

POST-CLOSING POSSESSION ADDENDUM

Seller: Joseph P. Ward, individually and Daniel R. Ward, as Trustee of the Daniel R. Ward Trust dated January 18, 2001

Buyer: Village of Romeoville

Premises: North Weber Road Parcel as hereinafter described

This addendum (“Addendum”) is attached to and made part of that certain real estate sales purchase agreement (“Agreement”) dated as of July ____, 2024, by and between Seller and Buyer for the Premises as defined therein and legally described as follows: THE SOUTH 482.00 FEET OF THE WEST 804.00 FEET OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

and identified by PIN 11-04-05-100-008-0010 and PIN 11-04-05-100-008-0020

Notwithstanding any contrary provision of the Agreement, the parties further agree as follows:

WHEREAS, the undersigned are parties to the aforementioned Agreement relating to the aforementioned Premises; and

WHEREAS, the Seller therein is desirous of retaining possession of said premises to a date later than is now provided for in said Agreement; and

WHEREAS, it is to the advantage of Buyers and Seller to proceed to close on the date specified in the contract; and

IT IS NOW, THEREFORE, FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00), the mutual promises of the parties and other good and valuable consideration, agreed as follows:

1. Seller and Buyer agree that Seller shall remain in possession of the Premises for use and occupancy thereof until 3:00 p.m. on April ____, 2025, at which time Buyer shall be entitled to and shall receive sole possession of the Premises including all keys, codes and other access control devices or means, and free and clear from any possession or claims to possession of the Seller, Seller’s tenants or invitees or any other third parties whatsoever. Seller shall during such extended time of possession be subject to all otherwise applicable provisions of the Agreement, including but not limited to Paragraph 9 of the Agreement.
2. Seller acknowledges that at Closing, it shall post with Buyer an Irrevocable Letter of Credit satisfactory in form and substance to Buyer in the principal amount of \$100,000.00, having an expiration date of not sooner than July 1, 2025, which Irrevocable Letter of Credit shall serve as security for Seller’s timely and complete performance of all of its obligations under this Addendum and of all provisions of the Agreement which survive the closing thereof, including but not limited to Paragraphs 6, 11 and 22 of the Agreement. Buyer acknowledges that at the closing under the Agreement, it shall be responsible to pay to Seller an amount equal to the Issuer’s charge to Seller to issue the Irrevocable Letter of Credit. In the event that Seller (including all tenants, invitees or other third parties permitted to occupy the Premises by Seller) timely vacates the Premises in accordance with this Addendum and the applicable provisions of the Agreement, including but not limited to Paragraph 9 thereof, and otherwise performs its obligations under this Addendum and under the applicable provisions of the Agreement in a timely, complete and compliant manner, Buyer shall, upon the demand of Seller, return the Irrevocable Letter of Credit to the Seller. In the

event that the Seller fails to timely vacate the Premises in accordance with this Addendum and the applicable provisions of the Agreement, including but not limited to Paragraph 9 thereof, or to otherwise deliver sole and exclusive possession of the Premises to Buyer in accordance therewith, or to otherwise perform its obligations under this Addendum and under the applicable provisions of the Agreement in a timely, complete and compliant manner, Buyer shall in such event be entitled to draw upon the Irrevocable Letter of Credit in any amount up to the total principal balance thereof. Funds so drawn by Buyer under the Irrevocable Letter of Credit shall be utilized by Buyer to secure and reimburse Buyer for its expenses in obtaining the quality and character of possession and performance required by the Addendum and Agreement, together with Buyer's reasonable attorneys' fees in filing a forcible entry and detainer action or other appropriate litigation to obtain possession of the Premises and such performance as is required by this Addendum and the Agreement. During the pendency of any such litigation, Buyer shall be entitled to draw upon the Irrevocable Letter of Credit to defray its expenses incurred from time to time or to draw the entire balance to secure expenses anticipated by Buyer to be incurred. Upon the conclusion or settlement of any such litigation and Buyer being placed into full and exclusive possession of the Premises and in receipt of such performance as is required by the Addendum and the Agreement, Buyer shall on demand of Seller pay to Seller the then-remaining unexpended balance of the funds drawn from the Irrevocable Letter of Credit and return the Irrevocable Letter of Credit to Seller.

3. Seller shall pay all utility charges including, by way of example, and no limitation, gas, electricity, water, sewer, and scavenger, and shall pay the bills for such utilities as they become due during Seller's possession hereunder. Seller shall cause a final reading to be taken as of the date of delivery of possession to Buyer and shall pay for such services through the date of final reading. If fuel for heating is other than natural gas, Seller will pay Buyers for the fuel used through the date of delivery of possession. Seller shall also be responsible for all real estate taxes through and including the date on which possession is to be transferred to Buyer, and the same shall be reflected in the proration of taxes and other items at Closing.
4. Seller shall be responsible for contents, personal property and liability insurance until delivery of Possession hereunder. At Closing, Seller shall provide Buyer with Buyer with a certificate of insurance evidencing Buyer as a named insured by written endorsement under a policy of broad form general liability insurance coverage of \$1,000,000 per occurrence \$2,000,000 aggregate, combined single limits with the coverage to include, but not necessarily be limited to, premises operations; contractual; independent contractors; owner's and contractor's protective; personal injury (including, but not limited to, libel, slander, defamation of character and liquor license liability) also including sexual molestation and abuse, together with a certificate of insurance evidencing Buyer as a named insured by written endorsement under a policy of automobile liability insurance with coverage of \$1,000,000 combined single limit, including bodily injury and property damage, and such policy shall cover all owned, non-owned and hired vehicles. All such insurance shall be primary and noncontributory, and shall be in force and effect at all times until possession of the Premises is delivered exclusively to Buyer as required by the Addendum and Agreement. In addition, and in consideration of Buyer's execution of this Addendum, Seller hereby releases, waives and discharges the Buyer and its officers, officials, employees, agents, volunteers and contractors (collectively, the "Releasees") from any and all liability and all claims of any kind whether for personal injury, property damage or death, arising from the use by Seller or any third party of the Premises, and further covenants that the Seller and any and all persons permitted to use or occupy the Premises by Seller shall not sue any of the Releasees with respect to any such liability or claims. In the event that the Seller or any other person, entity or organization nonetheless makes a claim or files suit against Releasees arising out of any of the above-described matters, the Seller will indemnify and hold Releasees harmless of and from any and all damages or judgments and costs of litigation, including Releasees' attorney fees. The provisions hereof are to be construed as broadly as possible in favor of Releasees, and this Agreement as a whole shall be governed by the laws of the State of Illinois (without reference to the conflicts of laws rules thereof). If any part of

this Agreement shall be ruled invalid by a court having jurisdiction, the balance shall be enforced to the maximum possible extent. The Seller acknowledges that it is signing this Addendum containing the foregoing provisions freely and voluntarily, having read and understood it and with a full opportunity to consider its substance and with the intention of fully and unconditionally assuming the obligations as set forth above.

5. At the time possession is transferred to Buyer, Seller shall ensure that the Premises are in the condition called for by the Agreement at the time of Closing, including but not limited to the provisions of Paragraph 9 thereof.
6. The conditions herein contained shall apply to and be binding on the heirs, legal representatives, assigns, and successors in interest of the parties hereto, and all covenants are to be construed as conditions of this Addendum.
7. Failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option contained herein, shall not be construed as a waiver of such covenant, condition, or option in any other instance.
8. Should either Seller or Buyer be required to incur attorneys' fees, costs, and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this agreement, then the party so failing to perform shall be liable to the other party for any reasonable attorneys' fees, costs, and expenses (including expenses of litigation) incurred by such party.
9. This Addendum together with the Agreement contains the entire agreement of the parties concerning the subject matter. The parties acknowledge that neither of them has made any representation with respect to the subject matter of this Addendum other than such representations as are specifically stated herein and each party acknowledges that he, she, or it has relied on his, her, or its own judgment in entering into this Addendum. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his, her, or its dealings with the other.
10. No waiver or modification of this Addendum or any language contained herein shall be valid unless in writing and duly signed and dated by both parties. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights and obligations of any party hereunder, unless such waiver or modification is in writing and duly signed. The provisions of this paragraph may not be waived except as herein stated.
11. This Addendum, the performance of the parties hereunder, and all suits and special proceedings hereunder shall be construed according to Illinois law.
12. Should any part of this Addendum be declared by judicial decision to be illegal or in conflict with federal or state law, the validity of the remaining language shall not be affected, and this Addendum shall be construed as if it did not contain the particular part held to be invalid, and the rights and obligations of the parties to this Addendum shall be construed and enforced accordingly.
13. Either party's waiver of breach of one covenant or condition of this Addendum is not a waiver of breach of others, or of subsequent breach of the one waived.

14. This Addendum may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered on eand the same Addendum.

15. Time is of the essence in this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

Seller
Joseph P. Ward, individually

Buyer
Village of Romeoville

Seller
Daniel R. Ward, as Trustee of the Daniel R. Ward Trust dated January 18, 2001