

POST-CLOSING OCCUPANCY AGREEMENT

THIS POST-CLOSING OCCUPANCY AGREEMENT (this "Agreement") is made this ____ of _____, 2022, by and between Peter Livaditis and Valerie Colis, with an address at 5422 North Lakewood Avenue, Chicago, IL 60640 (together, "Buyer"); and Wildflower Design LLC, with an address at 57 Mountain Road, Stowe, VT 05672 ("Tenant").

WHEREAS, Tenant and Buyer have entered into a Purchase and Sale Contract dated August 23, 2022 together with all Addenda, Exhibits and Amendments thereto (the "Contract") for certain property described in Paragraph 4 of the Contract (the "Property") providing that the closing is to occur on or about October 28, 2022 (the "Closing").

WHEREAS, Tenant currently occupies a portion of the Property (the "Premises").

WHEREAS, Tenant wishes to retain, and Buyer has agreed to permit Tenant to have, possession of the portion of the Property previously occupied by Tenant subsequent to the Closing upon the terms and conditions hereinafter described.

NOW THEREFORE, for good and valuable consideration, Tenant and Buyer covenant and agree as follows:

1. **Possession.** Upon full execution of this Agreement, Tenant shall be permitted to remain in possession of the Premises from the actual date of closing, which shall occur on or about October 28, 2022 (the "Closing Date"), until 12:01 a.m. on June 1, 2023 (such date or such earlier date this Agreement is terminated pursuant to Section 8 being referred to as the "Termination Date"). The period of time from the Closing Date until the Termination Date shall be referred to as the "Term". Tenant can continue to operate its business as it is currently operated for retail sales of dried goods (the "Permitted Use") at the Premises until the Termination Date.

2. **Exterior Landscaping and Modification.** Buyer shall have the right to modify and landscape the exterior of the Property including but not limited to the Building roof, façade and common areas, during the Term.

3. **Utilities and Other Expenses – Ordinary Maintenance and Repair.**

(a) Tenant shall be responsible for and pay all utility charges, including but not limited to all electricity, water/sewer, telephone, internet, HVAC, fuel, trash, recycling, janitorial, and cable charges. To the extent any utilities are not separately metered to the other commercial tenant at the Property, the charges shall be prorated accordingly.

(b) Tenant shall maintain the Property, including the smoke alarm and carbon monoxide detectors, ~~snow and ice removal, systems maintenance~~ and non-capital maintenance, repairs and replacements, in order to keep the Property in the same order and condition as of the Closing Date. By way of clarity, Tenant shall be responsible to engage all required service providers to address any and all service issues related to the Premises. Tenant shall not be responsible for service-related items in the other commercial resident at the Property. Buyer

shall be responsible for the payment for such maintenance, repairs and replacements. Tenant shall forward the third-party invoices for any such maintenance, repairs or replacements to Buyer for payment or reimbursement, as the case may be. Tenant shall not make any alterations or changes to the appearance of the Property during the Term without the prior written consent of Buyer.

(c) Notwithstanding the terms of clause (b) above, Tenant shall be responsible for the cost of all repairs and replacements necessitated by damage resulting from Tenant's use or occupancy of the Property. It is understood that Tenant shall not be responsible for repairing nail or picture hanger holes in the walls or matters arising from ordinary wear and tear.

(d) Tenant acknowledges and agrees that Buyer may do routine maintenance, repair and upgrades to the Premises and, provided Buyer does not materially interfere with Tenant's use and enjoyment of the Premises, Tenant shall not object to such work. Buyer shall use good faith efforts to give Tenant prior notice of such work.

4. Compliance with Laws. Tenant shall comply with the requirements of all laws, orders, ordinances and regulations of any competent authority imposing any duty on Tenant with respect to Tenant's use or occupancy of the Property. Tenant shall be responsible to pay all fines or violations levied against Tenant or the Property due to Tenant's actions or conduct.

5. Insurance. Buyer shall obtain and maintain property casualty and liability insurance coverage issued on an occurrence basis with limits of insurance not less than One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) aggregate on the Property. Tenant acknowledges that Tenant's personal property is not insured under Buyer's insurance coverage and Tenant accept full responsibility for any loss incurred. Tenant shall carry renter's insurance (covering liability and loss to personal property) during the Term. Buyer shall be named as an additional insured under Tenant's liability policy and Tenant shall provide a certificate of insurance to Buyer at the time of execution of this Agreement evidencing such coverage.

6. Indemnification. To the fullest extent permitted by applicable law, Tenant shall indemnify Buyer from and against any and all liability and shall hold Buyer harmless from and shall pay any claims, damages, loss, cost or expense (including without limitation, reasonable legal fees and disbursements, court costs, and any other reasonable costs of litigation) which Buyer incurs arising out of or in connection with bodily injury or property damage occurring to any person or persons occurring during the Term and within or on any portion of the Property (other than any of the foregoing arising from the occupancy of any other commercial tenant(s) at the Property or from Buyer's gross negligence or willful misconduct which are excluded from Tenant's indemnification obligations hereunder), regardless of the cause. Further, Tenant shall be responsible for all costs (including without limitation, reasonable legal fees and disbursements, court costs, and any other reasonable costs of litigation) related to any claims or litigation brought by the Buyer against the Tenant for the enforcement of the terms and obligations under this Agreement.

7. Risk of Casualty Loss. The parties agree that during the Term, should the Property be damaged or destroyed by fire or other casualty, the risk of loss of bodily injury, including death, or of Tenant's personal property, shall be borne by Tenant and the risk of loss of the structure shall be borne by Buyer. If any fire or other casualty (i) damages twenty-five percent (25%) or more of the Premises or materially interferes with Tenant's operations, (ii) is reasonably estimated to take more than three (3) months from the date of such fire or casualty to restore, or (iii) occurs during the final six (6) months of the Term (together, the "Termination Events" and each a "Termination Event"), then in any such event, Buyer shall have no obligation to restore the Premises and either party may terminate this Agreement by written notice to the other party within one (1) month of the occurrence of such fire or other casualty. Other than in the case of a Termination Event, Buyer shall use good faith efforts to repair and restore the Property following such fire or other casualty.

8. Tenant Default. Buyer may, if Buyer so elects, and with or without demand or notice whatsoever, except as hereinafter expressly provided, terminate this Agreement or Tenant's right to possession (one or both) upon the happening of any one or more of the following events (each an "Event of Default"):

- a) the default of Tenant in the payment of the utilities as and when due; or
- b) the default of Tenant in the prompt and full performance of or compliance with any other covenant, restriction, limitation, or provision of this Agreement to be performed or complied with by Tenant, provided such default is not remedied within ten (10) days after notice by Buyer to Tenant or, if such default cannot be reasonably cured within such ten (10) day period, then Tenant may have such additional time as is necessary to effect such cure provided (i) it has commenced such cure within such initial ten (10) day period, (ii) it diligently pursues such cure, and (iii) such cure is completed within forty-five (45) days of the initial default.

Upon termination of this Agreement, whether by lapse of time or Event of Default, Buyer shall have full and free license to enter into and upon the Premises by any lawful manner or method to repossess the same as Buyer's estate, including any lawful eviction, and to expel or remove Tenant and others who may be occupying or within the Premises and to remove any and all property therefrom, and without relinquishing any rights which Buyer may have by law or under the provisions of this Agreement, including without limitation the right to collect accrued and unpaid utility costs. If Tenant fails to vacate the Property on or before the Termination Date, Tenant shall pay Buyer holdover payments in the amount of \$67 for each day for the first month, \$83 per day for the second month, and \$100 per day thereafter, which amounts also apply to part of each day, until Tenant vacates the Property; further, if Tenant is in default for failure to comply with any of the terms hereof, and Buyer terminates this Agreement as provided above, Tenant shall be required to vacate the Property immediately. If Tenant remains in possession beyond the Termination Date, Tenant shall be liable for actual and consequential damages incurred by Buyer related to Buyer's inability to re-let the Premises or to modify, alter or improve the Property.

Tenant promises to pay, upon demand, all Buyer's reasonable costs, charges, and expenses, including the reasonable fees of legal counsel retained by Buyer, reasonably and necessarily incurred in enforcing Tenant's obligations under this Agreement, or incurred in any litigation in which Buyer, without Buyer's fault, may become involved or concerned by reason of any action or inaction of Tenant.

If Buyer ends this Agreement or ends Tenant's right to possess the Premises because of an Event of Default, including, without limitation by any lawful or wrongful eviction, Buyer may hold Tenant liable for the indebtedness accrued to the date this Agreement ends.

9. **Buyer's Default.** Buyer shall be in default should Buyer fail to comply with any of the terms hereof after a period of thirty (30) days or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure after receiving notice from Tenant shall be a default hereunder. The notice shall give in reasonable detail the nature and extent of the failure and identify the provision(s) of this Agreement containing the obligation(s). If Buyer commits a default, Tenant may pursue any remedies under the law. Any failure of performance by Buyer caused by the act, omission or failure of performance of Seller or Tenant, which would excuse Buyer's performance under the Contract, will not constitute a default of this Agreement.

10. **Security Deposit.** Upon execution of this Agreement, Tenant shall deposit with Buyer the sum of ~~Four Thousand Dollars (\$4,000)~~ ^{\$2,000 TWO THOUSAND.} as security for the performance by Tenant of the terms of this Agreement. Buyer may use, apply, or retain the whole or any part of the security sum deposited to the extent required for the payment of any sum as to which Tenant is in default or for any sum which Buyer may expend or may be required to expend by reason of Tenant's default with respect to any of the terms, covenants, and conditions of, and in accordance with the provisions of, this Agreement. The balance of the security deposit, if any, shall be returned to Tenant after delivery of possession of the Premises to Buyer at the termination of the Term. Buyer shall not be required to hold the security deposit in a separate or interest-bearing account.

11. **Assignment and Subletting.** Tenant shall not assign, mortgage, or encumber this Agreement, nor sublet or permit the Premises or any part thereof to be used by others, without the prior written consent of Buyer in each instance. For purposes of this section, the sale or transfer of the majority of the direct or indirect ownership interests of Tenant shall be construed as an assignment of this Agreement.

12. **Miscellaneous.** If any of the terms or conditions of this Agreement are for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms or conditions of this Agreement. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. If any period provided for in this Agreement ends on a Saturday, Sunday or legal holiday of the State of Vermont, the same shall be extended to the end of business on the next full business day.

13. Governing Law. This agreement shall be governed by the laws of the State of Vermont.

TENANT

BUYER

WILDFLOWER DESIGN LLC

By: Alan Goldman
Alan Goldman Print Name: Peter Livaditis
Title: President

Print Name: Valerie Colis

STATE OF VERMONT

COUNTY OF LAMOILLE, SS.

At Stowe, in said County, this 15th day of Sept., 2022, ALAN GOLDMAN

and duly authorized agent of Wildflower Design LLC personally appeared,
and he/she acknowledged this instrument, by him/her subscribed, to be his/her free act and
deed and the free act and deed of Wildflower Design LLC.

Before me: PALL SPERA
Notary Public
Print Name: Pall Spera
My Commission Number: 157.0003074
My Commission Expires: 1/31/23
[NOTARIAL SEAL]

STATE OF _____
COUNTY OF _____, SS.

At _____, in said County, this ____ day of _____, 2022, Peter Livaditis and Valerie Colis, personally appeared, and they acknowledged this instrument, by them subscribed, to be their free act and deed.

Before me: _____

Notary Public

Print Name: _____

My Commission Number: _____

My Commission Expires: _____

[NOTARIAL SEAL]

ADDENDUM TO PURCHASE AND SALE CONTRACT
BY AND BETWEEN WILDFLOWER DESIGN LLC ("SELLER") AND
PETER LIVADITIS AND VALERIE COLIS (TOGETHER, "PURCHASER")
DATED AUGUST 23, 2022 (THE "CONTRACT")

1. Paragraph 13 of the Contract is hereby deleted in its entirety.
2. Paragraph 19 of the Contract is modified by adding the following to the end thereof:

For purposes of this Contract, marketability of title shall be determined in accordance with the Vermont Marketable Title Act (27 V.S.A. § 601 et seq.) and Standards of Title of the Vermont Bar Association now in force to the extent applicable standards exist. Any and all defects in or encumbrances against the title to the Property that come within the scope of these Title Standards shall not constitute valid objections on the part of the Purchaser if the Title Standards do not so provide; provided, that the Seller shall furnish any affidavits or other instruments that may be required by the applicable Title Standards. Violations of state or local permits or permit requirements shall be deemed to affect marketability of title.

3. Paragraph 23 of the Contract is hereby deleted in its entirety.
4. Paragraph 2 and Paragraph 4 of Addendum A of the Contract are each hereby amended by adding to the end thereof the following sentence: "In the event Purchaser terminates the Contract pursuant to this Paragraph, the Contract Deposit(s) shall be returned in full to Purchaser."
5. If any period provided for in the Contract ends on a Saturday, Sunday or legal holiday of the State of Vermont, the same shall be extended to the end of business on the next full business day.
6. Seller shall provide a certificate of occupancy for the Property.
7. Seller has not contracted for any construction, erection, alteration or repair of any structures or improvements on the Property, nor have any materials been furnished to the Property, within the past 180 days, which may result in a lien for lack of payment.
8. Seller is not a party to any agreements or commitments affecting the Property, unless expressly stated in this Agreement or disclosed to Buyer as part of Seller's due diligence deliveries.
9. Seller will not enter into, amend or terminate any agreements affecting the Property without Purchaser's prior written consent.

10. The Contract (including all Addenda) may be executed by the parties hereto in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

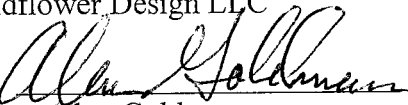
11. Purchaser shall have the right to meet and interview the current tenant under the Once Upon a Time Toys lease at any time following the date hereof.

12. The attached Post Closing Occupancy Agreement satisfies Item 10 of the Contract (Special Conditions).

13. This Addendum replaces in its entirety the Addendum to the Contract entitled ADDENDUM TO PURCHASE AND SALE CONTRACT BY AND BETWEEN WILDFLOWER DESIGN LLC ("SELLER") AND PETER LIVADITIS AND VALERIE COLIS (TOGETHER, "PURCHASER") DATED AUGUST 21 [sic: 23], 2022 ("CONTRACT")

SELLER:

Wildflower Design LLC

By: 
Alan Goldman

Date: September 15, 2022

PURCHASER:

Peter Livaditis

Date: September ____, 2022

Valerie Colis

Date: September ____, 2022