

## ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT (this "Assignment") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2019, (the "Effective Date") by and between **DUKE REALTY LIMITED PARTNERSHIP**, an Indiana limited partnership ("Assignor") and **VILLAGE OF ROMEOVILLE**, an Illinois municipal corporation ("Assignee") with reference to the following:

### RECITALS:

A. Assignor is the Buyer under that certain Purchase and Sale Agreement dated August 1, 2018, as modified by that certain letter dated January 15, 2019, by and between Assignor and LAFARGE NORTH AMERICA, INC., a Maryland corporation ("Seller") ("Purchase Agreement"), attached hereto as **Exhibit A** and made a part hereof, for that certain real property located on West Renwick Road, in Lockport, Will County, Illinois, containing approximately 17.23 +/- acres as legally described on **Exhibit B** attached hereto and incorporated herein (the "Land"), and together with all of Assignor's rights, privileges, rights of way, rights of access, easements and other rights appurtenant thereto (collectively, the "Property"). All initial capitalized terms not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

B. Assignor desires to assign to Assignee and Assignee desires to accept the assignment of the Purchase Agreement from Assignor.

For Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals. The above stated recitals are true and correct and are hereby incorporated herein by this reference and made a part hereof.

2. Assignment. Assignor hereby grants, assigns and transfers to Assignee, its successors and assigns, all right, title and interest in, to and under the Purchase Agreement for the acquisition of the Property and Assignee accepts from Assignor all right, title, and interest in, to and under the Purchase Agreement for the acquisition of the Property. Assignor hereby authorizes and empowers Assignee to enforce performance of all covenants and conditions contained in the Purchase Agreement, to demand and receive all things covenanted to be delivered by Seller in the Purchase Agreement, to the extent hereby assigned, in the same manner and with the same effect as Assignor could have done had this Assignment not been made.

3. Assumption of Purchase Agreement Obligations. Assignee assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as Buyer under the Purchase Agreement with respect to the acquisition of the Property accruing after the date hereof.

4. Reimbursement of Deposit/Costs. Contemporaneously herewith, Assignee shall wire to Assignor an amount equal to One Hundred Seventy Seven Thousand Four Hundred

Ninety-Five and 00/100 Dollars (\$177,495.00), as reimbursement for (i) earnest money deposit previously funded by Assignor pursuant to the Purchase Agreement, (ii) other costs and expenses incurred by Assignor in connection with the Purchase Agreement, and (iii) a fee for this Assignment.

5. Assignor's Covenants. Assignor covenants that the copy of the Purchase Agreement attached hereto is a true, correct and complete copy of the Purchase Agreement as currently in effect and that there exists no other agreement affecting Assignor's obligations under the Purchase Agreement.

6. Representation and Warranties of Assignor. Assignor hereby represents and warrants to Assignee the following:

- (i) No uncured default, event of default, or breach by Assignor exists under the Purchase Agreement, and no facts or circumstances exist that with the passage of time, will or could constitute a default, event of default, or breach by Assignor under the Purchase Agreement.
- (ii) To Assignor's actual, present knowledge, without independent investigation, no uncured default, event of default or breach by Seller exists under the Purchase Agreement.
- (iii) Assignor has the legal power, right and authority to enter into this Assignment.

7. Repurchase Option. Provided the transaction contemplated herein closes pursuant to the terms hereof, Assignor shall have an option (the "Option") to purchase 12.48 acres of that portion of the Property legally described on Exhibit C attached hereto and incorporated herein (the "Option Parcel") for an amount (the "Option Parcel Purchase Price") equal to Seven Hundred Four Thousand Seven Hundred Thirty-Six and 83/100 Dollars (\$704, 736.83). Closing costs (i.e. documentary stamps on the Deed, title insurance and survey costs) on the sale of the Option Parcel shall be paid by Assignee and Assignor on the same basis as provided in this Agreement. The parties each represent and warrant to the other that no commission is due any other broker or third party resulting from this Option. Assignor may exercise the Option by delivering written notice (the "Option Notice") thereof to Assignee on or before the date (the "Option Deadline") that is the fifth 5<sup>th</sup> anniversary of the closing of Assignee's purchase of the Property pursuant to the Purchase Agreement (the "Closing"). In order for the exercise of Assignor's Option to be valid and effective, Assignor must at the same time as Assignor delivers the Option Notice, also deliver to Escrow Agent an earnest money deposit (the "Deposit") in the amount of Ten Thousand Dollars (\$10,000.00) to be held in escrow pursuant to an escrow agreement substantially similar to the Escrow Agreement.

The Deposit shall be applicable to the Option Parcel Purchase Price at the Option Parcel Closing (as hereinafter defined) but otherwise non-refundable to Assignor except (i) in the event of Assignee's default or breach of any representation, warranty or covenant contained in the Purchase Agreement for the Option Parcel, (ii) in the event of Assignee's inability or failure to convey title to the Option Parcel as required in this Section at the Option Parcel Closing, or (iii)

in the event of Assignor's termination of the Option by written notice to Assignee ("Assignor's Termination Notice") within thirty (30) days (the "Due Diligence Period") of the Option Notice solely because (a) the occurrence of any material adverse change in title to the Option Parcel occurring after Closing that Assignee shall not agree to cure or correct by the Option Parcel Closing or (b) the discovery by Assignor after the Option Notice of any material environmental condition on the Option Parcel not otherwise disclosed in an environmental reports or known by Assignor as of the Closing or not having been caused by Assignor or its affiliates. In order for such Termination Notice to be effective, Assignor must give Assignor's Termination Notice within the Due Diligence Period. If such termination of the Option is due to the existence of a change in title to the Option Parcel, then Assignee, at its option without any obligation, may agree to correct such title condition by the Option Parcel Closing by notice to Assignor within five (5) days of Assignor's Termination Notice. If Assignee shall agree to correct such title condition, then Assignee shall have until the Option Parcel Closing to correct the condition. If Assignee shall fail to correct such condition, then Assignor as its sole remedy may terminate the Option and obtain a refund of the Deposit or waive such objection. If Assignor shall timely deliver the Termination Notice and documentation as required above, and so long as such termination is not based on a change in title to the Option Parcel that Assignee shall have timely given Assignor its agreement to correct, then Assignee shall direct Escrow Agent to refund to Assignor the Deposit and the Option shall be terminated and of no further force and effect and Assignor and Assignee shall thereafter be released of all further rights and obligations to each other in respect to the Option.

The closing of the transaction (the "Option Parcel Closing") shall be thirty (30) days after the end of said Due Diligence Period. At the Option Parcel Closing, Assignor shall pay to Assignor the Option Purchase Price less the Deposit and as otherwise adjusted by the applicable prorations and Assignor shall convey the Option Parcel by special warranty deed in the same form as the deed Seller shall convey the Property to Assignee subject only to the Permitted Exceptions and any other exceptions affecting title to the Option Parcel that Assignor agrees to accept title subject to as hereinafter provided or otherwise approved by Assignor.

Within ten (10) days of Assignor's Option Notice, Assignee and Assignor shall execute a purchase and sale agreement for the Option Parcel substantially in the form attached hereto as **Exhibit D**, and on the same terms as set forth in the Purchase Agreement as applicable to the Option Parcel as modified to conform to the terms of this Section. To the extent of any conflict in any of the terms of the Purchase Agreement and the terms of this Section, the terms of this Section shall control.

Assignor shall have until the expiration of the Due Diligence Period to conduct Assignor's examination of title to the Option Parcel and any other inspections Assignor deems necessary. If Assignor shall not timely deliver the Termination Notice, Assignor shall be deemed to have approved and have agreed to take title to the Option Property subject to the Permitted Exceptions.

If Assignor fails to so exercise the Option as set forth in this Section by the Option Deadline, then the Option granted pursuant to this Section shall be of no further force and effect and, thereafter, if Assignee shall request. Assignor shall give Assignee written confirmation that Assignor's Option is no longer of any force and effect.

If within five (5) years after expiration of the Option Period Assignee shall receive an offer to purchase any portion of the Option Parcel from an unaffiliated third party, which offer is acceptable to Assignee, Assignee shall give written notice of its desire to sell the Option Parcel in accordance with that offer, which notice shall include a copy of the offer or proposal and a statement of material terms of the proposed sale contained in the third party offer (the "Assignee Notice"). In the event Assignor desires to purchase the Option Parcel covered by the Assignee Notice, Assignor shall give written notice of its intention to purchase the Option Parcel to Assignee ("Assignor's Acceptance") within ten (10) days after receipt of the Assignee Notice. If Assignor fails to give Assignor's Acceptance within ten (10) days after its receipt of the Assignee Notice, Assignor shall be deemed to have waived its right of first refusal to purchase the Option Parcel. In such a case, Assignee shall be free to sell such Option Parcel to an unaffiliated third party, upon terms and conditions and at a purchase price which is at least ninety percent (90%) of the amount contained in the Assignee Notice. If Assignee is unable to close and execute the documentation necessary to evidence such sale to an unaffiliated third party in accordance with the terms of the Assignee Notice, Assignee must resubmit the Assignee Notice if and when Assignee receives another bona fide offer from an unaffiliated third party, which Assignee desires to accept, based on the subsequent third-party offer to Assignor for Assignor to exercise its right of first refusal as provided herein, prior to consummating any sale of such Option Parcel. In the event Assignor elects to exercise its right of first refusal by giving Assignor's Acceptance within ten (10) days after receipt of the Assignee Notice, Assignor and Assignee shall proceed to close on the sale of the Option Parcel to Assignor in accordance with the terms of the Assignee Notice and otherwise in accordance with this Agreement. In the event Assignor fails to exercise its right of first refusal under this Section 7, and Assignee closes and executes the documentation to evidence such sale of the Option Parcel to such an unaffiliated third party, Assignor shall have no further right or option to purchase the Option Parcel.

Notwithstanding any provision of this Agreement to the contrary, the provisions of this Paragraph 7 shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns. At Closing, Assignee and Assignor shall execute a memorandum in recordable form setting forth the options granted herein (but without reference to any monetary terms thereof).

8. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Assignment and the rights and obligations herein may not be transferred or assigned by one party without the other party's written consent.

9. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of Illinois applicable hereto.

10. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be a fully binding and enforceable agreement against the party signing such counterpart, but all such counterparts together shall constitute but one agreement. Electronic counterparts of this Assignment as executed by the parties shall be deemed and treated as executed originals for all purposes.

11. Entire Agreement. This Assignment, together with the exhibits, represents the entire agreement between the parties with respect to the subject matter hereof.

12. Further Assurances. The parties agree to execute such other reasonable instruments and take such further reasonable actions as may be reasonably necessary to effectuate the parties' agreement reflected herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

**DUKE REALTY LIMITED PARTNERSHIP,**  
an Indiana limited partnership

By: Duke Realty Corporation  
d/b/a Duke Realty of Indiana Corporation  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signatures Continue On Following Page.]

**ASSIGNEE:**

**VILLAGE OF ROMEOVILLE,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**PURCHASE AGREEMENT**

[See attached – INLCUDE 1/15/19 LETTER EXTENDING INSPECTION PERIOD]



LaFarge  
Lockport, IL

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of August, 2018 (the "Effective Date"), by and between LAFARGE NORTH AMERICA, INC., a Maryland corporation (hereinafter called "Seller"), and DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership (hereinafter called "Buyer").

### WITNESSETH:

FOR AND IN CONSIDERATION of the Earnest Money (as hereinafter defined), the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase that certain real property located on West Renwick Road in Lockport, Will County, Illinois, containing approximately 19.62 +/- acres and being more particularly described or depicted on Exhibit A attached hereto and made a part hereof, together with all of Seller's right, title and interest in and to all easements, utility reservations, rights of way, strips and gores of land, mineral rights, water and water rights, wells, well rights and permits, water and sewer taps, sanitary or storm sewer capacity or reservations, rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property, tenements, hereditaments, privileges, licenses and appurtenances, reversions and remainders in any way belonging, remaining or appertaining thereto and together with all improvements, fixtures, personal property, trees, timber, or other crops and plants and minerals located thereunder or thereon (hereinafter collectively referred to as the "Property").

2. Purchase Price, Method of Payment. The purchase price for the Property (hereinafter called the "Purchase Price") shall be EIGHT HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED FORTY-SEVEN and NO/100 DOLLARS (\$854,647.00). The Purchase Price shall be paid by Buyer to Seller on the Closing Date (as hereinafter defined) after crediting the Earnest Money, and subject to the prorations and adjustments hereinafter described, by wire transfer or other immediately available funds reasonably acceptable to Seller.

3. Earnest Money. Within three (3) business days following the Effective Date, Buyer shall deliver to First American Title Insurance Company, Chicago National Commercial Services, 30 North LaSalle Street, Suite 2700, Chicago, Illinois 60602, Attn: Steve Zellinger (hereinafter called "Escrow Agent") a good faith earnest money deposit of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) (said deposit, together with all interest earned thereon, being hereinafter called the "Earnest Money"), which Earnest Money shall be held and disbursed by Escrow Agent in accordance with the terms and conditions of this Agreement and the terms and conditions set forth in that certain Escrow Agreement to be executed by Seller, Buyer and Escrow Agent contemporaneously herewith, the form of which is attached hereto as Exhibit B and made a part hereof. On the Closing Date, the Earnest Money shall be applied as part payment of the Purchase Price, in accordance with Section 2 above.

4. Title Examination and Objections.

(a) Seller shall convey good, marketable and insurable fee simple title to the Property to Buyer, free and clear of all liens and encumbrances, subject only to (i) the lien of taxes not yet due and payable, (ii) all matters revealed by the Survey (as hereinafter defined), if any, and waived or not timely objected to by Buyer pursuant to this Section 4, (iii) all matters set forth in the Title Commitment (as hereinafter defined) and waived or not timely objected to by Buyer pursuant to this Section 4, (iv) any other matters of title to which Buyer shall expressly consent in writing, and (v) Standard Exceptions found in the Title Commitment (each hereinafter called a "**Permitted Exception**" and collectively, the "**Permitted Exceptions**").

(b) Upon execution of this Agreement, Escrow Agent shall proceed with the issuance of a commitment for an owner's policy of title insurance (hereinafter called the "**Title Commitment**"). The Title Commitment shall commit the title insurer to issue a title policy at Closing insuring, for the full amount of the Purchase Price, good and marketable fee simple title to the Property in Buyer's name. The title insurer shall attach to the Title Commitment complete, legible copies of all instruments noted as exceptions therein. Buyer shall have until the expiration of the Inspection Period (as hereinafter defined) in which to examine the Title Commitment and underlying documents, and in which to give Seller written notice of any objections that Buyer may have (the "**Title Objection Notice**"). If Buyer fails to give any notice to Seller by such date, Buyer shall be deemed to have waived such right to object to any title exceptions or defects.

(c) Seller shall have five (5) business days following Buyer's delivery of the Title Objection Notice in which to review said objections, and to give Buyer notice whether Seller will attempt to cure any objections specified in Buyer's Title Objection Notice (the "**Title Response Notice**"). If Seller fails to deliver the Title Response Notice within said five (5) business-day period, or if Seller notifies Buyer in the Title Response Notice that Seller does not intend to attempt to cure any or all of Buyer's objections set forth in the Title Objection Notice, then Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving notice to Seller within five (5) business days thereafter, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties hereunder shall expire (except for those which expressly survive any such termination) and this Agreement shall be of no further force or effect. If Buyer fails to terminate this Agreement within the time limit specified above, Buyer shall be deemed to have waived any objections specified in the Title Objection Notice that Seller has not expressly agreed to cure.

(d) Buyer may re-examine title to the Property up to and including the Closing Date and give Seller notice of any additional objections appearing of record subsequent to the effective date of the Title Commitment, but Buyer's failure to specify in its initial notice of objections any objection appearing of record as of the effective date of the Title Commitment shall be deemed to be and shall constitute a waiver of any such objection.

(e) Seller shall have until the Closing Date to satisfy all objections that Seller has expressly agreed to satisfy pursuant to this Section 4, and, if Seller fails to so satisfy such objections, then, at the option of Buyer, Buyer may (i) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties hereunder shall expire (except for those which expressly survive such termination) and this Agreement shall be of no further force or effect or (ii) waive such satisfaction and performance and elect to close, and all objections so waived

shall thereafter constitute Permitted Exceptions under this Agreement; or (iii) extend the Closing Date for a period of up to ninety (90) days, during which time Seller shall cure such title objections.

(f) Notwithstanding any other provision of this Agreement to the contrary, Seller shall, prior to the Closing Date, satisfy, cure or cause to be released (or bonded off of the Property at Seller's election) (i) all materialmen's and mechanic's liens affecting the Property and arising out of work done for or on behalf of Seller, (ii) the lien and interest of any other person or any other entity securing a loan to Seller (if any), and (iii) any judgment lien against Seller which attaches to the Property prior to the Closing Date (if any). Seller's failure to satisfy the specific items listed in the previous sentence shall be an event of default by Seller under Section 12 of this Agreement with respect to which Buyer shall be entitled to (A) pursue its remedies under Section 12 of this Agreement or (B) close on the purchase and sale of the Property contemplated herein and accept the Property subject to such items after reducing the Purchase Price by the amount of such uncured items.

(g) Seller hereby covenants that it shall not voluntarily transfer, sell, assign, encumber, lease, hypothecate or otherwise dispose of any or all of its right, title and interest in and to the Property nor consent to the creation of any easement affecting the Property, during the existence of this Agreement, without the prior consent of Buyer.

(h) Deed. The Deed shall contain a restriction (the "Deed Restrictions") in accordance with the following:

Limitations on Use/Covenant: Buyer acknowledges and agrees the special warranty deed conveying the Property herein will contain a restriction running with the land that from the Closing Date and continuing for 40 years after the Closing Date, that the Property will not be used (nor shall the owner thereof or any tenant or agent of such owner allow any other party acting through such party to use, lease, license or purchase the Property, or any part thereof) for the commercial mining, sale, manufacture, collection, storage, staging, distribution or delivery of any rock, stone, sand, aggregate, concrete, cement (including portland cement, blended cement or ground granulated blast furnace slag or slag cement, or any part or component thereof) or any other cementitious materials, or any part or component thereof. The foregoing restriction and covenants shall run with the land and shall be binding upon all persons and entities acquiring the Property, or any portion thereof or interest therein, whether by descent, devise, purchase or otherwise, for the 40-year period set forth above and by accepting title thereto every such person or entity agrees and covenants to abide by such restriction and fully perform such covenants. If Buyer or any other person or entity shall violate or attempt to violate the restriction and covenants herein, Seller, its successors or assigns, may institute and prosecute appropriate proceedings at law or in equity to remedy such violation or attempted violation and may recover from such person or entity the costs of enforcing the restriction and covenants herein, including reasonable attorney's fees. The foregoing restrictions are not intended to prevent Buyer from buying, selling, exchanging, using, staging, or storing de minimis amounts of rock, stone, sand, aggregate or concrete in connection with the building, landscaping and maintenance of any structure on the Property or the landscaping and maintenance of the Property generally.

5. Survey. Buyer shall have the right, at its option and at its expense, to cause a survey of the Property to be made by a surveyor registered and licensed in the jurisdiction in which the Property is

located (hereinafter called the "Survey"). Buyer shall deliver a copy of the Survey promptly to Seller. Any matters shown on the Survey and objected to by Buyer shall be included by Buyer in the Title Objection Notice and the rights and obligations of Buyer and Seller with respect thereto shall be the same as provided in Section 4 above. If the legal description of the Property based on the Survey differs from Exhibit A hereto, Seller will convey the Property to Buyer pursuant to the new survey legal description of the Property.

6. Inspection by Buyer.

(a) Buyer shall have until Closing for Buyer and Buyer's agents and designees to enter upon the Property at reasonable times for the purposes of inspecting the Property, and making such surveys, soil tests, engineering studies and other investigations and inspections as Buyer may reasonably desire to assess the condition of the Property; provided, however, that Buyer shall conduct such activities in a manner that will not harm or damage the Property and agrees to restore the Property substantially to its condition prior to any such activities immediately after conducting the same. Buyer shall indemnify and hold Seller harmless from and against any and all liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses of Seller actually incurred) suffered, incurred or sustained by Seller as a result of, by reason of or in connection with the entry by Buyer or Buyer's agents and designees onto the Property or the activities of such parties on the Property, which indemnity shall survive the Closing (as hereinafter defined) or any earlier termination of this Agreement.

(b) Commencing as of the Effective Date and continuing through and including 11:59 p.m. in the geographic area in which the Property is located on the one hundred eightieth (180<sup>th</sup>) day following the Effective Date (hereinafter called the "**Inspection Period**"), if for any reason whatsoever Buyer determines that the Property is not satisfactory, then Buyer may terminate this Agreement by delivering notice of such termination to Seller. If Buyer fails to give such notice of termination as aforesaid, Buyer shall be deemed to have waived its rights under this Section, and this Agreement shall remain in full force and effect. In the event Buyer delivers such notice of termination on or before the expiration of the Inspection Period, the Earnest Money shall be returned to Buyer and neither party hereunder shall have any further rights, liabilities, or obligations, hereunder, except for those matters contained herein which expressly survive such termination. Notwithstanding anything to the contrary contained herein, Buyer may extend the Inspection Period for additional 90-day periods until such time as the RRI Disconnection (as hereinafter defined) has been decided by the appropriate court of law by delivering notice to Seller and Escrow Agent on or before the expiration of the Inspection Period, as extended; provided, however, in no event shall such extension exceed the date which is two (2) years after the Effective Date without obtaining Seller's prior written consent.

(c) Within ten (10) business days following the Effective Date, Seller shall deliver to Buyer copies of the following items relative to the Property (to the extent such items are in Seller's possession): environmental audit or engineering reports; soil compaction and composition reports; documentation of existence of any delineated wetlands or lack thereof; title insurance policies; tax bills affecting the Property (or any portion thereof) for the past three years; any permits affecting the Property; evidence of zoning and any conditions of development imposed upon the Property; and existing boundary and topography surveys (collectively, the "**Seller Information**").

7. Conditions to Closing. Buyer's obligation to purchase the Property shall be expressly conditioned upon the following conditions, any or all of which Buyer may waive by written notice only:

(a) There shall be no material adverse change in the condition of or affecting the Property not caused by Buyer between the time of Buyer's inspection of the Property prior to the expiration of the Inspection Period and the Closing Date, including, but not limited to (i) environmental contamination, (ii) access, (iii) the availability, adequacy and cost (other than Buyer's construction costs) of or for all utilities that will be necessary to serve Buyer's proposed development (including impact fees and "tap-in" fees), and (iv) any moratorium in place or threatened which would restrict or prevent Buyer from starting and continuing construction on Buyer's proposed project within ninety (90) days after the Closing Date;

(b) The willingness of Escrow Agent to issue, on the Closing Date, upon the sole condition of the payment of an amount no greater than its regularly scheduled premium, its standard ALTA form owner's policy of title insurance, insuring in the amount of the Purchase Price that title to the Property is vested of record in Buyer on the Closing Date, subject only to the Permitted Exceptions;

(c) Seller's representations and warranties contained herein shall be true and correct as of the date of this Agreement and the Closing Date. For purposes herein, a representation shall be false if the factual matter that is the subject of the representation is false notwithstanding any lack of knowledge or notice to the party making the representation;

(d) Buyer, at its sole cost and expense, obtaining (i) final approval from the Village of Romeoville, Illinois (and any other governmental authorities having jurisdiction) for the annexation of the Property into the Village of Romeoville, Illinois (the "**Annexation**"), and (ii) approval of the site plan for Buyer's intended development of the Property (the "**Site Plan**"), from the applicable governmental authorities (the Annexation and Site Plan being referred to herein, collectively, as the "**Governmental Approvals**"). Buyer shall have the right to pursue and obtain the Governmental Approvals, provided that any application or request for, and the pursuit of, the Governmental Approvals shall be undertaken at Buyer's sole cost and expense. Seller shall cooperate reasonably with Buyer in connection with the Governmental Approvals at no cost to Seller. Buyer shall pursue obtaining the Governmental Approvals diligently and in good faith; and

(e) Buyer's purchase, on or prior to Closing, of those certain parcels of land lying near or adjacent to the Property, as depicted on Exhibit A-1 attached hereto and made a part hereof (the "**Additional Lots**").

(f) The real estate property currently owned by Renwick Road Investments, L.L.C. and lying to the east of the Property being disconnected from Crest Hill (the "**RRI Disconnection**"). Buyer shall provide Seller with monthly updates regarding the status of the RRI Disconnection.

If any of the foregoing conditions is not satisfied or waived in writing by Buyer, Buyer may, but shall not be obligated to, elect at its option, by notice to Seller, either to: (x) terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, and the parties hereto shall have no further rights or obligations hereunder, except for those which expressly survive such termination; or (y) close without regard to the failure of such condition. The foregoing election is not intended to be in derogation of, but shall be in addition to, Buyer's remedies for Seller's default hereunder, and does not negate, modify or amend the representations, warranties and post-closing covenants of Seller contained herein, which representations, warranties and post-closing covenants shall survive the Closing (as hereinafter defined) as herein provided.

8. Closing. The closing of the purchase and sale of the Property contemplated hereunder (hereinafter called the "**Closing**") shall occur in escrow through the offices of Escrow Agent, on a date (hereinafter called the "**Closing Date**") selected by Buyer and reasonably acceptable to Seller that is on or before the thirtieth (30<sup>th</sup>) day following the expiration of the Inspection Period. Seller and Buyer agree to execute such reasonable additional and supplemental escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control. On the Closing Date, the purchase and sale contemplated hereunder shall take place as follows, subject to all the terms and conditions of this Agreement:

(a) Seller shall execute and/or deliver (as applicable) the following documents with respect to the Property:

(i) A Special Warranty Deed, subject only to the Permitted Exceptions and Deed Restrictions;

(ii) An owner's affidavit in a form reasonably satisfactory to Seller and Buyer;

(ii) A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing;

(iii) A Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;

(iv) PTAX203 (and 203-A, if applicable) transfer tax declaration and any applicable County or Municipal transfer tax declaration forms;

(v) Evidence of Seller's authority to convey the Property;

(vi) A 1099-S or a 1099-S Information Sheet for reporting purposes next year;

(vii) A broker lien waiver from any broker engaged by Seller in connection with the contemplated transaction;

(viii) Any other documents reasonably requested by Buyer or Escrow Agent to consummate the transaction contemplated by this Agreement.

(b) Buyer shall pay the Purchase Price to Seller, in accordance with Section 2 of this Agreement and deliver to Closing a counterpart of the closing statement, together with any other documents reasonably requested by Seller or Escrow Agent to consummate the contemplated purchase and sale.

(c) All city, state and county ad valorem taxes and similar taxes and assessments levied or imposed upon or assessed against the Property for the calendar year during which the Closing Date occurs shall be prorated as of the Closing Date, with all such amounts relating to any prior calendar years to be paid by Seller, or credited to Buyer, at Closing. If the actual taxes for the calendar year during which the Closing Date occurs are not known on the Closing Date, the proration shall be based upon the acreage involved and the actual taxes for the immediately preceding calendar year, and Buyer and Seller shall adjust the proration

at such time as the actual taxes for the calendar year during which the Closing Date occurs are billed. The preceding sentence shall survive Closing.

(d) Each party shall be responsible for the payment of its respective legal fees, if any, incurred in connection with the closing of the transaction contemplated herein. Seller shall pay any state and county real estate transfer tax, rollback taxes, if any, and/or documentary stamp tax payable on the transfer of the Property, any brokerage commission(s) owed pursuant to Section 15 hereof, the cost of the Survey, the premium for any owner's policy of title insurance issued in favor of Buyer, and one-half (1/2) of any escrow fees. All other costs and expenses of the transaction contemplated hereby, including, without limitation, all recording fees, and the remaining one-half (1/2) of any escrow fees shall be borne by Buyer. Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date. Any applicable municipal transfer taxes shall be paid by the party as set forth in the applicable municipal ordinance.

(e) Seller shall use good faith efforts to remove any and all monitoring wells (the "Wells") from the Property in compliance with all applicable laws, prior to the Closing Date. In the event Seller is unable to remove the Wells from the Property prior to the Closing Date, Seller shall remove the Wells within thirty (30) days after Closing and Buyer shall cooperate with Seller in connection with such Well removal, which cooperate shall include, without limitation, providing access to the Property, and executing documentation as necessary for such removal; provided however, there shall be no material unreimbursed cost, expense or adverse consequence incurred by Buyer resulting from, or in connection with, such cooperation. If Seller's obligations under this Section 8(e) have not been satisfied prior to Closing, this Section 8(e) shall survive Closing.

9. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

(a) Seller has been duly organized and is validly existing and in good standing in the jurisdiction of its formation, and is qualified to do business in the state in which the Property is located. Seller has the lawful right, power, authority and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement;

(b) There is no agreement to which Seller is a party or by which to Seller's knowledge Seller is bound that is in conflict with this Agreement;

(c) Seller is the sole owner of the Property, and no party other than Seller has or claims any unrecorded or undisclosed legal or equitable interest therein;

(d) Seller has not received any notice of pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning or other adverse claims affecting the Property;

(e) Except as set forth in the Seller Information, Seller has not received notice that a notification of release of a Hazardous Substance has been filed as to the Property. Seller shall promptly notify Buyer of Seller's receipt of any notice of any violation of any such law, standards or regulations;

As used herein, the term "Hazardous Substances" means any toxic or hazardous waste or substances, including, without limitation, asbestos, PCBs, petroleum, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802 et seq. The Resource Conservation and

Recovery Act, 42 U.S.C. Section 6901 et seq., the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601 et seq., or any other applicable local, state or federal environmental statutes;

(f) Except as set forth in the Seller Information, Seller has no knowledge, without due inquiry, of the existence of any additional underground storage tanks on the Property;

(g) Seller will pay or cause to be paid promptly when due, all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property prior to the Closing Date; and

(h) Seller is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Person List) and any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

Buyer and Seller acknowledge that Buyer shall inspect the Property pursuant to the terms hereof, and shall acquire the Property "AS IS, WHERE IS" without any obligation of Seller, except as expressly set forth herein to the contrary, to perform any repairs, improvements, maintenance or other work to the Property or any part thereof, and without, except as expressly set forth herein to the contrary, any warranties, express or implied, of any kind from Seller, including but not limited to, warranties of fitness, merchantability, fitness for a particular purpose, habitability, tenantability or environmental condition. Seller expressly disclaims any representations and warranties with respect to the Property, except as specifically set forth in this Agreement, including any representations by any brokers or salesmen, and Buyer does hereby acknowledge that, in purchasing the Property, Buyer is relying only upon those representations of Seller concerning the Property expressly set forth as such in this Agreement. Further, in the event Buyer purchases the Property, Buyer hereby waives any claim it may have against Seller as to matters related to the Property or Seller of which Buyer has knowledge at the Closing. This provision shall expressly survive the Closing.

10. Buyer's Representations and Warranties.

(a) Buyer does hereby represent and warrant to Seller as of the date of this Agreement and the Closing Date that it is a validly formed limited partnership under the laws of Indiana; that it is in good standing in the state of its organization and qualified to do business in the jurisdiction in which the Property is located; that it is not subject to any involuntary proceeding for the dissolution or liquidation thereof; that it has all requisite authorization to enter into this Agreement with Seller and to consummate the transaction contemplated hereby; and that the parties executing this Agreement on behalf of Buyer are duly authorized to do so; and

(b) Buyer is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Person List) and any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.



11. Condemnation. In the event of a taking of all or any part of the Property by eminent domain proceedings prior to the Closing Date, Buyer may, at its option, terminate this Agreement by giving notice to Seller within ten (10) days after Seller gives Buyer notice of such taking or by the Closing Date, whichever is earlier, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties hereunder shall expire (except for those which expressly survive any such termination), and this Agreement shall be of no further force or effect. If Buyer does not elect to terminate this Agreement pursuant to this Section 11, this Agreement shall remain in full force and effect and the Purchase Price shall not be reduced, but at Closing, Seller shall assign to Buyer all rights of Seller in and to any awards or other proceeds payable by reason of any taking with respect to the Property.

12. Remedies.

(a) Except as otherwise expressly set forth herein, in the event of (i) a default by Buyer under any provision of this Agreement other than Section 8 that is not cured within five (5) days following notice from Seller, or (ii) a default by Buyer under Section 8 of this Agreement, the Earnest Money shall be retained by Seller as full liquidated damages for such default, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder except for those which expressly survive any such termination. The parties acknowledge that Seller's actual damages in the event of a default by Buyer hereunder would be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that such liquidated damages are not intended as a penalty, but as full liquidated damages, in the event of Buyer's default and as consideration for Seller's taking the Property off the market during the term of this Agreement. The right of Seller to receive such liquidated damages shall be the sole and exclusive damage remedy of Seller hereunder (and Seller shall not have a right of specific performance).

(b) In the event of (i) a default by Seller under any provision of this Agreement other than Section 8 that is not cured within five (5) days following notice from Buyer, or (ii) a default by Seller under Section 8 of this Agreement, Buyer's remedies hereunder shall be as follows: (A) Buyer may terminate this Agreement, the Earnest Money shall be returned promptly to Buyer, and this Agreement shall be of no further force or effect; or (B) Buyer may sue Seller for specific performance of this Agreement or seek any other remedies available to Buyer at law or in equity.

13. Parties/Assignment. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective legal representatives, successors and permitted assigns. Seller shall not assign this Agreement, in whole or in part, without the prior written approval of Buyer, which consent may be withheld in Buyer's sole discretion. Buyer shall not, without the prior written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed), assign any of Buyer's rights hereunder or any part thereof to any person, firm, partnership, corporation or other entity; provided, however, Buyer may assign this Agreement in whole or in part to any subsidiary or other corporation affiliated with Buyer qualified to do business in the jurisdiction in which the Property is located, without the prior written approval of Seller. Any permitted assignee shall assume all of the duties, obligations and liabilities of assignor under this Agreement. In the event of any such permitted assignment, assignor shall not be relieved of its duties and obligations hereunder. The assignor and the assignee shall be jointly and severally liable.

14. Notice. Any notices, requests, demands, tenders and communications hereunder shall be in writing and may be served (i) by hand delivery (ii) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with receipt requested, (iii) by recognized overnight, third party prepaid courier service (such as Federal Express), or (iv) by pdf

attachment to email. Any notice or other communication mailed as aforesaid shall be deemed effectively given (x) on the date of delivery if personally delivered or sent electronically, (y) on the date delivered if sent by courier service, or (z) on the date indicated on the return receipt if mailed. Either party may change its address for notices by giving notice to the other as provided below.

The addresses for notices are as follows:

If to Buyer: Duke Realty Limited Partnership  
c/o Duke Realty Corporation  
Attn: Susan Bergdoll  
1301 W. 22<sup>nd</sup> Street, Suite 800  
Oak Brook, IL 60523  
Telephone: 847-232-5420  
Email: [susan.bergdoll@dukerealty.com](mailto:susan.bergdoll@dukerealty.com)

With a Copy to: Duke Realty Corporation  
Attn: Lisa Starceovich  
1301 W. 22<sup>nd</sup> Street, Suite 800  
Oak Brook, IL 60523  
Telephone: 847-232-5410  
Email: [lisa.starceovich@dukerealty.com](mailto:lisa.starceovich@dukerealty.com)

If to Seller: Lafarge North America, Inc.  
Attn: John T. Fay, AICP  
8700 West Bryn Mawr Ave., Suite 300  
Chicago, Illinois 60631  
Telephone: 773-372-1014  
Email: [john.fay@lafargeholcim.com](mailto:john.fay@lafargeholcim.com)

With a Copy to: Lafarge North America, Inc.  
Attn: Legal Department  
6211 North Ann Arbor Road  
Dundee, Michigan 48131  
Telephone: 734-529-4319  
Email: [anita.leiter@lafargeholcim.com](mailto:anita.leiter@lafargeholcim.com)

15. Brokers and Commission. All negotiations relative to this Agreement and the transaction contemplated hereby have been conducted by and between Seller and Buyer without the intervention of any person as agent or Broker. Seller and Buyer each warrant and represent to the other that there will be no broker's fees or commissions payable as a consequence of this transaction. Seller and Buyer shall and do each hereby indemnify and hold the other harmless from and against the claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of any dealings, negotiations or communications with the indemnifying party in connection with this Agreement or the sale of the Property.

16. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Seller and Buyer with respect to the transaction

contemplated hereby. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Buyer.

17. Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligation hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

18. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State in which the Property is located.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. Electronic counterparts of this Agreement as executed by the parties shall be deemed and treated as executed originals for all purposes. No enforceable agreement shall exist between the parties unless and until this Agreement or separate counterparts hereof are signed and delivered by each of the parties hereto.

20. Time. Time is and shall be of the essence of this Agreement.

21. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

22. Deadlines. In the event any deadline arising under this Agreement shall fall on a Saturday, Sunday, or legal holiday, such deadline shall be automatically deemed to fall on the first business day immediately following such Saturday, Sunday, or legal holiday.

23. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

24. Like-Kind Exchange. Each party may consummate the purchase and sale or all or a portion of the Property as part of a so-called like kind exchange (the "**Exchange**") pursuant to Section 1031 of the Internal Revenue Code, provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the exchanging party's obligations under this Agreement; (b) the exchanging party shall effect the Exchange through an assignment of all or a portion of this Agreement, or its rights under this Agreement to a qualified intermediary; and (c) the non-exchanging party shall not be required to take an assignment of the purchase agreement for the relinquished property or be required to acquire or hold title to any real property for purposes of consummating the Exchange. The non-exchanging party shall not by this agreement or acquiescence to the Exchange (x) have its rights under this Agreement affected or diminished in any manner or (y) be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with Section 1031 of the Internal Revenue Code.

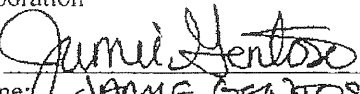
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[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, each of Seller and Buyer has caused this Agreement to be executed and sealed by its duly authorized representatives, all as of the day and year first above written.

SELLER:

LAFARGE NORTH AMERICA, INC., a Maryland corporation

By:   
Name: JAMIE GENTOSO  
Title: CEO

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

BUYER:

DUKE REALTY LIMITED PARTNERSHIP, an  
Indiana limited partnership

By: Duke Realty Corporation, an Indiana  
corporation, its general partner

By:   
Name: Ryan M. Kelly  
Title: Regional SVP

EXHIBIT A

**LEGAL DESCRIPTION OF THE PROPERTY**

THE WEST 20 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 36 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 40 FEET THEREOF AS MEASURED PERPENDICULAR TO THE WEST LINE OF SAID WEST 20 ACRES, IN WILL COUNTY, ILLINOIS.

**EXHIBIT A-1**

**ADDITIONAL LOTS**

[SEE ATTACHED]



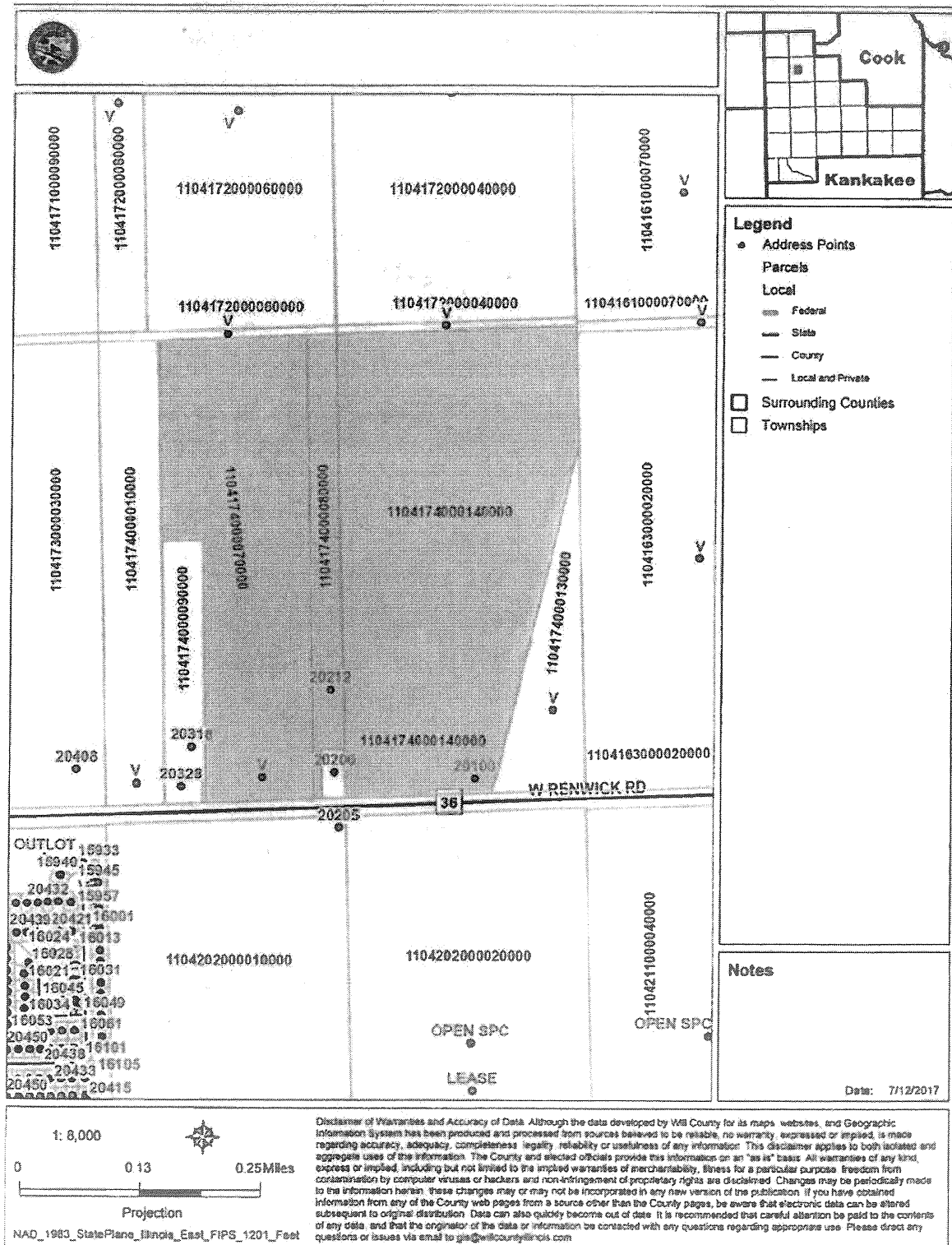


EXHIBIT B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into this 1st day of August, 2018, by and among LAFARGE NORTH AMERICA, INC., a Maryland corporation ("Seller"), DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Buyer"), and FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Escrow Agent").

WHEREAS, Seller and Buyer have entered into that certain Purchase and Sale Agreement (the "Purchase Agreement") dated as of the date hereof, a copy of which Escrow Agent acknowledges receiving, for the sale and purchase of that certain real property described therein. The Purchase Agreement is, by this reference, made a part hereof, and all terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement; and

WHEREAS, Buyer and Seller desire to have Escrow Agent hold the Earnest Money in escrow, as required by the Purchase Agreement and pursuant to the terms hereof.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Upon execution of the Purchase Agreement, Buyer shall deposit with Escrow Agent, an Earnest Money deposit of TEN THOUSAND DOLLARS (\$10,000.00). All Earnest Money, together with any interest or other income earned thereon, shall be held, invested and disbursed pursuant to the respective terms and provisions hereof and of the Purchase Agreement.
2. Upon the Closing Date, Escrow Agent shall apply the Earnest Money, together with any accrued interest thereon, to the Purchase Price as required by the Purchase Agreement.
3. Within fifteen (15) days after written notification from both Buyer and Seller that the sale contemplated by the Purchase Agreement shall not take place, Escrow Agent shall deliver the Earnest Money as required by the Purchase Agreement.
4. Buyer and Seller hereby covenant and agree that Escrow Agent shall not be liable for any loss, cost or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, cost or damage arising out of Escrow Agent's gross negligence or willful misconduct. Accordingly, except as otherwise provided in this Section 4, Escrow Agent shall not incur any liability with respect to (a) any action taken or omitted to be taken in good faith upon advice of its counsel, given with respect to any questions relating to its duties and responsibilities hereunder, or (b) any action taken or omitted to be taken in reliance upon any document, including any notice of instruction provided for herein or in the Purchase Agreement, not only as to the due execution and the validity and effectiveness thereof, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine and to have been signed or presented by proper person or persons in conformity with the provisions of this Agreement. Buyer and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and reasonable attorneys' fees and disbursements actually incurred, which may be imposed upon and incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder. In the event of a dispute between Buyer and Seller, Escrow Agent shall be entitled to tender unto the

registry or custody of any court of competent jurisdiction in the county in which Escrow Agent's address for notice is located all money or property in Escrow Agent's hands held under the terms of this Escrow Agreement and the Purchase Agreement, together with such legal pleadings as it deems appropriate, and thereupon shall be discharged of its obligations hereunder and under the Purchase Agreement.

5. Any notice required hereunder shall be delivered to the parties and in the manner as required by the Purchase Agreement. Escrow Agent's address for notice purposes is as follows:

First American Title Insurance Company  
Chicago National Commercial Services  
30 North LaSalle Street, Suite 2700  
Chicago, Illinois 60602  
Attn: Steve Zellinger

6. This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the Property is located, without reference to the conflict of laws or choice of law provisions thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. Electronic counterparts of this Agreement as executed by the parties shall be deemed and treated as executed originals for all purposes. No enforceable agreement shall exist between the parties unless and until this Agreement or separate counterparts hereof are signed and delivered by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Escrow Agreement to be duly executed as of the date first written above.

**SELLER:**

LAFARGE NORTH AMERICA, INC., a Maryland corporation

By: Jamie Gentoro  
Name: JAMIE GENTORO  
Title: CEO

**BUYER:**

DUKE REALTY LIMITED PARTNERSHIP,  
an Indiana limited partnership

By: Duke Realty Corporation, an Indiana  
corporation, its general partner

By: 

Name: Ryan Tolman

Title: Regional SVP

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE  
COMPANY, a Nebraska corporation

By: 2020  
Name: Roxel Pineda  
Title: Escrow Officer

J:\Chicago\Land\Renwick Road, Lockport, IL\Acquisitions\LaFarge\PSA and LOR\PSA v4 (clean) doc

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY  
(17.23 ACRES)

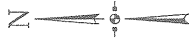
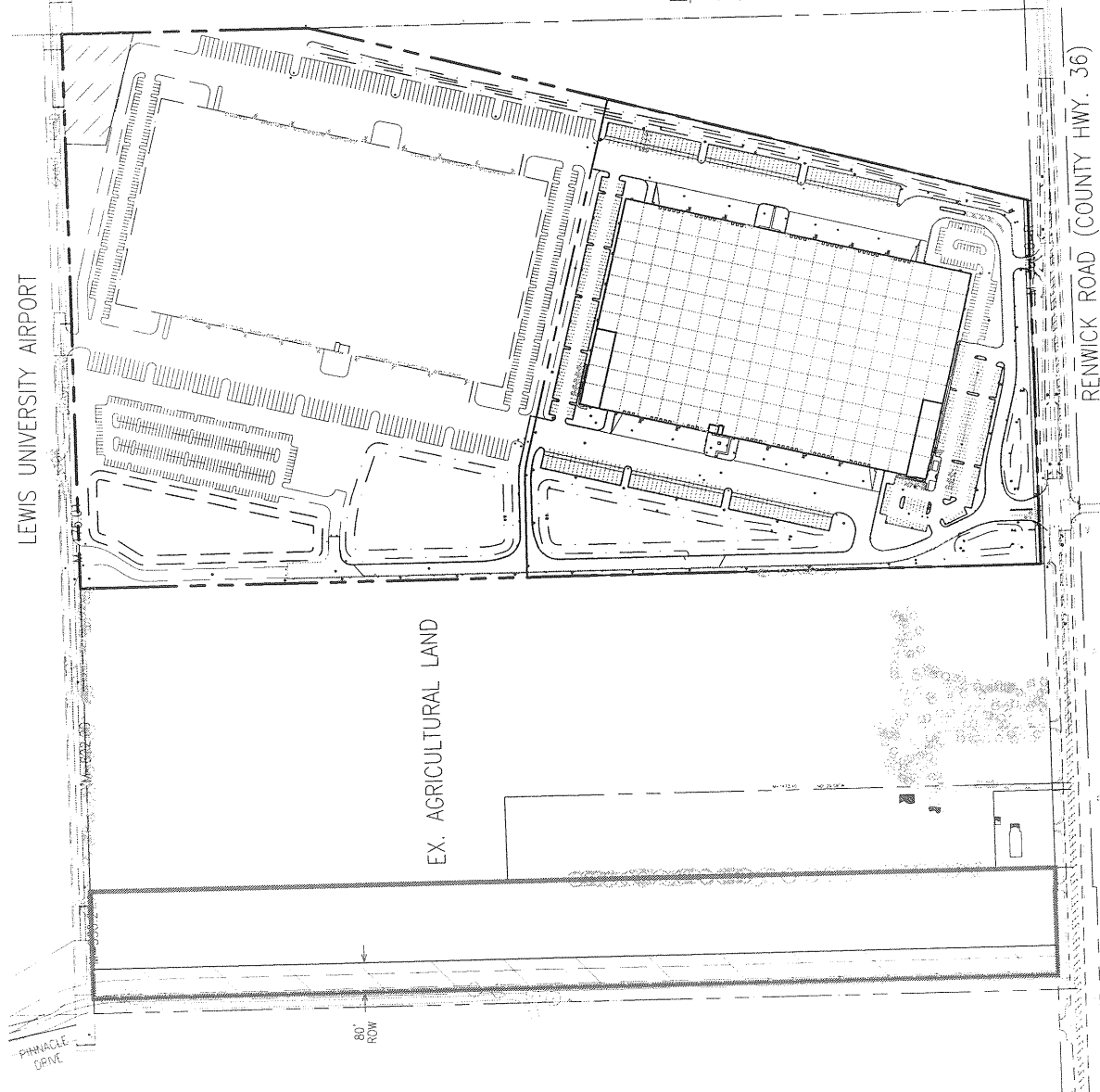
LEGAL DESCRIPTION 17.23 ACRE PARCEL

THE WEST 20 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 40 FEET THEREOF AS MEASURED PERPENDICULAR TO THE WEST LINE OF SAID WEST 20 ACRES, AND EXCEPT THE SOUTH 50 FEET, IN WILL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 AND THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 87 DEGREES 58 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 58 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE, 290.21 FEET TO THE EAST LINE OF THE WEST 20 ACRES AFORESAID; THENCE SOUTH 01 DEGREES 29 MINUTES 08 SECONDS EAST, 2587.93 FEET TO A POINT IN THE NORTH 50 FOOT RIGHT OF WAY LINE OF RENWICK ROAD, SAID LINE BEING 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE SOUTH 87 DEGREES 54 MINUTES 17 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 290.21 FEET TO A POINT ON A LINE WHICH IS 40 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 20 ACRES OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE NORTH 01 DEGREES 29 MINUTES 08 SECONDS WEST, 2588.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AND CONTAINING 17.24 ACRES, MORE OR LESS.

# LAFARGE PARCEL PROPERTY EXHIBIT

LEWIS UNIVERSITY AIRPORT



GRAPHIC SCALE 1" = 300'

0 150' 300' 600'

LEWIS UNIVERSITY AIRPORT

## LAFARGE PARCEL AREA LEGEND:

TOTAL PARCEL AREA  
17.23 ACRES

80' PINNACLE DRIVE ROW AREA  
4.75 ACRES

REMAINING AREA  
12.48 ACRES

**JACOB & HEFNER**  
ASSOCIATES  
1111 Highway 101, Suite 100, Rockton, IL 61071  
TEL: 815.396.1111 FAX: 815.396.1112  
WWW.JACOBHEFNER.COM

PROJECT NAME	AIRPORT LOGISTICS CENTER I
CLIENT NAME	DUKE REALTY
LOCATION	ROMEOVILLE, IL
DATE PREPARED	5/15/19
SHEET	EX-LFI JOB NO. F360



**EXHIBIT C**

**LEGAL DESCRIPTION OF OPTION PROPERTY  
(12.48 ACRES)**

LEGAL DESCRIPTION 12.48 ACRE PARCEL

THE WEST 20 ACRES OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 120 FEET THEREOF AS MEASURED PERPENDICULAR TO THE WEST LINE OF SAID WEST 20 ACRES, AND EXCEPT THE SOUTH 50 FEET, IN WILL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 AND THE NORTH LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 87 DEGREES 58 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE, 120.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 58 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE, 210.21 FEET TO THE EAST LINE OF THE WEST 20 ACRES AFORESAID; THENCE SOUTH 01 DEGREES 29 MINUTES 08 SECONDS EAST, 2587.93 FEET TO A POINT IN THE NORTH 50 FOOT RIGHT OF WAY LINE OF RENWICK ROAD, SAID LINE BEING 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE SOUTH 87 DEGREES 54 MINUTES 17 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 210.21 FEET TO A POINT ON A LINE WHICH IS 120 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE WEST 20 ACRES OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE NORTH 01 DEGREES 29 MINUTES 08 SECONDS WEST, 2588.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AND CONTAINING 12.49 ACRES MORE OR LESS.

**EXHIBIT D**

**FORM PURCHASE AGREEMENT**

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of June, 2019, ("Execution Date") by and between the Village of Romeoville, an Illinois Home Rule Municipal Corporation, and \_\_\_\_\_.

1. **Purchaser:** \_\_\_\_\_ ("Purchaser"), agrees to purchase at a purchase price of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_) ("Purchase Price"), upon the terms, covenants, conditions and agreements set forth herein, the "Premises" consisting of the following: (a) that certain real property legally described as set forth in Exhibit A to this Agreement and identified by PIN \_\_\_\_\_ ("Land"), (b) any improvements thereon or therein ("Improvements") and (c) all rights, privileges, easements and interests appurtenant to the Land and Improvements.

2. **Seller:** The Village of Romeoville, an Illinois Home Rule Municipal Corporation ("Seller") agrees to sell the Premises to Purchaser for the Purchase Price, upon the terms, covenants, conditions and agreements set forth herein, and to convey good and marketable fee simple title thereto to Purchaser, by a good, sufficient and recordable General Warranty Deed ("Deed"), subject only to title exceptions approved by Purchaser by written notice to Seller (hereafter collectively referred to as "Permitted Exceptions").

3. **Purchase Price:** The Purchase Price (plus or minus prorations, credits or other adjustments) shall be payable by certified or cashier's check or bank wire transfer of collected federal funds on the Closing Date (as defined in Paragraph 8 hereof).

4. **Earnest Money:** Earnest money shall be payable as follows: Not later than five (5) business days after the date on which both parties have executed this Agreement ("Execution Date"), the sum of \_\_\_\_\_ and No/100 (\$\_\_\_\_\_) ("Earnest Money") shall be deposited by Purchaser into escrow with Chicago Title Insurance Company ("Escrowee") to be held under its usual and customary form of strict joint order escrow agreement. The Earnest Money shall be applied as a credit towards the Purchase Price at Closing (as defined in Paragraph 8 hereof). Purchaser and Seller agree to direct Escrowee to invest the Earnest Money in an interest-bearing investment satisfactory to Purchaser.

5. **Default:** In the event this transaction fails to close for any reason other than the fault of Purchaser or if Purchaser elects to terminate this Agreement on or before the expiration of the Contingency Period, the Earnest Money, together with all accrued interest thereon, shall be promptly returned to Purchaser and, in the event of Seller's default, Purchaser shall retain all rights to specifically enforce this Agreement, in addition to damages and all other rights and remedies available at law or in equity. In the event this transaction fails to close after the expiration of the Contingency Period due to Purchaser's default, Seller shall retain the Earnest Money (plus all interest accrued thereon) as liquidated damages and in lieu of any other rights or remedies which may be available at law or in equity. The parties acknowledge that Seller will suffer damages in the event of Purchaser's default, that the amount of such damages is difficult or impossible to determine, and that the amount of the Earnest Money is a reasonable estimate of the amount of damages that Seller would suffer in the event of Purchaser's default.

6. **Intended Use of Premises.** The parties hereto acknowledge that Purchaser intends to use the Premises for municipal public purposes or in connection with the provision of municipal public services. Any reference to the terms “intended use of Premises” or “Purchaser’s intended use” shall mean Purchaser’s development, use and enjoyment of the Premises as described in the preceding sentence.

7. **Contingency Period.**

- (a) From and after the Execution Date up to and including the date which is thirty (30) days thereafter (“Contingency Date”), Purchaser, its employees, representatives and agents shall (i) have the right to enter upon the Premises to make such tests and studies (collectively herein called “Studies”) as deemed necessary to determine the condition of the Premises, (ii) determine whether the Premises is suitable for Purchaser’s intended use, and (iii) determine whether there are any facts, circumstances or matters concerning the Premises that are unacceptable to Purchaser, in Purchaser’s sole and absolute discretion. Seller will disclose any information to Purchaser relative to the foregoing upon Purchaser’s request. The parties hereto acknowledge that Purchaser’s Studies may include the conduct of a Phase I Environmental Site Assessment (“Phase I”), and that in the event that Purchaser desires to conduct a Phase II Environmental Site Assessment (“Phase II”) based on the results of the Phase I, Purchaser shall have the right upon notice to Seller issues prior to the Contingency Date to extend the Contingency Date to and including that date which is sixty (60) days from the Execution Date, at no cost or charge to Purchaser and without any requirement that Purchaser provide any additional Earnest Money. The period of time between the Execution Date and the Contingency Date and/or the extended Contingency Date may sometimes hereinafter be referred to as the “Contingency Period”.
- (b) Within five (5) days of the Execution Date, Seller will deliver to Purchaser copies of any Studies which are in Seller’s possession including the following (collectively herein called “Seller’s Deliveries”):
  - (i) environmental assessment reports
  - (ii) licenses and permits
  - (iii) most recent tax bill pertaining to the Premises,
  - (iv) existing survey and title work (including title documents): and
  - (v) all data, correspondence, documents, agreements, waivers, notices, applications and other records in respect to the Premises and relating to transactions with taxing authorities, governmental agencies, utilities, vendors, mortgagees, and others.

- (c) If Purchaser determines that the Premises or any fact, circumstance or matter related thereto is not acceptable, then Purchaser may, by written notice on or before the expiration of the Contingency Period, terminate this Agreement, for any reason whatsoever, in which event, neither Purchaser nor Seller shall have any further obligations hereunder and the Earnest Money, together with any interest accrued thereon, shall be returned immediately to Purchaser upon Purchaser's demand, and the parties agree to execute all documents necessary to effectuate the same. Purchaser shall have the right to waive the aforesaid condition or to close the transaction contemplated by this Agreement if said condition is not satisfied as aforesaid. In the event that prior to the expiration of the Contingency Period, Purchaser determines that it does not intend to purchase the Premises for any reason, including, without limitation, the Results of any of its investigations, Purchaser agrees to terminate this Agreement at such time pursuant to the terms of this subparagraph (c) without waiting until the expiration of the Contingency Period.
- (d) If Seller shall fail to deliver any of Seller's Deliveries or to deliver title as required under Paragraph 10 hereof to Purchaser within the time periods specified respectively therefor, then the Contingency Period shall be extended by one (1) day for each day Seller shall fail to complete such deliveries.

8. **Closing.** Provided that Purchaser has not earlier terminated this Agreement pursuant to Paragraph 7 above, the closing ("the Closing") shall take place on the date (the "Closing Date") which is fifteen (15) days after all of the following conditions have been satisfied: (i) Purchaser has furnished Seller with written notice waiving the conditions precedent in Paragraph 7 above and indicating its intent to close this transaction (the "Closing Notice"), or if Purchaser furnishes no such notice, the Contingency Period has expired, and (ii) Seller has terminated all leasehold and possessory rights of all third parties occupying the Premises as tenants thereof, and caused the removal of all personal property from the Premises (including but not limited to all motor vehicles located on the Premises).

9. **Representations, Warranties and Covenants.** Without limiting any other provision of this Agreement and as a material inducement to Purchaser's entering into this Agreement, Seller represents, warrants and covenants to Purchaser as of the date hereof that:

- (a) From and after the Execution Date (unless this Agreement is otherwise terminated), Seller agrees not to sell, transfer, convey or encumber or cause or permit to be sold, transferred, leased, occupied, possessed, used, conveyed or encumbered, the Premises, or any part thereof, or alter or amend the zoning classification of the Premises, or otherwise perform or permit any act or deed which shall diminish, encumber or affect Purchaser's rights in and to the Premises or prevent Seller from performing fully its obligations hereunder. Without otherwise limiting the foregoing, Seller expressly agrees that from and after the Execution Date, (unless this Agreement is otherwise terminated), Seller expressly agrees that it shall not occupy, use or possess the Premises or any part thereof for purposes of the operation or conduct of any business, commercial or industrial activity or trade whatsoever or for residential purposes or permit any third party to

so occupy, use or possess the Premises or any part thereof. Notwithstanding the foregoing;

- (b) There are, and as of the Closing Date there will be, to the best knowledge of Seller, no violations of any Federal, State, County or municipal statutes, laws, codes, ordinances, rules, regulations, orders, decrees and directives, relating to the use and condition of the Premises. Seller covenants that it shall notify Purchaser in writing with respect to matters of which Seller receives notice on or before the Closing;
- (c) Seller, or any agent thereof, has not received any written notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to, and does not know of (other than the purchase of the Premises contemplated hereby), any actual or threatened taking or acquisition of, the Premises or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain. There is no claim, litigation, proceeding or governmental investigation, pending or, to the best knowledge of Seller, threatened, against or relating to the Premises or any portion thereof, or against the transaction contemplated by this Agreement or against Seller which affects its ownership of the Premises, this transaction or the ability of Seller to perform hereunder;
- (d) Neither the execution nor delivery of this Agreement, consummation of the transaction contemplated hereby, nor fulfillment of or compliance with the terms and conditions hereof, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Seller is a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation of a lien, claim, charge or encumbrance on the Premises other than the Permitted Exceptions;
- (e) No labor, material or services have been furnished by or at the direction of Seller, in on or about the Premises or any part thereof, as a result of which any mechanics', laborers', or materialmen's liens or claims thereof might arise (or if such labor, material or services have been furnished, the same will be fully paid for at or before closing and Seller shall provide the necessary waivers to assure Purchaser that no liens or claims will arise). No person has any right of first refusal or any option to acquire title to the Premises or any part thereof;
- (f) During Seller's possession of the Real Estate, and to the knowledge of Seller, and except as disclosed in any environmental report obtained by Purchaser as contemplated by Paragraph 7, at all times prior thereto, (i) the Premises have not been contaminated with any hazardous wastes, hazardous substances, or other hazardous or toxic materials as defined in the Environmental Laws so as to constitute a violation of any of the Environmental Laws or to require any corrective or remedial action, (ii) there is no pending or threatened civil or criminal litigation, notice of violation or administrative proceeding relating in any way to the Environmental Laws involving Seller, and to the knowledge of Seller,

there is no basis for any such litigation, notice or proceeding, and (iii) the Premises have never been the location of any Underground Storage Tank containing petroleum, petroleum products, hazardous substances or hazardous waste. For purposes of this paragraph the term "Environmental Laws" shall mean all federal, state and local laws relating to pollution or protection of human health or the environment and any regulation, code, plan, order, decree, judgment, or injunction related thereto, including without limitation; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 26 U.S.C. §4611; 42 U.S.C. §9601, the Superfund Amendment and Reauthorization Act of 1986 ("Superfund"), the Clean Air Act, 42 U.S.C. §7401, the Clean Water Act, 33 U.S.C. §1251, the Safe Drinking Water Act, 42 U.S.C. §300f, and the Toxic Substances Control Act, 15 U.S.C. §2601, or the Illinois Environmental Protection Act, 415 ILCS 5/1 et. seq., "Underground Storage Tank" shall have the meaning set forth therefor in 430 ILCS 15/4(e), and "hazardous substances" and "hazardous wastes" shall include those materials defined as such under any of the provisions of the Environmental Laws, together with any and all other materials which are toxic, ignitable, corrosive or reactive and are regulated by any federal, state or local governmental authority, including but not limited to asbestos, petroleum, petroleum products, polychlorinated biphenyls, freon and other chlorofluorocarbons and urea formaldehyde foam insulation;

- (g) Seller will at the time of Closing be the fee simple owner of legal title to the Premises, and be able to convey the same to Purchaser free and clear of liens, encumbrances, judgments, claims, litigation, lawsuits, options and restrictions of every kind and description which would adversely affect Seller's ability to convey title to the Premises to Purchaser in the condition required hereunder, including but not limited to claims arising out of any litigation to which Seller was or is a party;
- (h) All of Seller's Deliveries in paragraph 7(b) hereof are true, accurate, correct and complete in all respects, and fairly present the information set forth in a manner that is not misleading; there being no "side" or other agreements, written or oral, in force or effect, relating to Seller's Deliveries;
- (i) There are no commissions or finder's fees payable to any broker, agent or other third party on behalf of Seller in connection with any leasing (including renewal options) or other transaction pertaining to the Premises;
- (j) Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which



Seller or the Premises is subject or by which Seller or the Premises is subject or by which Seller or the Premises is bound;

- (k) Seller shall, at Seller's sole cost and expense, maintain the Premises free from waste and neglect and shall keep and perform or cause to be performed all obligations of the Premises' owner or its agents under applicable federal, state, county and municipal laws, ordinances, regulations, orders and directives;
- (l) There are no obligations in connection with the Premises or under any so called "recapture agreement" or "recapture ordinance" involving refunds or payments for sewer extension, water extension, oversizing utility lines, lighting or like expense or charge for work or services done upon or relating to the Premises which will bind Purchaser or the Premises from the after the Closing Date;
- (m) There is no agreement or undertaking or bond with any governmental agency respecting construction of any road, street or access improvements, or any street lighting, which will be the obligation of the Purchaser or the Premises;
- (n) Notwithstanding the foregoing, as of the Closing Date, all water, sanitary sewer or septic facilities, gas, electric, telephone and drainage facilities and all other utilities and public or quasi-public improvements upon or adjacent to the Premises are installed, are connected under valid permits, are in good working order, are adequate and unconditionally available to service Purchaser's intended use of the Premises and are fully paid for;
- (o) Seller has obtained all licenses, permits, easements and rights-of-way, including proof of dedication, required from all governmental authorities having jurisdiction over the Premises or from private parties to make use of utilities serving the Premises and to insure vehicular and pedestrian ingress and egress to and from the Premises; and
- (p) Seller has in full force and effect policies of liability insurance covering the Premises, and will maintain such policies in full force and effect with the coverages and limits in effect as of the Execution Date from the Execution Date until and including the Closing Date, and shall not allow any of such policies to expire without renewal or to be canceled by virtue of any act or omission of Seller.

10. **Title and Survey.**

- (a) Within fifteen (15) days following the Execution Date, Seller shall at its expense deliver or cause to be delivered to Purchaser or Purchaser's agent a title commitment ("Commitment") for an ALTA Form owner's title insurance policy issued by Chicago Title Insurance Company ("Title Insurer") in the amount of the purchase price, covering title to the Premises on or after the Execution Date together with legible copies of all documents appearing therein required hereunder showing title in the Seller subject only to (a) the general exceptions

contained in the policy with an extended coverage endorsement insuring over all general exceptions, (b) the Permitted Exceptions and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at Closing and which the Seller shall so remove at that time by using the funds to be paid upon the delivery of the Deed. The Commitment shall also include such endorsements as may reasonably be requested by Purchaser, at Purchaser's expense. The Commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller shall, at its expense, cause the Title Insurer to deliver the above-described owner's policy with any endorsements requested by Purchaser at Purchaser's expense attached thereto to Purchaser on the Closing Date.

- (b) Within thirty (30) days following the Execution Date, Seller shall, at Seller's sole cost and expense, cause a current ALTA/ASCM plat of survey of the Premises to be prepared by an Illinois registered and licensed surveyor (the "Survey"). The Survey shall be certified to Purchaser and the Title Insurer. The Survey shall be in conformity with the current standards for Land Title Surveys of the American Title Association and American Congress on Surveying and Mapping, jointly established by ALTA and ACSM in 2011, and such standards as are required by the Title Insurer as a condition to providing extended coverage over general exceptions.
- (c) If the Commitment or Survey disclosed exceptions or Survey matters which are unacceptable to Purchaser, Purchaser shall notify Seller of such objections within fifteen (15) days following its receipt of the Commitment, the Survey and legible copies of all documents referred to therein, and Seller shall have thirty (30) days from the date of delivery of Purchaser's objection notice to have such exceptions removed from the Commitment and to cure such Survey defects or to have the Title Insurer commit in writing to insure Purchaser against loss or damage that may be occasioned by such exceptions or Survey defects. If Seller fails to have the exceptions removed or to correct any Survey defects, or in the alternative to obtain the written Commitment for title insurance specified above as to such exceptions or Survey defects within the specified time, Purchaser may terminate this Agreement or may elect, upon notice to Seller within ten (10) days after the expiration of Seller's thirty (30) day cure period, to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount or to cause the Title Insurer to issue an endorsement insuring over such unpermitted exception or Survey defect at Seller's expense. If Purchaser does not so elect, this Agreement shall become null and void without further actions of the parties and the Earnest Money, together with all accrued interest thereon, shall be returned to Purchaser immediately.
- (d) Within ten (10) days prior to the Closing Date, Seller shall at its expense, cause the Title Insurer to search title and issue to Purchaser an updated Commitment for the owner's title insurance policy to be delivered to Purchaser at Closing as described in Paragraph 10(a) above. If the updated Commitment disclosed

exceptions other than the Permitted Exceptions that were not created by Purchaser or any party claiming by, through or under Purchaser, Purchaser shall promptly notify Seller of such unpermitted exceptions and Seller have fifteen (15) days from the date of delivery of Purchaser's notice to have such unpermitted exceptions removed from the Commitment or to have the Title Insurer commit in writing to insure Purchaser against loss or damage that may be occasioned by such unpermitted exceptions. The Closing Date shall be adjusted by the parties as necessary in order to allow Seller a full fifteen (15) days to have such unpermitted exceptions removed from the Commitment or to have the Title Insurer commit in writing to insure Purchaser against loss or damage that may be occasioned by such unpermitted exceptions. If Seller fails to have such unpermitted exceptions removed from the updated Commitment, or in the alternative, to obtain the written Commitment for title insurance specified above as to such unpermitted exceptions within the specified time, Purchaser may, without limitation of any other remedies available to Purchaser, terminate this Agreement or may elect, upon notice to Seller given prior to the time of Closing, to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount as agreed by the parties or to cause the Title Insurer to issue an endorsement insuring over such unpermitted exception or Survey defect at Seller's expense. In the event Purchaser terminates the Agreement pursuant to the immediately preceding sentence, the Earnest Money, together with all accrued interest thereon, shall be immediately returned to Purchaser.

11. **Closing Requirements.** On or before the Closing Date:

- (a) Seller shall deliver sole and exclusive possession of the Premises to Purchaser subject to no leasehold or possessory rights of third parties, and free and clear of all personal property kept or located on the Premises;
- (b) Seller shall deliver evidence satisfactory to Purchaser that the sale of the Premises to Purchaser is not subject to and does not subject Purchaser to any liability under any of the so-called "bulk sales" provisions of the Illinois Income Tax Act, the Illinois Retailers' Occupation Tax Act or the Illinois Unemployment Insurance Tax Act. Alternatively, Seller shall prior to the Closing Date notify the Illinois Department of Revenue and the Illinois Department of Employment Security to make determinations as to whether Seller has any assessed but unpaid amounts of taxes, penalties or interest, and shall provide Purchaser with all such determinations. In the event that either the Illinois Department of Revenue or the Illinois Department of Employment Security or both of them determine that Seller has assessed but unpaid amounts of taxes, penalties or interest, Purchaser shall be permitted at Closing to deduct all such amounts from the proceeds due to the Seller and to deposit such amounts into an escrow with the Escrowee on terms and conditions acceptable to Purchaser and Seller and in compliance with the requirements of the Illinois Income Tax Act, the Illinois Retailers' Occupation Tax Act or the Illinois Unemployment Insurance Tax Act, as the case may be;

- (c) Seller shall remove all personal property from the Premises; and
- (d) Seller shall deliver all keys, access codes or devices, passwords and the like relating to the Premises.

12. **Condemnation or Loss.**

- (a) If, prior to Closing, all or any part of the Premises is taken by eminent domain by any governmental authority other than Purchaser, Purchaser shall have the right to terminate this Agreement and to recover all Earnest Money (and accrued interest thereon) that he has paid within five (5) days after receipt of written notice of such occurrence from Seller. In the event of a condemnation proceeding, if Purchaser elects to close the subject transaction, Purchaser shall be credited with or be assigned Seller's right to any condemnation proceeds therefrom relating to the Premises. Seller hereby agrees to give Purchaser written notice with respect to any such damage to the condemnation proceedings within seventy-two (72) hours of Seller's receipt of any such notice of the institution of such proceedings. If Purchaser elects to so terminate this Agreement, this Agreement shall become null and void and of no further force and effect, and all Earnest Money and interest earned thereon, if any, shall be returned promptly to Purchaser.
- (b) If, after the Execution Date and on or before the Closing, all or any part of the Premises shall be damaged or destroyed by vandalism, fire or other casualty or any other cause, whether or not covered by insurance, Seller shall immediately notify Purchaser thereof, and Purchaser shall thereafter have the option, at its sole discretion within fifteen (15) days after Purchaser's receipt of such notice, to elect to terminate this Agreement by written notice to Seller, in which event, neither Purchaser nor Seller shall have any further obligations hereunder and the Earnest Money, together with any interest accrued thereon, shall be returned immediately to Purchaser upon Purchaser's demand, or to elect to have this Agreement performed in accordance with its terms. In which event Purchaser shall have the right to adjust and settle the loss with all relevant insurance companies, to receive any and all proceeds due and payable because of such loss, and to receive from Seller at Closing a credit against the Purchase Price for the amounts of any deductibles or self-insured retentions. Seller shall cooperate with Purchaser in executing all documents reasonably required in order to allow Purchaser to collect all insurance proceeds due and payable in such an event. In the event that the Closing Date is less than fifteen (15) days after Purchaser's receipt of notice from Seller of damage or destruction to the Premises, the Closing Date shall be adjusted in order to allow Purchaser fifteen (15) days to make the election contemplated by this Paragraph 12(b).

13. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.**

14. **Closing.** The Closing shall take place on the Closing Date or such other date as may be mutually acceptable to Seller and Purchaser at the offices of Title Insurer, and shall be consummated through an escrow with Escrowee in accordance with the general provisions of the usual form of deed and money escrow then in use by Escrowee, with such provisions added thereto as may be agreed upon by the parties and as may be necessary to conform such escrow with the requirements of this Agreement. Upon the creation of such deed and money escrow, the payment of the Purchase Price and the delivery of the Deed and all other documents and deliveries required from the parties shall be made through such deed and money escrow. The parties shall make all required deposits into such escrow on or before the Closing Date. All costs of such escrow and all costs imposed by the Title Insurer for the Closing and the Earnest Money escrow shall be divided equally between the parties. Such escrow agreement shall be and at all times remain auxiliary to the terms and provisions of this Agreement, and the terms and provisions of this Agreement shall control over any contrary terms of such escrow agreement.

(a) On the Closing Date, Seller shall deliver in accordance with the terms of the above-mentioned deed and money escrow agreement the following:

- (i) Deed;
- (ii) Certificate of Seller's Representations, Warranties and Covenants;
- (iii) Closing Statement;
- (iv) Affidavit under Section 1445 of the Internal Revenue Code;
- (v) ALTA Statements;
- (vi) Executed revenue declaration forms for all applicable transfer taxes;
- (vii) Affidavit of Title;
- (viii) Any and all other customary Seller's documents and other documents referenced herein;
- (ix) An executed gap undertaking;
- (x) Executed revenue declaration forms for all applicable transfer taxes;
- (xi) Plat Act affidavit; and
- (xii) Any and all other necessary and customary Seller's documents (including such documents as are necessary to deliver the Earnest Money).

(b) On the Closing Date, Purchaser shall deliver in accordance with the terms of the above-mentioned deed and money escrow agreement the following:

- (i) The balance of the Purchase Price, by cashier's check or certified check or wire transfer;
- (ii) Executed revenue declaration forms for all applicable transfer taxes;
- (iii) An executed gap undertaking;
- (iv) Affidavit under Section 1445 of the Internal Revenue Code;
- (v) ALTA statements; and
- (vi) Any and all other necessary and customary Purchaser's documents (including such documents as are necessary to deliver the Earnest Money).

15. **Prorations.** General real estate taxes not yet due and payable shall be prorated on the basis of 105% of the most recent ascertainable tax bill, and all other items of accrued or prepaid income and expenses, including but not limited to charges for utility services such as electricity, natural gas, water and sanitary sewer, internet access, cable or satellite television or telephone service, shall be prorated on an accrual basis as of the closing on the basis of the most recent ascertainable amounts of or other reliable information in respect to each such item of income and expense, and the net credit to Purchaser or Seller shall be paid in cash at closing. Seller shall pay all special assessments outstanding at or prior to Closing.

16. **Prohibited Transactions.** From and the after the date hereof. Seller shall not, and shall not permit any third party under the control of Seller to, without the express written consent of Purchaser or except as otherwise expressly provided in this Agreement: (i) enter into any lease, contract or agreement or grant any rights (including licenses and easements) respecting the Premises or any portion thereof; (ii) intentionally create or suffer any right, claim, lien or encumbrance of any kind or nature whatsoever on the Premises or any portion thereof; (iii) intentionally add or remove soil from the Premises or otherwise dump or abandon any property, materials or chemicals thereon or (iv) occupy, use or possess the Premises or any part thereof for purposes of the operation or conduct of any business, commercial or industrial activity or trade whatsoever or for residential purposes.

17. **Expenses.** Seller shall be responsible for the payment of all State and County transfer taxes, fifty percent (50%) of all escrow and closing fees, all recording fees associated with releases of unpermitted title exceptions and Seller's documents, and all general and customary title insurance premiums and charges for the issuance of the Commitment, Owner's Title Policy with extended coverage, and for the gap coverage, all fees and costs for the Survey and for all of any other customary Seller's expenses. Purchaser shall be responsible for any municipal transfer taxes, and fifty percent (50%) of all escrow and closing fees, for all of the costs of any endorsements requested by Purchaser, and for all of any other customary Purchaser expenses.

18. Notices.

- (a) All notices required or to be given pursuant hereto shall be in writing and either delivered personally, or by a nationally recognized overnight courier service, via facsimile transmission or mailed by United States certified or registered mail, postage, prepaid, addressed to Seller and Purchaser as follows:

If to Seller: Village of Romeoville  
1050 W. Romeo Road  
Romeoville, Illinois 60446  
Attn: Village Manager

With a copy to: Richard E. Vogel  
Tracy, Johnson & Wilson  
2801 Black Road, Second Floor  
Joliet, Illinois 60435  
Email: rvogel@tracylawfirm.com  
Phone: (815) 723-8500  
Fax: (815) 727-4846

To the Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

- (b) Notices shall be deemed effective and properly delivered and received when and if either (i) personally delivered, (ii) delivered by nationally recognized overnight courier service; or (iii) three (3) business days after being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid.
- (c) Either Seller or Purchaser may change the names and addresses of the persons to whom notices or copies thereof shall be delivered, by written notice to Purchaser or Seller, as the case may be, in the manner herein provided for the service of notice.

19. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon Purchaser and Seller, their respective heirs, executors, administrators, successors, assigns, grantees and legal representatives.

20. **Brokerage.** Seller and Purchaser each represent to the other that they have not dealt with any real estate broker with respect to this Agreement. Each party hereby agrees to indemnify, defend and hold the other harmless of and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by either party and arising out of, or resulting from, any claim, by any broker or finder in contravention of their representations and warranties herein contained.

21. **Integration.** This Agreement sets forth and contains all agreements, understandings and covenants between the Purchaser and the Seller with respect to the sale of the Premises, and supersedes any and all other written or oral agreements, understandings and negotiations, and represents the entire agreement of Purchaser and Seller with respect to the sale of the Premises. This Agreement shall only be amended or modified pursuant to the terms of a written instrument duly authorized and executed by the Parties.

22. **Existing Tenant; Personal Property.** Seller shall take all actions required of it to terminate all leasehold or possessory rights of any and all existing tenants or occupants of the Premises and to cause the removal of all personal property whatsoever from the Premises, on or before that date which is sixty (60) days from the Execution Date.

23. **Incorporation of Recitals.** The recitals set forth in Ordinance No. \_\_\_\_\_, duly adopted by Seller are hereby incorporated into this Agreement as if fully set forth in this Paragraph 23.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed all as of the dated first above named.

PURCHASER:

\_\_\_\_\_  
\_\_\_\_\_

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

SELLERS:

Village of Romeoville,  
An Illinois Home Rule Municipal  
Corporation

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

John D. Noak  
Village President

Attest: \_\_\_\_\_

Dr. Bernice Holloway  
Village Clerk



## EXHIBIT A

### Legal Description

Legal description of \_\_\_\_\_ commonly known as \_\_\_\_\_,  
Romeoville, Illinois is as follows: