

City of Aurora
VNA Grant Contribution
Terms Sheet
13-Jun-25

VNA is constructing, furnishing, and equipping a clinic at Bloomhaven campus. City wishes to support the clinic and VNA operations within the City and on the Bloomhaven campus.

Contingent upon Council approval City wishes to fund \$500,000 to support VNA efforts with the \$8 million total investment in the Bloomhaven Campus. The first installment payment will be made within 45 days of City Council approval of this terms sheet and subject to the execution of a payment agreement between the City's Mayor and the Executive Director of VNA.

The first installment is expected to be paid prior to September 30, 2025. The second installment will be paid prior to June 30, 2026.

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|---------------------------|--|
| Total Amount to be Funded | \$500,000 |
| Number of Installments | 2 |
| First Installment | \$250,000 |
| | 45 days after City Council Approval (expected payment 3rd Quarter 2025) |
| Second Installment | \$250,000 |
| | Prior to June 30, 2026 |

Subsequent to City Council approval of this terms sheet, City and VNA will execute a Payment Agreement substantially in conformance of the terms contained herein.

Terms of the Agreement will include but not be limited to:

Parties agree to waive, discharge, and release forever any other claims pertaining to this funding support

Each party shall bear own expenses, including costs and attorneys' fees

Parties', heirs, executors, administrators, personal representatives, agents, servants, employees, employers, insurers, successors and assigns release claims, demands, actions, causes, suits, losses, and expenses, past, present, future regarding this funding support

This is a full and complete settlement of all liability, which neither party admits, and is intended to avoid litigation

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Neither party is admitting to any past, present, or future liability; and the same is similarly understood by parties', heirs, executors, administrators, personal representatives, agents, servants, employees, employers, insurers, successors and assigns

This will be entire agreement between parties, and shall be binding and inure to the benefits of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

Parties represent they have each relied on their own legal advice provided through their own chosen legal representatives. This agreement has been completely read and explained to each party through their own chosen legal representatives, and that the terms are fully understood and voluntarily accepted.

Agreement represents a full and final compromise, adjustment, and settlement of any and all claims, disputed or otherwise, on account of the matters discussed in it, for the purpose of excluding forever, as against the world, any further claims or demands by the undersigned flowing from the matters and events set forth here.

Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois and the preferred venue for any litigation will be in the Circuit Court of Kane County.

Agreement may not be amended or otherwise modified except in a writing signed by the Parties.

All parties agree to cooperate fully and sign any and all supplementary documents and take all additional actions necessary to give full force and effect to the terms of this Settlement Agreement.

Parties warrant and represent that they have full authority to enter into this Settlement Agreement on behalf of the respective parties to this agreement.

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

Agreement may also be executed electronically or by facsimile, which shall be treated as if it were an original execution.