

**AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND ARG DCDARIL001 LLC
FOR TRAFFIC SIGNALS
AT CH 33/75TH STREET AND LYMAN AVENUE
AND AT CH 33/75TH STREET AND FAIRMOUNT AVENUE**

This Agreement (hereinafter referred to as "AGREEMENT") is executed this ____ day of _____, 2024, between the County of DuPage (hereinafter referred to as "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and ARG DCDARIL001, LLC, a Delaware limited liability company (hereinafter referred to as "ARG"), with offices c/o Global Net Lease, 650 5th Avenue, 30th Floor, New York, New York 10019.

RECITALS

WHEREAS, the COUNTY and RPAI Darien LLC ("RPAI"), ARG's predecessor-in-interest, previously entered into an agreement (hereinafter referred to as the "PREVIOUS AGREEMENT") executed December 10, 2013, for the maintenance and energy responsibilities for a traffic signal on CH 33/75th Street at Lyman Avenue (hereinafter referred to as the "LYMAN SIGNAL") and a traffic signal at CH 33/75th Street at Fairmount Avenue (hereinafter referred to as the "FAIRMOUNT SIGNAL" and collectively hereinafter referred to as the "SIGNALS"); and

WHEREAS, the PREVIOUS AGREEMENT expired on February 24, 2022, when RPAI sold a substantial portion of the real estate property known as Darien Towne Centre, located at 2189 75th Street, Darien, Illinois, (the "PROPERTY"), legally described on Exhibit A, (attached hereto and incorporated herein), to ARG; and

WHEREAS, the COUNTY and ARG, as successor owner of the PROPERTY have determined that it is in each's mutual best interest to enter into a new agreement for the continued maintenance and energy responsibilities and/or future modernization/reconstruction costs of said SIGNALS; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et seq.*), is authorized to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are the inserts for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 EFFECTIVE DATE

- 2.1. As of the date of sale of the PROPERTY, February 24, 2022, the PREVIOUS AGREEMENT became null and void in its entirety between the COUNTY and RPAI.
- 2.2 This AGREEMENT is effective once executed by both parties.

3.0 RESPONSIBILITIES OF THE COUNTY

- 3.1. The COUNTY shall provide and pay for all costs associated with the maintenance of the LYMAN SIGNAL and the FAIRMOUNT SIGNAL with reimbursement of the FAIRMOUNT SIGNAL maintenance costs by ARG as outlined hereinafter.
- 3.2. The COUNTY retains the right to control and regulate the sequence and all other aspects of phasing and timing of the SIGNALS.
- 3.3. The COUNTY shall remain responsible for all pavement markings concerning the SIGNALS except as outlined hereinafter.

4.0 RESPONSIBILITIES OF ARG

- 4.1. ARG shall pay all energy costs and shall be invoiced directly by the energy provider for the SIGNALS.

- 4.2. ARG shall reimburse the COUNTY for the routine maintenance costs including pre-emption equipment, etc. for the FAIRMOUNT SIGNAL by annual invoice from the COUNTY. Routine maintenance shall be invoiced to ARG at the same unit price paid by the COUNTY for the COUNTY Traffic Signal Maintenance Contract in place at the time of the annual invoice.
- 4.3. ARG agrees that non-payment of invoice(s) from the COUNTY related to the FAIRMOUNT SIGNAL within forty-five (45) days of the date of invoice shall be considered reason to remove said FAIRMOUNT SIGNAL, provided that at least sixty (60) days prior to the removal of the FAIRMOUNT SIGNAL, the COUNTY shall give written notice to ARG of the date certain of removal. Costs incurred by COUNTY to remove the FAIRMOUNT SIGNAL shall be 100% reimbursement by ARG. The date that such notice is mailed out by the COUNTY constitutes the date of service to ARG.
- 4.4. ARG agrees that the COUNTY shall repair damages to the SIGNALS caused by motor vehicles or construction activities by others and shall invoice ARG for all said costs not recovered by the COUNTY. COUNTY agrees to execute any necessary documentation subrogating COUNTY's rights to ARG for recovery of said cost.
- 4.5. ARG shall maintain all pavement markings on the approach to the intersection from ARG's entrance (south leg) of Fairmount Avenue for the FAIRMOUNT SIGNAL.

5.0 FUTURE MODERNIZATION/RECONSTRUCTION

- 5.1 If, in the future, it is determined that the FAIRMOUNT SIGNAL requires modernization or reconstruction due to age, condition, etc. or if the COUNTY improves CH 33/75th Street which results in the need to modernize or reconstruct the FAIRMOUNT SIGNAL, the COUNTY shall notify ARG at least three (3) months prior to the improvement to allow ARG to review the cost proposal and budget for the cost. ARG shall have the option to either have the FAIRMOUNT SIGNAL removed at the time of the improvement or pay the cost to upgrade the FAIRMOUNT SIGNAL. All costs, either for the removal of the FAIRMOUNT SIGNAL or the upgrade cost shall be paid by ARG within forty-five (45) days from receipt of a documented invoice from the COUNTY.

6.0 INDEMNIFICATION

6.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend ARG, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.

6.1.1. The COUNTY and ARG acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify ARG as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless ARG, or any person or entity claiming a right through ARG, or in the event of change in the laws of the State of Illinois governing the COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

6.2. ARG shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, ARG'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. ARG does not hereby waive any defenses or immunity available to it with respect to third parties.

6.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and

actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 6.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's participation in its defense shall not remove ARG's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

6.4. The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or ARG, under the law.

6.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided.

7.0 ENTIRE AGREEMENT

7.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the SIGNALS and supersedes all previous communications or understandings whether oral or written.

8.0 NOTICES

8.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by overnight courier, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

For ARG:

ARG DCDARIL001, LLC
c/o Global Net Lease
650 5th Avenue, New York, New York 10019
Attn: General Counsel and
Stephanie Drews, Vice President,
Regional Asset Manager
Phone: 332.265.2020
Email: PropMgmt@GlobalNetLease.com and
sdrews@globalnetlease.com

with a hardcopy mailed USPS to:

Lewis Roca
201 E. Washington Street, 12th Floor
Phoenix, AZ 85004
Attn: Amy Altshuler, Esq.

For COUNTY:

DuPage County Division of Transportation
421 N. County Farm Road Wheaton, IL 60187
Attn: William C. Eidson, P.E.
County Engineer / Acting Director
Phone: 630.407.6900
Email: William.eidson@dupagecounty.gov

9.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

9.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

10.0 NON-ASSIGNMENT

10.1. Subject to paragraph 10.2 hereinafter, this AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

10.2. In the event ARG, or its successor or assign, sells all or substantially all of the PROPERTY, ARG may, upon written notice to the COUNTY but without the COUNTY's consent, assign all of its interest in and to this AGREEMENT to the purchaser of such PROPERTY.

11.0 GOVERNING LAW

11.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

11.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

12.0 SEVERABILITY

12.1. In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

13.0 FORCE MAJEURE

13.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires and natural disasters.

14.0 BINDING EFFECT

14.1. The parties hereto agree that this AGREEMENT, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the PROPERTY and once executed by all parties, the COUNTY shall record this AGREEMENT. Notwithstanding anything to the contrary in this AGREEMENT, upon ARG's, or its successor's or assign's, sale of all of its property comprising a part of the PROPERTY, ARG or such successor or assign shall be released from all un-accrued liabilities and other obligations arising under this AGREEMENT from and after the effective day of such sale. Subject to the other provisions hereto, this AGREEMENT shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

(The remainder of this page left intentionally blank)

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DuPAGE

ARG DCDARIL001 LLC
A Delaware limited liability company

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Jesse Galloway
Authorized Signatory

ATTEST:

ATTEST:

Signature on File

Jean Kaczmarek, County Clerk

Signature *J*
Julia GRACE

Print Name
Associate

Title

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, as the _____ of the County of DuPage, Illinois, personally known to me, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, pursuant to their authority, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

Notary Public _____

My commission expires: _____

STATE OF New York)
) SS
COUNTY OF the Bronx)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jesse C. Galloway, as the Authorized Signatory of ARG DCDARIL001, LLC, personally known to me, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, pursuant to their authority, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of June, 2024.

Signature on File

Notary Public _____

My commission expires: Dec 2025

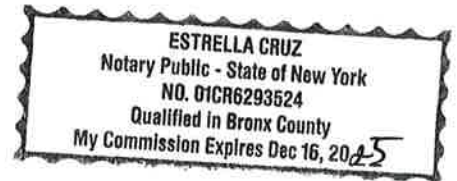


EXHIBIT A

Darien Towne Centre

Legal Description

PARCEL 1:

LOT 2 AND LOT 3 IN DARIEN TOWNE CENTRE RESUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 1, LOT 2 AND LOT 4 IN DARIEN TOWNE CENTRE SUBDIVISION RECORDED AUGUST 17, 1993 AS DOCUMENT R93-183593, BEING PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 2013 AS DOCUMENT R2013-015754, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 9 AND 10 IN DARIEN TOWNE CENTRE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1993 AS DOCUMENT R93-183593, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 AS CREATED BY THE DECLARATION DATED AUGUST 5, 1993 AND RECORDED AUGUST 17, 1993 AS DOCUMENT R93-183596 BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER JUNE 4, 1991 AND KNOWN AS TRUST NUMBER 113974-03 AND WAL-MART STORES, INC. FOR THE PURPOSE OF INGRESS AND EGRESS, UTILITIES, SIGNAGE AND STORMWATER RETENTION.

PARCEL 4:

AN EASEMENT FOR THE BENEFIT OF LOT 2 OF PARCEL 1 AS CREATED BY THE PLAT OF DARIEN TOWNE CENTRE RECORDED AUGUST 17, 1993 AS DOCUMENT R93-183593 FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, MAINTAINING, REPAIRING AND REPLACING A SIGN ON THE NORTH 25 FEET OF THE EAST 25 FEET OF LOT 8 IN DARIEN TOWNE CENTRE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-29-400-033 (LOT 2) 09-29-400-035 (LOT 3)
09-29-400-026 (LOT 9) 09-29-400-027 (LOT 10)