

**SECOND AMENDMENT TO PURCHASE
AND SALE AGREEMENT**

This Second Amendment to the Purchase and Sale Agreement (this "Second Amendment") is entered into effective as of November 1, 2023 (the "Effective Date"), by and among ALDERSGATE UNITED METHODIST CHURCH OF WHEATON, INC., an Illinois Not for Profit Corporation ("Seller"), and WHEATON PARK DISTRICT, an Illinois Park District ("Purchaser").

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated effective as of August 14, 2023 (the "Purchase Agreement"), pursuant to which Purchaser agreed to purchase, and Seller agreed to sell, the land and improvements described therein; and

WHEREAS, Seller and Purchaser entered into that certain First Amendment to Purchase and Sale Agreement dated effective as of October 4, 2023 (the "First Amendment"), pursuant to which Purchaser and Seller agreed, *inter alia*, to extend the Due Diligence Expiration Date from October 13, 2023 until October 30, 2023; and

WHEREAS, Seller and Purchaser desire to further amend the Purchase Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchase Agreement is hereby amended as follows:

1. Definitions. Capitalized terms used, but not otherwise defined herein, shall have their respective meanings as set forth in the Purchase Agreement.
2. Purchase Agreement Reinstated. The termination of the Purchase Agreement by Wheaton Park District on October 30, 2023 is hereby rescinded and the Purchase Agreement is reinstated and in full force and effect.
3. Extension of Due Diligence Period. The Due Diligence Expiration Date defined in Section 3.1, 3.2 and 3.3 of Article 3 of the Purchase Agreement shall be extended from October 30, 2023 until December 1, 2023.
4. Continuing Effectiveness. Except as expressly amended by this Second Amendment and the First Amendment, the remaining terms, covenants, conditions, and provisions of the Purchase Agreement shall remain unchanged and in full force and effect, and the Purchase Agreement, as amended herein, shall constitute the full, true, and complete agreement between the parties.
5. Caption Headings. Caption headings in this Second Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of this Amendment.
6. Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the parties, and their successors and assigns.
7. Severability. If any provision of this Second Amendment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Second Amendment shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Second Amendment, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.
8. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this Second Amendment in the presence of the other parties to this Amendment.

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Second Amendment effective as of the Effective Date.

SELLER:

ALDERSGATE UNITED METHODIST CHURCH OF WHEATON, INC., an
Illinois Not for Profit Corporation

By: 

Name: Lynda J. Goldberg

Title: Chair of Leadership Team

PURCHASER:

WHEATON PARK DISTRICT, an Illinois Park District

By: 

Name: Michael J. Benard

Title: Executive Director