waiver of any subsequent breach of the same term or any other term, covenant or condition hereof.

**35. Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**36. Notices and Communications.** Any notice, communications, demand or instruction required or permitted hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested, in an envelope addressed to the parties as follows:

(a) If to Landlord: Jupiter Millennium LLC

6719 Garrett River Rd, Frisco, TX 75036

Email : [leasing@jupitertexas.com](mailto:leasing@jupitertexas.com)

Phone: (401) 472-4914

(b) If to Tenant: Cesar Rivera / Odyssey Strength and Recovery

3106 Dan Irland Dr, Joliet, IL 60435

Email :[cesarrivera3972@gmail.com](mailto:cesarrivera3972@gmail.com)

Phone: \_\_\_\_\_

All notices shall be deemed received on the earlier of (1) actual receipt, or (2) three days (excluding Sundays and federal holidays) after delivery to the United States Post Office. Any address to which notices are sent hereunder may be changed by notice to the parties hereto in the manner hereinabove provided.

**37. Severability.** If any provision of this Agreement or any related document or instrument is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be either (i) reformed by a court of competent jurisdiction to reflect the intent of the parties, or (ii) deleted from the Agreement by the court, whichever course of action in the opinion of the court would best reflect the intent of the parties, taking into consideration all provisions of the Agreement. If a provision is deleted, the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by severance herefrom.

**38. Further Actions.** At any time and from time to time on or after the execution hereof, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.

**39. Attorney's Fees.** In the event either party is required to bring an action to enforce any provision or right under this Agreement, the prevailing party as determined by a court of competent jurisdiction shall be entitled to its reasonable costs incurred in connection with such litigation, including reasonable attorney's fees, and the unsuccessful party covenants and agrees to pay the prevailing party the same.

**40. Costs and Expenses.** Each party hereto shall bear its fees and expenses separately incurred in connection with this Agreement, the transactions contemplated herein, and the performance of its obligations hereunder.

**41. Facsimile Execution.** For purposes of executing this Agreement, a document signed and transmitted by facsimile machine or via e-mail/PDF is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature or an original document. At the request of any party, any facsimile or PDF document is to be re-executed in original form by the parties who executed the facsimile or PDF document. No party may raise the use of a facsimile machine or PDF or the fact that any signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or other document executed in compliance with this Section.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

**LANDLORD**

Jupiter Millennium LLC

By: \_\_\_\_\_

Name: Bharath Gangula

Title: \_\_\_\_\_

**TENANT**

Cesar Rivera d/b/a Odyssey Strength and Recovery

By: Cesar Rivera

Cesar Rivera, Owner

## EXHIBIT "A"

### Legal Description of Premises

Suite 108, consisting of approximately 1,100 rentable square feet, located in the building at 121 Springfield Ave, Joliet, Illinois.

## UNCONDITIONAL GUARANTY OF LEASE

This UNCONDITIONAL GUARANTY OF LEASE ("*Guaranty*") shall be a guaranty of that certain Lease Agreement, dated **June 1, 2026**, by and between **Jupiter Millennium LLC** ("*Landlord*"), and **Cesar Rivera d/b/a Odyssey Strength and Recovery** ("*Tenant*"), with respect to the premises located at **121 Springfield Ave, Suite 108, Joliet, IL** ("*Premises*"), including all exhibits, schedules, addendums and guarantees thereto and as amended, supplemented or otherwise modified from time to time (the "*Lease*").

The undersigned, **Cesar Rivera** (each a "*Guarantor*" and collectively "*Guarantors*"), to induce Landlord to execute the Lease and as a material consideration and inducement therefor (recognizing that without execution of this Guaranty Landlord would not be willing to enter into the Lease with Tenant), hereby jointly and severally, absolutely and, irrevocably, and unconditionally guarantee performance and observance by Tenant of all obligations, duties, covenants, agreements and conditions set forth in the Lease to be performed or observed by Tenant during the term of the Lease (the "*Term*") (including specifically, and without limiting the generality of the foregoing, payment by Tenant of all rental and other amounts and damages of whatsoever kind or nature which may be or become due from Tenant under the terms of, or in connection with, the Lease during the Term). This Guaranty is unconditional and the liability of Guarantors shall be absolute, in the same manner as if Guarantors were named in and had signed the Lease as the "*Tenant*" thereunder. Guarantors agree that bankruptcy insolvency, lack of corporate capacity or any other disability or impediment against enforcement of full liability of Tenant named in the Lease shall in no way impair or affect Guarantors' liability and obligation hereunder, and, without limitation of the foregoing, Guarantors agree that in the event that Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or future provisions of the Bankruptcy Code, or if such a petition be filed by creditors of Tenant, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law or if a receiver of all or part of Tenant's property and assets is appointed by any state or federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantors under this Guaranty, and the liability of Guarantors for the Tenant's obligations under the Lease during the Term shall be of the same scope as if each Guarantor had itself executed the Lease and no "rejection" and/or "termination" of the Lease in any of the proceedings referred to above shall be effective to limit, release and/or terminate the continuing liability of Guarantors to Landlord under this Guaranty with respect to the Lease during the Term and such liability of Guarantors shall be unaffected by any such "rejection" and/or "termination" in said proceedings. It shall not be necessary or required in order to maintain and enforce Guarantors' liability hereunder that demand be made upon Tenant or that action be commenced or prosecuted against Tenant or that any effort be made to enforce the liability or responsibility of Tenant for performance of its obligations or duties under, or in connection with, the Lease during the Term, and it shall not be required that Tenant or any other party liable on the Lease be joined in any action brought against Guarantors for enforcement of Guarantors' liability and responsibility under this Guaranty or that judgment have theretofore been obtained against Tenant or any other party liable therefor on or in connection with any such

claim. Guarantors agree that no waiver by Landlord or forbearance or delay by Landlord in asserting or enforcing any rights or remedies of Landlord against or with respect to Tenant or any other party who may be or becomes responsible for performance of any of Tenant's obligations or duties during the Term shall in any way affect, impair or release Guarantors' liability hereunder. Guarantors expressly waive and agree that no notice of default by Tenant or other notice or demand need be given by Landlord to Guarantors as a condition of maintaining or enforcing Guarantors' liability and obligations under this Guaranty. Guarantors agree that Landlord's release or subordination or failure or delay to enforce or seek to realize upon any security now or hereafter held or acquired by Landlord for performance of any of the obligations or duties of Tenant under or in connection with the Lease shall in no way impair, affect or release Guarantors' liability hereunder, and that Landlord's action (at Landlord's election) in terminating the Lease or in taking or retaking possession of the Premises as therein provided following default by Tenant shall not release or impair Guarantor's liability hereunder and that no notice of such termination or of such entry or re-entry by Landlord need be given to Guarantors.

Guarantors hereby consent and agree that Landlord may at any time, and from time to time, without notice to or further consent from Guarantors, either with or without consideration, agree to modify the terms of the Lease; extend or renew the Lease for any period; grant releases, compromises and indulgences with respect to the Lease to any persons or entities now or hereafter liable thereunder or hereunder; or take or fail to take any action of any type whatsoever. No such action which Landlord shall take or fail to take in connection with the Lease or for the performance of any obligations or undertakings of Tenant, nor any course of dealing with Tenant or any other person, shall release Guarantors' obligations hereunder, affect this Guaranty in any way or afford Guarantors any recourse against Landlord. The provisions of this Guaranty shall extend and be applicable to all renewals, amendments, extensions, consolidations and modifications of the Lease, and any and all references herein to the Lease shall be deemed to include any such renewals, extensions, amendments, consolidations or modifications thereof. This Guaranty unconditionally guarantees the performance of all obligations of Tenant to Landlord under the Lease made on behalf of Tenant by any officer, member, or agent of Tenant.

This Guaranty shall terminate immediately upon the expiration of the Term, including, as may be extended by any renewal, amendment, extension, or modification (as provided above).

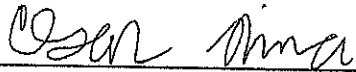
This Guaranty shall remain in full force and effect upon the Landlord selling the Premises under the Lease and be enforceable by Landlord and its respective successors and assigns.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**SIGNATURE PAGE FOLLOWS**

WITNESS the execution hereof effective as of **June 1, 2026**.

**GUARANTOR**



**Cesar Rivera**

3106 Dan Irland Dr, Joliet, IL 60435

**TENANT**



**Cesar Rivera d/b/a Odyssey Strength and Recovery**

**LANDLORD**

  
**Jupiter Millennium LLC**