

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 202\_\_ (“Effective Date”) by and between **IMKD 6, LLC**, an Illinois limited liability company (“KDG”), and **AIKG, LLC**, a Delaware limited liability company (“AIKG”).

## **W I T N E S S E T H:**

**WHEREAS**, the Village of Schaumburg (“Owner” or “Village”) is the fee owner of a certain parcel of land (the “Entertainment Center Land”) which is legally described in EXHIBIT A attached hereto and made a part hereof and identified on the site plan (“Site Plan”) attached hereto as EXHIBIT B and made a part hereof as locations A, B, C, D, E, F, G & H located at the Northeast corner of Meacham Road and Interstate 90 in the Village of Schaumburg, County of Cook, State of Illinois; and

**WHEREAS**, Owner and KDG’s affiliate are parties to that certain “Term Sheet for Redevelopment Agreement between Village of Schaumburg and Kensington Development Partners, Inc.,” dated January 26, 2022, which sets forth business terms for the redevelopment of the Entertainment Center Land (the “Term Sheet”); and

**WHEREAS**, pursuant to that certain “Redevelopment Agreement by and Between the Village of Schaumburg, Cook and DuPage Counties, Illinois, an Illinois Municipal Corporation, and IMKD 6, LLC, an Illinois Limited Liability Company,” dated October 25, 2022, by and between Owner and KDG, which Redevelopment Agreement further expands on and replaces the Term Sheet, as set forth in the Redevelopment Agreement, KDG shall, on behalf of the Owner, (i) develop portions of the Entertainment Center Land, and/or (ii) find buyers/tenants for portions of the Entertainment Center Land, and/or (iii) facilitate the sale/lease of portions of the Entertainment Center Land to the ultimate end users, and (iv) construct a multi-level parking garage on the Entertainment Center Land for the benefit of the general public, and (v) construct other infrastructure improvements on portions of the Entertainment Center Land for the benefit of the Owner and the end users and (vi) construct the AIKG building pad on the Subject Parcel and deliver utility connections to the Subject Parcel; and

**WHEREAS**, AIKG desires to own the portion of the Entertainment Center Land consisting of land containing at least 90,000 square feet of buildable area as shown on the Site Plan as location A and legally described in EXHIBIT C attached hereto and delineated on the Site Plan (the “Subject Parcel”), upon and subject to the terms and conditions contained in this Agreement; and

**WHEREAS**, as the developer under the Redevelopment Agreement, KDG is authorized to (i) enter into this Agreement with AIKG, (ii) facilitate the conveyance of the Subject Parcel from Owner to AIKG consistent with the Redevelopment Agreement and this Agreement, (iii) build a parking deck on that part of the Entertainment Center Land shown on the Site Plan as location B for the benefit of the general public, and (iv) enter into a Reciprocal Easement Agreement or such other agreement (“REA”) to create, certain easements, cost sharing and protective covenants for the benefit of AIKG, KDG, Owner and other third parties; and

**WHEREAS**, KDG and AIKG have agreed to the terms and conditions contained in this Agreement pursuant to the recitals described above.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AIKG and KDG hereby agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

1.1 **Definitions.** When used in this Agreement, the following terms shall have the respective meanings set forth opposite each such term:

**AGREEMENT:**

This Agreement, including the following Exhibits, each of which is incorporated herein by this reference:

**EXHIBIT A:** Legal Description of the Entertainment Center Land

**EXHIBIT B:** Site Plan

**EXHIBIT C:** Legal Description of the Subject Parcel

**EXHIBIT D:** Permitted Title Exceptions

**EXHIBIT E:** Survey Requirements and Certification

**EXHIBIT F:** Building Pad and Utility Construction Requirements

**EXHIBIT G:** Section 1445 Certification

**EXHIBIT H:** AIKG Disclosure Affidavit

**BROKER:**

CBRE and Samuels & Company, Inc.

**CLOSING DATE:**

Subject to the Redevelopment Agreement, the thirtieth (30th) day following the expiration of the Approvals Period, or such earlier or later date as AIKG, Owner and KDG may agree in writing; provided, however, if the transaction contemplated by this Agreement closes on any day other than the Closing Date, the date on which this transaction closes shall be deemed to be the Closing Date for purposes of this Agreement.

**DEPOSIT:**

The total sum of One Hundred Fifty Thousand Dollars (\$150,000.00), with Fifty Thousand Dollars (\$50,000) due upon execution of this Agreement, and an additional One Hundred Thousand Dollars (\$100,000) due upon the expiration of the Due Diligence Period, as defined herein.

**EFFECTIVE DATE:**

The date on which the last of AIKG, KDG or the Owner signs this Agreement

**ESCROWEE:**

Chicago Title Insurance Company.

**NET SQUARE FOOTAGE:**

The buildable area of the Subject Parcel.

**PERMITTED TITLE EXCEPTIONS:** The matters listed on EXHIBIT D attached hereto and such Unpermitted Title Exceptions as AIKG may approve pursuant to clause (ii) of Section 3.2(B) or clause (ii) of Section 3.2(C).

**PURCHASE PRICE:** The sum of Six Million and No/100 Dollars (\$6,000,000.00).

**AIKG's INTENDED USE:** The development, construction and operation of a single story entertainment facility for the operation of an Andretti Indoor Karting & Games facility or any evolution of that business concept, including but not limited to, indoor karting, simulators, laser tag, bowling, ropes course, gaming arcades, virtual reality, augmented reality, and/or mixed-reality on the Subject Parcel initially containing approximately 90,000 square feet of floor area, as generally shown on the Site Plan.

**SUBJECT PARCEL:** The land legally described on EXHIBIT C and delineated as such on the Site Plan, together with all improvements thereon or therein; and all privileges, rights, easements, hereditaments, and appurtenances thereto belonging.

**SURVEY:** Current survey of the Subject Parcel prepared by a surveyor licensed by the State in which the Subject Parcel is located and certified to AIKG, Title Insurer and such other parties as AIKG shall designate, which survey shall be prepared in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by the American Land Title Association, the American Congress on Surveying and Mapping and the National Society of Professional Surveyors, shall contain the Surveyor's Certificate attached to this Agreement as EXHIBIT E and shall contain all information required by EXHIBIT E and by such certification, including, without limitation, a certification that the Subject Parcel is not situated in a flood plain, and contours and the datum of the elevations of the Subject Parcel.

**TITLE COMMITMENT:** A commitment for a 2006 form ALTA Form B Owner's Title Insurance Policy for (i) the Subject Parcel and (ii) all easements appurtenant to the Subject Parcel heretofore created or to be created by the REA, issued by Title Insurer in the full amount of the Purchase Price, covering title to the Subject Parcel and all such easements on or after the date hereof, showing the Owner as the owner of the Subject Parcel in fee simple.

**TITLE ENDORSEMENTS:** The following title endorsements: 3.0 zoning endorsement; location endorsement (ALTA Form 5) confirming the

information contained in the Survey; access endorsement; contiguity endorsement (assuring that the Subject Parcel is one contiguous parcel of land with no gaps, gores, intervening owners or overlaps); subdivision endorsement, and an endorsement insuring no violation of building lines, covenants, easements or restrictions pertaining to the Subject Parcel.

**TITLE INSURER:**

Chicago Title Insurance Company

**UNPERMITTED  
TITLE EXCEPTIONS:**

All exceptions to title disclosed in the Title Commitment other than the Permitted Title Exceptions, the general exceptions printed in the Title Commitment, or exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at closing.

**ARTICLE 2**

**PURCHASE AND SALE**

2.1 **Purchase and Sale.** Subject to the conditions and on the terms contained in this Agreement, and the Redevelopment Agreement, on the Closing Date, KDG shall cause the conveyance of fee simple title to the Subject Parcel from Owner to AIKG or a permitted assignee of AIKG by good, sufficient and recordable deed subject only to the Permitted Title Exceptions.

2.2 **Deposit.** Within five (5) days after the Effective Date, AIKG shall place the Deposit in a strict joint order escrow with Escrowee. The Deposit shall be retained by Escrowee as earnest money for the benefit of AIKG and KDG in accordance with the provisions of this Agreement. If AIKG so elects, the parties shall direct Escrowee to invest the Deposit in U.S. Treasury bills or in a money market account of a commercial bank. AIKG and KDG further agree to execute any and all directions in a timely fashion that are necessary to cause Escrowee to disburse the Deposit and the interest earned on the Deposit, if any, as required by the provisions of this Agreement. The escrow instructions shall be in the form customarily used by Escrowee with such special provisions added thereto as may be required to conform the escrow instructions to the provisions of this Agreement. Said escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner superseded by said escrow.

2.3 **Purchase Price.** The Deposit shall be applied against the Purchase Price on the Closing Date, but all interest earned on the Deposit, if any, shall be paid separately by Escrowee to AIKG. On the Closing Date, AIKG shall pay the balance of the Purchase Price to Escrowee (to be paid to the Owner), plus or minus prorations, as hereinafter provided. Notwithstanding the foregoing, at Closing Five Hundred Thousand and No/100 Dollars (\$500,000.00) of the Purchase Price shall be deposited in an escrow with the Escrowee and held pursuant to an escrow agreement acceptable to Owner and AIKG which will provide for disbursement of the escrowed amount to Owner following completion of the AIKG building pad,

utilities necessary to serve the Subject Parcel, and access to the Subject Parcel (the "Post-Closing Escrow Work").

### **ARTICLE 3**

#### **SURVEY AND TITLE**

##### **3.1 Survey.**

(A) On the Effective Date, KDG shall order and upon receipt deliver the Survey to AIKG, at KDG's sole cost and expense. Within thirty (30) days after AIKG's receipt of the Survey, AIKG shall give written notice to KDG (which notice shall be sufficient if delivered by telecopy to KDG's attorney) of the following matters, if any, disclosed by the Survey (collectively, "Survey Defects"):

(i) any encroachments onto the Subject Parcel from any adjacent property;

(ii) any encroachments by or from the Subject Parcel onto any adjacent property;

(iii) any violation of any recorded building lines, restrictions or easements affecting the Subject Parcel;

(iv) any exceptions to title or matters indicating possible rights of third parties; or

(v) any other matters which are objectionable to AIKG, other than the Permitted Title Exceptions.

(B) With respect to each Survey Defect, KDG shall have the option, by notifying AIKG (the "Survey Defect Reply") within fifteen (15) days after KDG's receipt of notice of Survey Defects, of which Survey Defect it will try to remove, at Owner's sole cost and expense, from the Survey and from the Title Commitment. If KDG does not elect to remove all of the Survey Defects, AIKG shall elect, on or before the later of (i) the expiration of the Due Diligence Period (defined hereinafter) and (ii) fifteen (15) days after its receipt of the Survey Defect Reply, to either (i) terminate this Agreement, in which event the Deposit and all interest earned thereon, if any, shall immediately be returned to AIKG, or (ii) accept the Subject Parcel subject to those Survey Defects which KDG has elected not to remove, and if AIKG fails to make such election, AIKG shall be deemed to have terminated this Agreement in accordance with (i) above.

(C) With respect to the Survey Defects which KDG has elected to remove, KDG shall use its commercially reasonable efforts to cause the Survey Defects to be removed prior to the expiration of the Due Diligence Period, and upon removal of the Survey Defects, KDG shall deliver to AIKG a revised Survey and Title Commitment evidencing the removal of all such Survey Defects. If despite its commercially reasonable efforts, KDG fails to remove such Survey Defects from the Survey and the Title Commitment prior to the expiration of the Due Diligence Period, AIKG shall elect, on or before the expiration of ten (10) days following the expiration of the Due Diligence Period, to either (i) terminate this Agreement, in which event the Deposit and all interest

earned thereon, if any, shall immediately be returned to AIKG, or (ii) accept the Subject Parcel subject to those Survey Defects which KDG has been unable to remove. If AIKG fails to make such election, AIKG shall be deemed to have terminated this Agreement in accordance with (i) above.

(D) If the certificate attached to the Survey is dated more than six (6) months prior to the Closing Date, KDG shall, at the Owner's sole cost and expense, cause the preparer of the Survey to recertify the Survey to AIKG, Title Insurer and such other parties as AIKG shall designate, and the recertified Survey shall disclose no additional Survey Defects.

### **3.2 Title Commitment.**

(A) On the Effective Date, KDG shall order, and upon receipt, deliver the Title Commitment to AIKG, at KDG's sole cost and expense. Within thirty (30) days after AIKG's receipt of the Title Commitment, AIKG shall give written notice to KDG (which notice shall be sufficient if delivered by telecopy to KDG's attorney) of the Unpermitted Title Exceptions disclosed by the Title Commitment.

(B) With respect to each Unpermitted Title Exception, KDG shall have the option, by notifying AIKG (the "Title Reply") within fifteen (15) days after receipt of AIKG's notice of the Unpermitted Title Exceptions, to have such Unpermitted Title Exception removed from the Title Commitment, at Owner's sole cost and expense. If KDG does not elect to remove all of the Unpermitted Title Exceptions, AIKG shall elect, on or before the later of (i) the expiration of the Due Diligence Period and (ii) fifteen (15) days after its receipt of the of the Title Reply, to either (i) terminate this Agreement, in which event the Deposit and all interest earned thereon, if any, shall immediately be returned to AIKG, or (ii) accept the Subject Parcel subject to those Unpermitted Title Exceptions which KDG has elected not to remove, and if AIKG fails to make such election, AIKG shall be deemed to have terminated this Agreement in accordance with (i) above.

(C) With respect to the Unpermitted Title Exceptions which KDG has elected to remove, KDG shall use its commercially reasonable efforts to cause the Unpermitted Title Exceptions to be removed prior to the expiration of the Due Diligence Period, and upon removal of the Unpermitted Title Exceptions, KDG shall deliver to AIKG a revised Title Commitment evidencing the removal of all such Unpermitted Title Exceptions. If despite its commercially reasonable efforts, KDG fails to remove such Unpermitted Title Exceptions from the Title Commitment prior to the expiration of the Due Diligence Period, AIKG shall elect, on or before the expiration of ten (10) days after the expiration of the Due Diligence Period, to either (i) terminate this Agreement, in which event the Deposit and all interest earned thereon, if any, shall immediately be returned to AIKG, or (ii) accept the Subject Parcel subject to those Unpermitted Title Exceptions which KDG has been unable to remove. If AIKG fails to make such election, AIKG shall be deemed to have terminated this Agreement in accordance with (i) above.

(D) On the Closing Date, KDG shall, at KDG's sole cost and expense, cause Title Insurer to issue an owner's title insurance policy pursuant to and in accordance with the Title Commitment, insuring in AIKG fee simple title to the Subject Parcel and the easements which benefit the Subject Parcel (including, without limitation, those created by the REA), subject only to the Permitted Title Exceptions, together with the Title

Endorsements and extended coverage over all general exceptions (the "Title Policy"). Any endorsements to the Title Policy requested by AIKG and which are not required to remove Unpermitted Title Exceptions shall be at AIKG's cost. If KDG (or the Owner) fails to remove any lien or encumbrance of a definite or ascertainable amount, AIKG shall have the right to (i) deduct from the Purchase Price amounts secured by any such lien or encumbrance, or (ii) cause Title Insurer to issue its endorsement insuring against damage caused by any such exception and deduct from the Purchase Price the cost of the premiums and security provided for said endorsement, as the case may be.

## **ARTICLE 4**

### **POSSESSION, PRORATIONS AND EXPENSES**

4.1 **Possession.** Subject to the Permitted Title Exceptions, sole and exclusive possession of the Subject Parcel shall be delivered to AIKG on the Closing Date.

4.2 **Prorations.**

(A) If on the Closing Date the Subject Parcel is assessed as a separate tax parcel, real estate taxes (and special and general assessments, if any) assessed against the Subject Parcel shall be prorated as of the Closing Date and AIKG shall receive a credit against the Purchase Price for all unpaid real estate taxes against the Subject Parcel through and including the Closing Date. If the real estate taxes assessed against the Subject Parcel have not been determined as of the Closing Date, the proration shall be based on the most recently ascertainable information and the parties shall reprorate taxes upon the issuance of the final tax bill if either party so requests. For purposes of this Section 4.2, the real estate taxes which are levied by the taxing authority for the calendar year in which the Closing Date occurs shall be the real estate taxes which form the basis for the proration credit, regardless of whether such taxes become due and payable in a prior calendar year or a succeeding calendar year.

(B) If the Subject Parcel is not assessed as a separate tax parcel, but is assessed as part of a larger tax parcel, KDG (or the Owner) shall cause the Subject Parcel to be assessed as a separate tax parcel and there shall be no proration of real estate taxes on the Closing Date. With respect to the real estate taxes which are levied by the taxing authority for calendar years prior to the calendar year for which the Subject Parcel is first assessed as a separate tax parcel, the Owner shall be responsible for the payment of the entire amount of the tax bills issued for real estate taxes relative to the larger tax parcel, and AIKG shall reimburse the Owner for AIKG's Allocable Share (as hereinafter defined) of such taxes in the manner hereinafter set forth. For the real estate taxes which are levied by the taxing authority for the calendar year in which the Closing Date occurs (regardless of whether such taxes become due and payable in a prior calendar year or a subsequent calendar year), AIKG shall pay to the Owner AIKG's Allocable Share of said tax bill, multiplied by a fraction, the numerator of which is the number of days during such calendar year occurring after the Closing Date and the denominator of which is 365. For subsequent calendar years, AIKG shall pay to the Owner AIKG's Allocable Share of said tax bill. Prior to making the reimbursements described above, KDG (or the Owner) shall furnish AIKG with a copy of the tax bill for the larger tax parcel for the calendar year in question, and AIKG's reimbursement for such calendar year shall be due on the later to occur of (i) the date which is thirty (30)

days after the effective date of AIKG's receipt of a copy of the tax bill for the larger tax parcel or (ii) the date which is ten (10) days prior to the due date for the taxes covered by such tax bill. If KDG (or the Owner) does not provide AIKG with evidence that the taxes covered by the tax bill have been paid when KDG (or the Owner) requests reimbursement from AIKG for AIKG's Allocable Share thereof, AIKG may deliver to KDG (or the Owner) a check made payable to the order of the taxing authority. For purposes of this Section 4.2, "AIKG's Allocable Share" shall mean a fraction, the numerator of which is the Net Square Footage of the Subject Parcel and the denominator of which is the square footage of the larger tax parcel; provided, however, if any improvements on the larger tax parcel are included in the assessment, the taxes on the improvements shall be allocated on the basis of the relative floor area of the assessed improvements.

(C) If on the Closing Date, the Subject Parcel or any part thereof shall be or shall have been affected by special assessments, then the Owner shall pay all special assessment installments due and payable as of the Closing Date and AIKG shall pay those special assessment installments which are to become due and payable after the Closing Date and shall be deemed to be liens upon the Subject Parcel and a Permitted Title Exception.

(D) AIKG shall receive a proration credit on the Closing Date for any item of expense with respect to the Subject Parcel which has accrued but has not been paid by KDG (or the Owner) unless the party to whom payment is due will bill KDG (or the Owner) directly for such item of expense. AIKG shall also receive a proration credit on the Closing Date for any rent or other item of revenue with respect to the Subject Parcel which has not accrued but for which KDG (or the Owner) has already received payment. KDG (or the Owner) shall receive a proration credit on the Closing Date for any item of expense which has been paid in advance by KDG (or the Owner) and has not yet accrued but only if AIKG has agreed to assume the obligation which has been prepaid by KDG (or the Owner) and only if the party whom KDG (or the Owner) paid in advance will not directly refund the prepayment to KDG (or the Owner). KDG (or the Owner) shall also receive a proration credit for any rent or other item of revenue with respect to the Subject Parcel which has accrued but for which KDG (or the Owner) has not received payment, but such proration credit shall not be due to KDG (or the Owner) until and unless AIKG has received payment therefor. All prorations shall be made on a per diem basis as of the Closing Date.

4.3 **Expenses.** Owner shall be responsible for the payment, if applicable, of all state, county and municipal transfer taxes and other taxes imposed on the conveyance of the Subject Parcel, all costs of the Survey, all title insurance premiums and charges for the issuance of the Title Policy (including, without limitation, the premiums for extended coverage over the general exceptions printed in the Title Commitment, title endorsements required to remove Unpermitted Title Exceptions, and insurance over recording gaps, if any), the recording fees for the recording of the REA and fifty percent (50%) of all strict joint order escrow fees and deed and money escrow fees. AIKG shall be responsible for the payment of fifty percent (50%) of all strict joint order escrow fees and deed and money escrow fees and all investment fees charged by Escrowee under the strict joint order escrow instructions and the cost of the Title Endorsements (other than, title endorsements required to remove Unpermitted Title Exceptions, and the recording fees for the recording of the deed. Except as otherwise provided herein, the fees and expenses of Owner's designated representatives, accountants and attorneys shall be borne by Owner, and the fees and expenses of AIKG's designated representatives, accountants and attorneys shall be borne by AIKG.



## **ARTICLE 5**

### **COVENANTS OF KDG**

5.1 **KDG's Delivery of Soil Tests, Survey, Grading Plan.** Within thirty (30) days after the Effective Date, KDG shall provide AIKG with copies of any environmental site assessments, soil test reports, ALTA and/or topographic surveys and/or a grading plan for the Subject Parcel which are in KDG (or Owner's) possession or control.

5.2 **Maintenance of the Entertainment Center Land.** From and after the Effective Date through and including the Closing Date, the Owner shall, at the Owner's sole cost and expense, maintain the Subject Parcel in its current condition, free from waste and neglect and shall keep and perform all obligations imposed on the owner of the Subject Parcel under all applicable laws.

5.3 **AIKG's Access to the Entertainment Center Land.** KDG (and the Owner) shall permit representatives, agents, employees, contractors, appraisers, architects and engineers designated by AIKG access to, and entry upon, the Subject Parcel to examine, inspect, measure and test the Subject Parcel for the purposes set forth in Section 9.1 hereof and for all other reasonable purposes. If AIKG fails to close this transaction through no fault of KDG (or Owner), AIKG shall repair, in a commercially reasonable manner, any damage to the Subject Parcel and/or the Entertainment Center Land caused by the activities of AIKG, AIKG's agents or employees under this Section 5.4. AIKG shall indemnify, defend and hold KDG (and the Owner) harmless from any loss, cost, damage, liability or expenses (including reasonable attorneys' fees and litigation expenses) caused by the activities of AIKG or AIKG's agents or employees under this Section 5.4. KDG shall promptly notify AIKG in writing of any occurrence, after discovery by KDG, which KDG believes would give rise to a claim under this indemnity. Notwithstanding the foregoing, AIKG shall have no liability to KDG as a result of the discovery or release of any hazardous materials existing on the Subject Parcel or the Entertainment Center Land at the time AIKG conducts its inspections.

5.4 **Transactions and Encumbrances Affecting the Land.** From and after the Effective Date through and including the Closing Date, KDG (and the Owner) shall not sell, lease, encumber or grant any interest in the Subject Parcel or any part thereof in any form or manner whatsoever, or otherwise perform or permit any act or enter into any transaction affecting the Entertainment Center Land which would violate the AIKG Exclusive or which will prevent KDG's (or the Owner's) full performance of its obligations hereunder and/or the Redevelopment Agreement.

5.5 **KDG's Delivery of Materials.** Upon receipt of the Title Commitment, KDG shall deliver to AIKG true, correct and complete copies of all documents evidencing the title exceptions referenced or to be referenced in the Title Commitment and to the extent same exist and are in KDG's possession, no later than ten (10) days following the Effective Date, KDG shall deliver to AIKG true, correct and complete copies of any other data, correspondence, documents, agreements, waivers, notices, applications and other records relative to the physical condition of the Subject Parcel or relative to any obligations in respect to the Subject Parcel which would be binding on AIKG after the Closing Date.

5.6 **Subdivision.** Prior to the Closing Date, Owner shall cause the Entertainment Center Land to be subdivided so that the Subject Parcel is a separately subdivided parcel from the balance of the Entertainment Center Land.

5.7 **Zoning and Governmental Approvals.** During the Approvals Period (as hereinafter defined), KDG shall use its commercially reasonable efforts to obtain such zoning, variations, site plan approvals, sign approvals, subdivision approvals and other governmental approvals which are necessary to permit the Subject Parcel to be used for AIKG's Intended Use; provided, however, KDG shall have no authority to modify the AIKG's building or to consent to or acquiesce in the imposition of zoning, site plan or other approvals which would require modifications to AIKG's building without AIKG's prior written consent. KDG shall notify AIKG in advance of any governmental hearings or meetings at which the subject of the design, colors or materials for AIKG's building is or is likely to be discussed.

5.8 **Disclosure Requirements.** If the State in which the Subject Parcel is located requires owners of commercial real property to make any disclosures regarding the physical condition of such real property upon the sale of such real property (including, without limitation, any disclosures required under Environmental Laws), Owner shall deliver to AIKG the required disclosures with respect to the Subject Parcel or an affidavit that such disclosures are not required with respect to the Subject Parcel.

5.9 **Redevelopment Agreement.** KDG and Owner agree to (i) not to take any action pursuant to the Redevelopment Agreement which would affect AIKG's rights or obligations under this Agreement, without AIKG's prior approval, (ii) to comply with their respective obligations in the Redevelopment Agreement, and (iii) promptly to give AIKG a copy of any notices which KDG either gives or receives pursuant to the Redevelopment Agreement.

## **ARTICLE 6**

### **REPRESENTATIONS AND WARRANTIES OF KDG**

6.1 **Representations and Warranties of KDG.** To induce AIKG to execute, deliver and perform this Agreement, KDG, to the best of its actual knowledge and without inquiry, represents to AIKG, as of the Effective Date, as follows:

(A) **Documents.** The documents to be delivered to AIKG pursuant to Section 5.6 shall be true, correct and complete copies of the documents in KDG's possession.

(B) **Recapture Agreements.** There are no obligations in connection with the Subject Parcel or any so called "recapture agreement" involving refund for sewer extension, oversizing utility lines, lighting or like expense or charge for work or services done upon or relating to the Subject Parcel which will bind AIKG or the Subject Parcel from and after the Closing Date.

(C) **Roadwork.** There is no agreement or undertaking or bond with any governmental agency requiring the owner of the Subject Parcel to construct any roadway improvements, including any acceleration or deceleration lanes, access or street lightings.

(D) **Donations.** There are no donations or payments to or for schools, parks, fire departments or any other public entity or facilities which are required to be made by an owner of the Subject Parcel.

(E) **Utilities.** All utility service lines serving the Subject Parcel are or will be located within the boundaries of the Subject Parcel or within lands dedicated to public use or recorded easements for the same, and no such lines cross other private property unless the same are installed pursuant to recorded easements.

(F) **Authorization.** KDG has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by KDG pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant to this Agreement on behalf of KDG are and shall be duly authorized to sign the same on KDG's behalf and to bind KDG thereto. This Agreement and all documents to be executed pursuant hereto by KDG are and shall be binding upon and enforceable against KDG 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 KDG or the Subject Parcel is subject or by which KDG or the Subject Parcel is bound.

(G) **Bankruptcy.** KDG has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by KDG's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of KDG's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of KDG's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(H) **Litigation.** There are no claims, causes of action or other litigation or proceedings pending or contemplated or threatened in respect to the ownership, operation of the Subject Parcel or any part thereof, except for claims which are fully insured and as to which the insurer has accepted defense without reservation.

(I) **Condemnation/Zoning.** There is no existing, pending or contemplated, threatened or anticipated condemnation of any part of the Subject Parcel.

(J) **Subdivision.** The Subject Parcel, prior to Closing will be properly subdivided and all subdivision laws and ordinances have been complied with so that no further subdivision of the Subject Parcel from the balance of the Entertainment Center Land will be required.

(K) **Access.** The Subject Parcel will have free and full legal vehicular access at the locations depicted on the Site Plan to and from all adjoining public streets, roads and highways, including, without limitation, Meacham Road and Thoreau Drive, and there is no pending or threatened action which would impair such access.

(L) **Non-Foreign Status.** KDG is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.

(M) **Prorations.** The information to be furnished by KDG on which the computation of prorations is based shall be true, correct and complete in all respects.

(N) **Special Assessments.** There are no existing assessments (special or otherwise) or contemplated improvements to be assessed or levied, the cost of which is to be assessed as special taxes against the Subject Parcel by any public or governmental authority.

(O) **Possession.** Except for Owner and KDG, there are no persons in possession or occupancy of the Subject Parcel or any part thereof, nor are there any persons who have possessory rights in respect to the Subject Parcel or any part thereof.

(P) **Other Agreements.** Except for the Redevelopment Agreement, construction work being performed under the Redevelopment Agreement, and the REA, there are no leases, construction contracts, service contracts or other agreements or contracts or commitments or oral or written understandings in existence affecting the Subject Parcel or the use thereof.

(Q) **Liens.** No work has been done by or on behalf of KDG with respect to the Subject Parcel for which any expenses have been incurred for materials, materialmen, laborers, contractors or subcontractors used in connection therewith that have not been paid in full.

6.2 **KDG's Covenant.** KDG shall notify AIKG immediately if KDG becomes aware of any transaction or occurrence prior to the Closing Date which would make any of the representations or warranties of KDG contained in Section 6.1, Section 8.2 or Section 12.2 hereof untrue in any material respect.

6.3 **Continuing Validity of Representations and Warranties.** The obligation of AIKG to close the transaction contemplated hereby is subject to all of the representations and warranties of KDG contained in this Agreement being true, correct and complete in all material respects on the Closing Date. If any representation or warranty of KDG contained in this Agreement is not true, correct or complete in any material respect on the Closing Date, AIKG shall provide KDG written notice of same and ten (10) days to cure said representation or warranty and if KDG is unable to do so, AIKG may, by further notice to KDG and Owner, terminate this Agreement, in which event the Deposit and all interest earned thereon, if any, shall immediately be returned to AIKG.

## **ARTICLE 7**

### **REPRESENTATIONS AND WARRANTIES OF AIKG**

7.1 **Representations and Warranties of AIKG.** To induce KDG and Owner to execute, deliver and perform this Agreement, AIKG hereby represents and warrants to KDG and Owner on and as of the Effective Date and on and as of the Closing Date that AIKG has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by AIKG pursuant to this Agreement, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of AIKG are and shall be duly authorized to sign the same on AIKG's behalf and to bind AIKG thereto. This

Agreement and all documents to be executed pursuant hereto by AIKG are and shall be binding upon and enforceable against AIKG in accordance with their respective terms.

## **ARTICLE 8**

### **ENVIRONMENTAL CONDITION**

8.1 **No Environmental Representations or Warranties.** Notwithstanding any term in this Agreement to the contrary, the Owner makes no representations or warranties regarding the status or condition of the Subject Parcel whatsoever, and the conveyance of the Subject Parcel is in an "as-is, where-is" condition, including no environmental representations or warranties of any kind whatsoever. AIKG may give notice to the Village and KDG (the "Environmental Condition Notice"), any time earlier than thirty (30) days before the Closing Date, if hazardous materials, excluding soils determined to be unsuitable on a geotechnical basis, are discovered in, on, or under the Subject Parcel or elsewhere in the Entertainment Center Land that would materially impact the development and use of the Subject Parcel or the work under the Redevelopment Agreement. The Village or KDG may agree, within thirty (30) days after the receipt of the Environmental Condition Notice, to remediate the environmental condition identified in the Environmental Condition Notice, which remediation shall occur within a reasonable time thereafter, and the Closing Date shall be extended day for day from the date the Environmental Condition Notice is given until the Village and KDG have responded, and the Closing Date shall be further extended day for day until the Village or KDG complete any remediation activities they agree to undertake. If the Village and KDG do not agree to remediate the environmental condition identified in the Environmental Condition Notice, AIKG may terminate this Agreement prior to the Closing Date, and, in such case, the Deposit and all interest earned thereon, if any, shall be returned to AIKG.

## **ARTICLE 9**

### **CONDITIONS PRECEDENT AND TERMINATION**

9.1 **Due Diligence Period.** AIKG's obligations under this Agreement are subject to AIKG being satisfied, in its sole and absolute discretion, that all of the following conditions precedent have been fulfilled within one hundred twenty (120) days after the Effective Date (the "Due Diligence Period"):

(A) AIKG shall have obtained soil tests, soil borings, percolation and other similar tests and topographic, engineering, environmental and feasibility studies or audits showing that the physical aspects and the condition of the Subject Parcel are acceptable to AIKG and suitable for AIKG's Intended Use;

(B) AIKG shall have confirmed that all utilities exist at the perimeter of the Subject Parcel, are available to serve the Subject Parcel, can be used by AIKG at the customary rates charged by the village, municipality or utility company concerned, can be connected into by AIKG on the Closing Date upon payment of only the usual and customary connection fees, and that such utilities have sufficient capacity to service AIKG's Intended Use;

(C) AIKG shall have satisfied itself that the construction of the improvements contemplated by AIKG will not require extraordinary, excessive, or unusually costly

construction techniques, and drainage of both surface and subsurface water can be accomplished by ordinary construction techniques not involving unusual or excessive costs;

(D) AIKG shall have satisfied itself that the size and configuration of the Subject Parcel is acceptable for AIKG's Intended Use and that the Subject Parcel has acceptable access for AIKG's Intended Use;

(E) AIKG shall have reviewed and approved the Survey and the Title Commitment;

(F) AIKG shall have reviewed and approved all reciprocal easement agreements and covenants, conditions and restrictions which encumber the Subject Parcel and shall have obtained the release or relocation of any easements (recorded, unrecorded, utility or otherwise) affecting the Subject Parcel which interfere with AIKG's Intended Use; and

(G) AIKG shall have obtained financing for the acquisition and development of the Subject Parcel on terms that are acceptable to AIKG.

If AIKG in its sole discretion determines that any of the conditions precedent set forth in this Section 9.1 are not satisfied within the Due Diligence Period, AIKG may, at its option, elect to terminate this Agreement by notice given to KDG (which notice shall be effective if given by email to KDG's attorney) not later than the expiration of the Due Diligence Period, in which event the Deposit and all interest earned thereon, if any, shall immediately be returned to AIKG.

9.2 **Governmental Approvals.** AIKG's, KDG's and the Owner's obligations under this Agreement are subject to AIKG, KDG and the Owner being satisfied, in their sole and absolute discretion, that all of the following conditions precedent have been fulfilled within two hundred forty (240) days after the Effective Date (the "Approvals Period"):

(A) KDG shall have obtained or confirmed the adoption of all necessary resolutions and all other necessary actions by applicable governmental authorities providing public sector financing satisfactory to KDG to reimburse KDG for such costs, fees, charges and other expenses as may be allowed under the Redevelopment Agreement;

(B) KDG shall have obtained all required approvals for necessary curb cuts, driveway permits and any required traffic control devices to permit development of the Subject Parcel in accordance with AIKG's Intended Use;

(C) AIKG, KDG and the Owner shall agree on the form and content of the REA, which document shall contain the following terms, and such other terms as AIKG, KDG and the Owner agree: an exclusive granting the Subject Parcel the sole right to operate on the Entertainment Center Land (i) indoor karting, (ii) auto racing simulators, (iii) laser tag, (iv) a facility with more than four (4) bowling lanes, (v) a facility with more than ten (10) arcade games, and (vi) a facility with location based entertainment virtual reality, augmented reality, and / or mixed reality uses, including turnkey arcade and free roam amusements, which allow more than five (5) simultaneous on-site players in any single station, use or amusement, but (vii) excluding e-sports stations, the number of which on the Entertainment Center Land shall have no limit, and (viii) excluding mini golf

facilities and all uses therein, such as Puttshack (collectively the "AIKG Exclusive"), which AIKG Exclusive shall remain in effect until the earlier of (y) the Subject Parcel no longer being used for any element of the AIKG Exclusive (excluding temporary closures of less than twelve (12) months provided such time limit shall be extended for closures resulting from or extended by casualty loss, condemnation, acts of God, strikes, and/or governmental mandates); or (z) the Subject Parcel being less than fifty percent (50%) occupied (excluding temporary closures of less than twelve (12) months provided such time limit shall be extended for closures resulting from or extended by casualty loss, condemnation, acts of God, strikes, and/or governmental mandates), and which AIKG Exclusive may be waived in writing in whole or part by AIKG from time to time; AIKG rights on project signs; AIKG rights to approve any modification to the REA which impacts the ownership, development, or operation of the Subject Parcel; customary provisions for maintenance of the common areas of the Phase I of the Entertainment Center Land and contributions towards the maintenance of the common areas of Phase I of the Entertainment Center Land by the Owner, AIKG, and the other owners of parcels within Phase I of the Entertainment Center Land with no cap on Common Area Maintenance (CAM), provided, however, the Owner will cap any CAM increases on controllable expenses after twenty four (24) months of operation by AIKG at five (5) percent per year however, (i) the REA shall not impose any financial obligations on Phase II of the Entertainment Center Land, and (ii) the REA shall not reserve any parking spaces in the parking garage for any user, as the parking garage shall be for the benefit of the general public, however, the REA shall include a requirement that signage be posted for the non-exclusive use of AIKG's customers and employees in the parking garage;

(D) KDG shall have obtained or confirmed the valid and effective enactment of an ordinance zoning Phase 1A of Entertainment Center Land (including all necessary variations, site plan approvals, subdivision approvals, sign approvals and governmental approvals satisfactory to KDG in its sole discretion) in a manner which will permit development of Phase 1A of Entertainment Center Land in accordance with KDG's intended use;

(E) AIKG shall have received all permits and approvals necessary for the development and operation of the Subject Parcel for AIKG's intended use; and

(F) AIKG and the Village shall have reached agreement regarding the granting of perpetual easements within the common area of the Entertainment Center Land adjacent to the Subject Parcel for the installation, maintenance and operation of AIKG's electrical transformer and trash enclosure ("AIKG Appurtenant Easement Agreement") subject to the following conditions:

- (i) AIKG will provide the proposed site plan for placement of the trash enclosure and transformer on Village-owned land within 120 days of the Effective Date,
- (ii) The site plan proposed by AIKG shall comply with the Village's Framework Plan for the Entertainment District,
- (iii) The site plan shall be mutually agreeable to the Village and AIKG in their reasonable discretion. If the location of the easement areas on the initial site plan delivered by AIKG are not acceptable to the Village, the Village

and AIKG shall use good faith efforts to reach agreement on locations for the easement areas that are acceptable to both the Village and AIKG, and

- (iv) The AIKG Appurtenant Easement Agreement will be separately documented and will include terms for indemnification (defense and hold harmless) of the Village by AIKG, liability insurance provided by AIKG in favor of the Village in connection with the easement areas, an obligation for AIKG to remove its installations in the easement areas if the improvements on the Subject Parcel are demolished and not reconstructed, and termination of the easement if the improvements on the Subject Parcel are demolished and not reconstructed.

KDG agrees to obtain such zoning, variations, public sector financing, site plan approvals, sign approvals, subdivision approvals and other governmental approvals and any other approvals, certificates or other authorizations required, in each's sole opinion, to permit AIKG's Intended Use and KDG's intended uses. Such zoning, variations, public sector financing, site plan approvals, sign approvals, authorizations, subdivision approvals, certificates and other approvals must be valid, enforceable by both KDG and AIKG and unconditional and final. KDG agrees to give AIKG a copy of any notice, summons or other document relating to a pending or threatened attack on any such rezoning or other matters received by KDG.

If KDG, in its sole discretion determines that any of the conditions precedent set forth in this Section 9.2 are not satisfied within the Approvals Period, KDG may, at its option, elect to terminate this Agreement by notice given to AIKG (which notice shall be effective if given by telecopy to the other party's attorney) not later than the expiration of the Approvals Period, in which event the Deposit and all interest earned thereon, if any, shall immediately be returned to AIKG.

If AIKG, in its sole discretion, determines that any of the conditions precedent set forth in this Section 9.2 are not satisfied within the Approvals Period, AIKG may, at its option, elect to terminate this Agreement by notice given to KDG (which notice shall be effective if given by telecopy to the other party's attorney) not later than the expiration of the Approvals Period, in which event the Deposit and all interest earned thereon, if any, shall immediately be returned to AIKG.

9.3 **AIKG's Investigation and Inspections.** Any investigation or inspection conducted by AIKG or any agent or representative of AIKG pursuant to this Agreement, in order to verify independently KDG's satisfaction of any conditions precedent to AIKG's obligations hereunder or to determine whether KDG's representations and warranties are true and accurate, shall not affect (or constitute a waiver by AIKG of) any of KDG's obligations hereunder or AIKG's reliance thereon. In addition, KDG acknowledges that AIKG will be expending material sums of money in reliance on KDG's obligations under this Agreement and that AIKG would not have entered into this Agreement without having the opportunity to perform such investigations during the contingency periods set forth in Section 9.1 and Section 9.2. Accordingly, AIKG and KDG agree that adequate consideration exists to support KDG's obligations hereunder even before expiration of the Due Diligence Period and the Approvals Period and KDG agrees not to market the Subject Parcel or offer the Subject Parcel for sale to any other person or entity.



9.4 **AIKG's Closing Condition.** In addition to any other conditions precedent in favor of AIKG as may be expressly set forth elsewhere in this Agreement, AIKG's obligations under this Agreement are subject to the timely fulfillment of the conditions set forth in this Section 9.5 on or before the Closing, or such earlier date as is set forth below. The conditions may be waived in whole or in part only, by written notice of such waiver from AIKG to KDG and Owner, in AIKG's sole and absolute discretion. AIKG may terminate this Agreement upon written notice to KDG and Owner due to the failure of any of the conditions precedent contained in this Agreement, in which event AIKG shall be entitled to a prompt return of the Deposit and all interest earned thereon, if any, and the parties hereto shall have no further obligations hereunder except those which by their terms expressly survive any such termination.

- (A) Execution (and recording against the entire Entertainment Center Land) of the REA by Owner and, if required, KDG and/or AIKG.
- (B) AIKG shall have received documentation from the KDG and the Owner confirming that the public financing for the parking garage (containing at least 900 parking spaces) and other common area improvements for Phase 1A of the Entertainment Center Land is available.
- (C) The Post-Closing Escrow Work escrow agreement described in Section 2.3 above shall have been executed in form acceptable to AIKG.
- (D) The parties shall have adequately documented AIKG's rights to use paved surface parking north of Thoreau Drive should completion of the parking garage be delayed for any reason so that it is not completed and available for use by AIKG's patrons when AIKG is ready to open for business.
- (E) The Redevelopment Agreement is in full force and contains an obligation for KDG to construct the parking garage (containing at least 900 parking spaces), the AIKG building pad, and the other Phase 1A infrastructure, access, and parking improvements ("Post-Closing Work") at no cost to AIKG other than the Purchase Price.

## **ARTICLE 10**

### **CLOSING**

10.1 **Closing.** The transaction contemplated hereby shall close on the Closing Date either remotely or at the offices of Escrowee at 10 South LaSalle Street, Suite 3100, Chicago, Illinois 60603 or at such other place as AIKG, Owner and KDG may agree.

10.2 **Escrow Closing.** AIKG, KDG and the Owner, through their respective attorneys, shall establish a deed and money escrow with Escrowee, through which the transaction contemplated hereby shall be closed. The escrow instructions shall be in the form customarily used by Escrowee with such special provisions added thereto as may be required to conform such escrow instructions to the provisions of this Agreement. Said escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner superseded by said escrow.

10.3 **KDG's Deposits.** On or before the Closing Date, KDG shall cause the Owner to deliver to Escrowee the following documents:

(A) A deed, in form reasonably acceptable to AIKG, from Owner conveying to AIKG or AIKG's designee fee simple title to the Subject Parcel, subject only to the Permitted Title Exceptions;

(B) The documentation, if any, required under Section 5.9 hereof;

(C) The documentation required under Section 12.10 hereof, including, without limitation, a Foreign Transferor Affidavit;

(D) An affidavit in the form required by Title Insurer to delete or insure over the general exceptions contained in the Title Commitment including without limitation, the exception for rights or claims by parties in possession of the Subject Parcel not shown by the public records and the exception for any lien, or right of lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records;

(E) The personal undertaking, if any, required by Title Insurer to remove the exception for recording gaps; and

(F) Such other documents, certifications and confirmations as may be reasonably required and designated by the Title Insurer to fully effect and consummate the transactions contemplated hereby.

10.4 **AIKG's Deposits.** Provided that Owner has delivered all of the documents which are required to be delivered by Owner under this Agreement and provided that all of the representations and warranties of KDG under this Agreement remain true, correct and complete on the Closing Date, AIKG shall deliver to Escrowee on the Closing Date the balance of the Purchase Price as provided in Section 2.3 hereof by wire transfer of immediately available funds.

10.5 **Approval of Closing Documents.** All closing documents to be furnished by AIKG, KDG or the Owner pursuant to this Agreement shall be in form and substance reasonably satisfactory to both AIKG, Owner and KDG.

10.6 **Joint Deposits.** AIKG and Owner shall jointly execute and deliver to each other the following documents:

(A) An agreed proration statement;

(B) Such transfer tax declarations and returns as may be required under applicable state, county or municipal law;

(C) The REA; and

(D) The AIKG Appurtenant Easement Agreement.

AIKG, Owner and KDG shall direct Escrowee to record the REA in the appropriate land records immediately after the recording of the deed.

**10.7 Concurrent Transactions.** All documents or other deliveries required to be made by AIKG, Owner or KDG at closing, and all transactions required to be consummated concurrently with closing, shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made and no transactions shall be deemed to have been consummated until all deliveries required by AIKG or its designee, Owner and KDG shall have been made, and all concurrent and other transactions shall have been consummated.

**10.8 Post Closing Obligations.** The obligations in this Section 10.8 shall survive the closing.

(A) No later than sixty (60) days following the Closing, KDG shall complete the following items of work: (i) construction of the AIKG building pad pursuant to the requirements described on EXHIBIT F; and (ii) installation and availability of temporary utilities on the Subject Parcel at a location approved by AIKG and consistent with the requirements described on EXHIBIT F.

(B) No later than one hundred (100) days following the Closing, KDG shall complete the remainder of the Post-Closing Work consistent with the requirements described on EXHIBIT F.

(C) After the Closing, to the extent such applications have not been submitted and / or permits and approvals have not been obtained prior to Closing, AIKG shall timely apply for and diligently pursue issuance of permits and approvals necessary for the development and operation of the Subject Parcel for AIKG's intended use.

(D) Within eighteen (18) months following the Closing Date, AIKG shall cause AIKG's Intended Use to be open to the public and operating on the Subject Parcel. This obligation shall survive the termination of this Agreement. In the event that AIKG fails to cause AIKG's Intended Use to be open to the public and operating on the Subject Parcel within eighteen (18) months following the Closing Date, the Owner's and KDG's sole and exclusive remedy shall be the Owner shall have the right, but not the obligation, to repurchase the Subject Parcel (the "Repurchase Option") at a purchase price equal to ninety-five percent (95%) of the Purchase Price paid by AIKG for its purchase of the Subject Parcel from Owner, but only if (i) Owner exercises its Repurchase Option by written notice to AIKG within twenty four (24) months after the Closing Date, and (ii) AIKG has not cured its failure within thirty (30) days of the date of Owner's exercise notice to AIKG. The closing of the Repurchase Option shall take place at Escrowee at a date and time mutually agreed to by the Parties. At closing, AIKG shall convey the Subject Parcel by the same quality of title, and with the same representations and warranties as the Owner conveyed the Subject Parcel to AIKG (subject to any conditions that have been created or approved by the Owner that would modify any such representations and warranties), and all closing costs shall be paid by the Owner.

(E) AIKG shall timely provide information and materials to Owner and KDG to assist Owner and KDG in preparing projections and reports to be filed with the Illinois Office of the Comptroller as required under the Illinois Tax Increment Allocation

Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, including Section 5(d) thereof, 65 ILCS 5/11-74.4-5(d).

(F) Owner shall permit AIKG to stage construction materials and equipment on a portion of the Entertainment Center Land in the vicinity of the Subject Parcel identified by the Owner per the terms of license agreement to be entered into between the Owner and AIKG.

## **ARTICLE 11**

### **DEFAULT**

11.1 **Default by AIKG.** In the event this transaction fails to close as a result of a material default by AIKG of any of AIKG's obligations under this Agreement, and such failure to close continues for a period of fifteen (15) days after KDG notifies AIKG in writing of such event, KDG (and the Owner's) sole and exclusive remedy for such failure to close as a result of such material default shall be the right to cancel and terminate this Agreement and for Owner to obtain the Deposit and the interest earned thereon, if any, from Escrowee as liquidated damages, it being understood and agreed that KDG (and the Owner) is hereby releasing and waiving any right it might have either to specifically enforce this Agreement or to sue AIKG or any person or entity affiliated with AIKG for damages. This liquidated damage provision has been agreed to in view of the difficulty in ascertaining KDG's actual damages because of the uncertainties of the real estate market and fluctuating property values and the difference of opinion with respect to such matters.

11.2 **Default by KDG/Owner.** In the event of a default by KDG (or the Owner) of any of KDG's (or the Owner's) obligations under this Agreement, and such default continues for a period of fifteen (15) days after AIKG notifies KDG (and Owner) in writing of same, AIKG may, at its option, pursue any one (1) of the following two (2) remedies, as AIKG's sole and exclusive remedy for such default, it being understood and agreed that AIKG is hereby releasing and waiving any right it might have either to sue KDG, Owner, or any person or entity affiliated with KDG, or Owner, for damages:

(i) to terminate this Agreement, in which event no party shall have any further rights or obligations hereunder and the Deposit and all interest earned thereon, if any, shall be paid to AIKG, and in the event of such a default and termination after the expiration of the Due Diligence Period, and provided AIKG has deposited the additional \$100,000 as set forth in Section 1.1, the Owner shall reimburse AIKG its actual, documented, out of pocket pursuit costs up to \$350,000; or

(ii) to enforce specific performance of the Owner's obligations hereunder, including specifically the conveyance of the Subject Parcel in the condition required hereby.

## **ARTICLE 12**

### **MISCELLANEOUS**

12.1 **Notices.**

(A) All notices, demands, statements and requests required or permitted to be given under this Agreement must be in writing and shall be delivered by one of the following methods of delivery:

(i) personal service, in which event the notice shall be deemed to have been given upon actual receipt;

(ii) Federal Express, Airborne Express or another nationally recognized overnight courier service, in which event the notice shall be deemed to have been given on the first business day after the notice is deposited with the courier service (or the next business day thereafter if the notice is deposited with the courier service on a day other than a business day);

(iii) United States registered or certified mail, postage prepaid and return receipt requested, in which event the notice shall be deemed to have been given three (3) business days after the notice is deposited with the United States Postal Service; or

(iv) email, in which event the notice shall be deemed to have been given upon sending of the email.

Notwithstanding the foregoing, a notice sent by first class mail shall be effective and deemed to have been given on the date received by the party to whom it was sent.

(B) The initial addresses of the parties shall be:

AIKG: AIKG, LLC  
9299 Universal Blvd.  
Orlando, FL 32819  
Attn: Real Estate Development  
Email: notices@andrettikarting.com

with a copy to: Federman Steifman LLP  
414 North Orleans, Suite 210  
Chicago, IL 60654  
Attn: Jeffrey Friedman  
Email: jfriedman@federmansteifman.com

KDG and Owner: IMKD 6, LLC  
700 Commerce Drive  
Suite 130  
Oak Brook, IL 60523  
Attn: John Schoditsch  
john@kensingtondev.com

with copies to: BeckerGurian

513 Central Avenue, 4<sup>th</sup> Floor  
Highland Park, Illinois 60035  
Attn: Jeffrey B. Gurian, Esq.  
[jeff@beckergurian.com](mailto:jeff@beckergurian.com)

and

Seyfarth Shaw LLP  
233 S. Wacker Drive, Suite 8000  
Chicago, Illinois 60606-6448  
Attn: Kevin Woolf  
[kwoolf@seyfarth.com](mailto:kwoolf@seyfarth.com)

and

Village of Schaumburg  
101 Schaumburg Court  
Schaumburg, Illinois 60193  
Attn: Brian Townsend, Village Manager  
[btownsend@schaumburg.com](mailto:btownsend@schaumburg.com)

and

Klein, Thorpe & Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attn: Lance C. Malina  
[lcmalina@ktjlaw.com](mailto:lcmalina@ktjlaw.com)

Each party shall have the right from time to time to change its address for notice purposes upon at least three (3) days prior written notice to the other party in accordance with the provisions of this Section 12.1.

12.2 **Brokerage.** KDG hereby represents and warrants to AIKG and Owner that KDG has not dealt with any broker or finder with respect to the transaction contemplated hereby except for Broker, if any, and KDG hereby agrees to indemnify, defend and hold AIKG and Owner harmless from and against any claim for brokerage commission or finder's fee asserted by any person, firm or corporation claiming to have been engaged by KDG. AIKG hereby represents and warrants to KDG and Owner that AIKG has not dealt with any broker or finder with respect to the transaction contemplated hereby except for Broker, if any, whose commission shall be paid by KDG on the Closing Date, and AIKG hereby agrees to indemnify, defend and hold KDG and Owner harmless from and against any claim for brokerage commission or finder's fee asserted by any person, firm or corporation, other than Broker, claiming to have been engaged by AIKG. KDG shall be responsible for paying a brokerage commission to Broker upon close of and through escrow pursuant to a separate agreement with Broker.

12.3 **Condemnation.** If any portion of the Subject Parcel is condemned or parking or access thereto is taken prior to the Closing Date or if a condemnation proceeding affecting the Subject Parcel is initiated or threatened prior to the Closing Date, AIKG may elect, by written

notice to KDG, either (i) to terminate this Agreement, in which event the Deposit and the interest earned thereon, if any, shall be returned to AIKG, or (ii) to proceed to close the transaction contemplated hereby, in which event (A) the Purchase Price shall not be affected, and (B) the condemnation award insofar as it affects the Subject Parcel shall belong to AIKG, and at closing, KDG (or the Owner) shall assign to AIKG all of KDG's (or the Owner's) right, title and interest with respect to such award and shall further execute any other instrument requested by AIKG to assure that such award is paid to AIKG. If AIKG does not terminate this Agreement, it shall have the right to contest the condemnation of the Subject Parcel and the award resulting therefrom.

12.4 **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and all previous negotiations and understandings between AIKG and KDG or their respective agents and employees with respect to the transaction set forth herein are merged in this Agreement.

12.5 **Amendments and Waivers.** This Agreement may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

12.6 **Further Assurances.** The parties each agree to perform, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the closing as shall be necessary or desirable fully to carry out this Agreement and fully to consummate and effect the transactions contemplated hereby.

12.7 **Survival and Benefit.** Each of the covenants, representations, warranties, indemnities and undertakings contained in this Agreement shall survive the closing of the transaction contemplated hereby and shall inure to the benefit of and be binding upon AIKG and KDG and their respective successors and assigns. The obligations of AIKG and KDG to return or deliver or cause to be returned or delivered the Deposit, together with any accrued interest thereon, shall survive any termination of this Agreement.

12.8 **No Third Party Benefits and Assignment.** This Agreement is for the sole and exclusive benefit of the AIKG, KDG and the Owner, and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder. AIKG may assign its rights and delegate its duties under this Agreement provided that AIKG shall remain primarily liable for the obligations of AIKG under this Agreement. KDG shall have no right to assign its rights or delegate its duties under this Agreement.

12.9 **Interpretation.**

(A) The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

(B) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement. The term "hereafter" shall mean after, and the term "heretofore" shall mean before, the Effective Date.

(C) Words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders, and words importing the singular number shall mean and include the plural number and vice versa.

(D) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons.

(E) The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

(F) This Agreement and any document or instrument executed pursuant to this Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(G) Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next business day; otherwise all references herein to "days" shall mean calendar days.

(H) This Agreement shall be governed by and construed in accordance with the laws of the State in which the Subject Parcel is located. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.

(I) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both AIKG and KDG have contributed substantially and materially to the preparation of this Agreement.

(J) For the purposes of this Agreement, the phrases "to the best of KDG's knowledge," "to KDG's knowledge" and similar phrases shall imply a reasonable investigation by KDG and its agents.

(K) If AIKG consists of more than one (1) person and/or entity, the obligations of AIKG shall be joint and several as to each such person and/or entity.

#### 12.10 **State and Federal Taxes.**

(A) Pursuant to Section 1445 of the Internal Revenue Code, and the regulations promulgated thereunder (the "Code"), KDG agrees to deliver to AIKG, at or prior to the Closing Date, a certification in the form of EXHIBIT G, attached hereto and made a part hereof, executed by KDG.

(B) Each of AIKG and KDG agree to cooperate fully with the other in completing or filing any disclosure documents or in otherwise satisfying any disclosure requirements of the Code.

12.11 **Building Permit.** AIKG covenants and agrees to submit to the Owner permit ready plans and specifications of the building AIKG intends to erect on the Subject Parcel within ninety (90) days of the Village of Schaumburg's Planning Commission and Board's approval of (i) the site plan of the Subject Parcel and (ii) the elevations of AIKG's proposed building. AIKG's plans shall comply with all applicable laws.



12.12 **Disclosure of Interests.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to execution of this Agreement by AIKG, an owner, authorized trustee, corporate official or managing agent of AIKG must submit a sworn affidavit to Owner disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Subject Parcel, and every shareholder entitled to receive more than seven and a half percent (7 1/2%) of the total distributable income of any corporation having any real interest, real or personal, in the Subject Parcel, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than seven and a half percent (7 1/2%) percent interest, real or personal, in the Subject Parcel. The sworn affidavit shall in the form in EXHIBIT H attached hereto and made a part hereof.

12.13 **Enforcement.** If any party to this Agreement, being AIKG, KDG or Owner, brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs and expert witness fees for all stages of litigation, including, but not limited to, appellate proceedings, in addition to any other remedy granted.

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**IN WITNESS WHEREOF**, AIKG and KDG have executed this Agreement effective as of the Effective Date.

**KDG:**

**IMKD 6, LLC**, an Illinois limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AIKG:**

**AIKG, LLC.**,  
a Delaware limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### **Consent and Joinder**

The undersigned, as the Owner of the Entertainment Center Land, hereby executes this Agreement for the purpose of binding itself to the obligations of the Owner as set forth in the attached Agreement.

#### **Village of Schaumburg**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

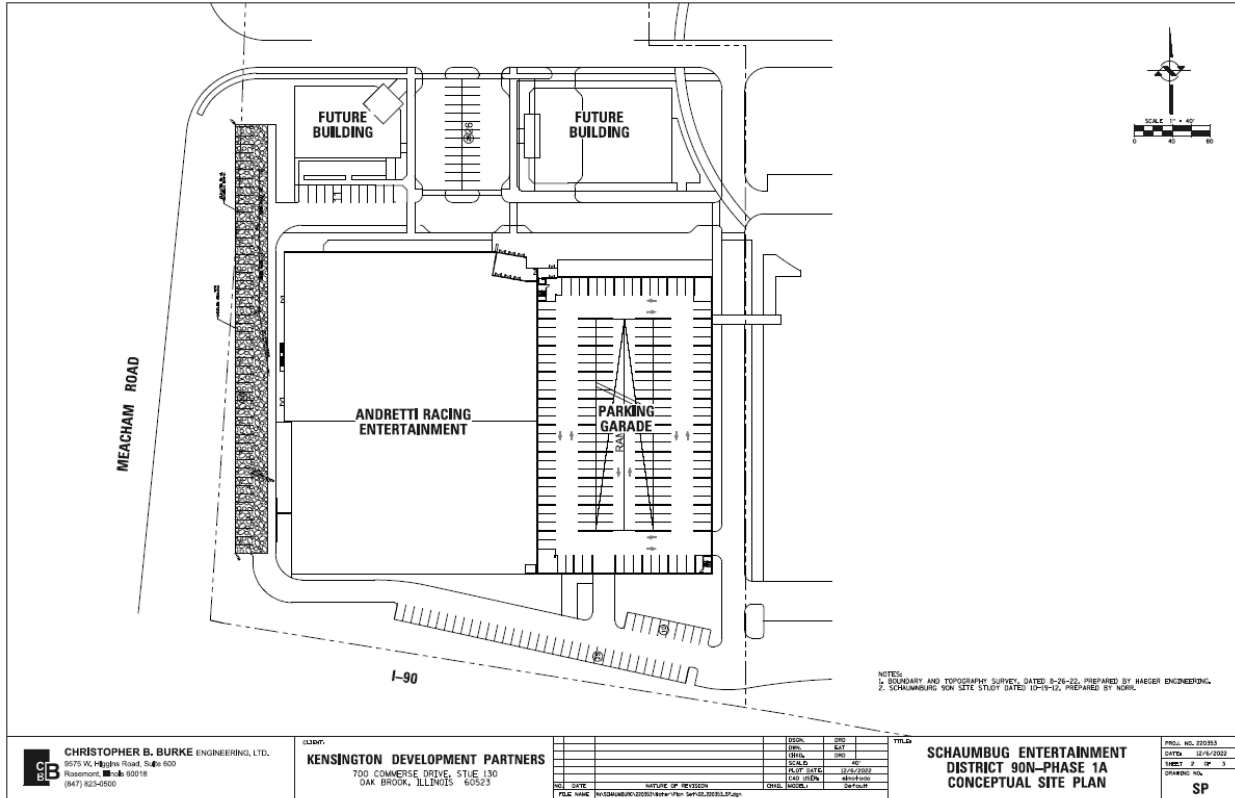
**Legal Description of the Entertainment Center Land**

THAT PART OF LOT 1 IN SCHAUMBURG CONVENTION CENTER, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 2009 AS DOCUMENT NUMBER 0926545100, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 03 DEGREES 52 MINUTES 02 SECONDS EAST ALONG WEST LINE OF SAID LOT, 65.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 52 MINUTES 02 SECONDS EAST ALONG SAID WEST LINE, 447.48 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 14 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF MEACHAM ROAD CONVEYED FOR PUBLIC ROAD PURPOSES PER DOCUMENT NUMBER 0501419054, 350.00 FEET; THENCE NORTH 06 DEGREES 07 MINUTES 43 SECONDS EAST, ALONG SAID EAST LINE 85.20 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 03 SECONDS EAST, 411.95 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 41 SECONDS WEST, 274.15 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 03 SECONDS EAST, 102.14 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 41 SECONDS WEST, 698.93 FEET TO THE NORTH LINE OF THE I-90 TOLLWAY PER DOCUMENT NUMBER 1613408150; THENCE NORTH 80 DEGREES 50 MINUTES 13 SECONDS WEST, ALONG SAID NORTH LINE, 558.25 FEET; THENCE NORTH 77 DEGREES 43 MINUTES 11 SECONDS WEST, ALONG SAID NORTH LINE, 14.51 FEET TO THE POINT OF BEGINNING.

# EXHIBIT B

## Site Plan



**EXHIBIT C**

**Legal Description of the Subject Parcel**

THAT PART OF LOT 1 IN SCHAUMBURG CONVENTION CENTER, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 2009 AS DOCUMENT NUMBER 0926545100, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 03 DEGREES 52 MINUTES 02 SECONDS EAST ALONG WEST LINE OF SAID LOT, 65.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 52 MINUTES 02 SECONDS EAST ALONG SAID WEST LINE, 447.48 FEET; THENCE NORTH 01 DEGREES 59 MINUTES 14 SECONDS EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF MEACHAM ROAD CONVEYED FOR PUBLIC ROAD PURPOSES PER DOCUMENT NUMBER 0501419054, 17.50 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 03 SECONDS EAST, 418.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 41 SECONDS WEST, 537.31 FEET TO THE NORTH LINE OF THE I-90 TOLLWAY PER DOCUMENT NUMBER 1613408150; THENCE NORTH 80 DEGREES 50 MINUTES 13 SECONDS WEST ALONG SAID NORTH LINE, 440.62 FEET; THENCE NORTH 77 DEGREES 43 MINUTES 11 SECONDS WEST ALONG SAID NORTH LINE, 14.51 FEET TO THE POINT OF BEGINNING.

## **EXHIBIT D**

### **Permitted Title Exceptions**

1. General real estate taxes not yet due and payable;
2. the REA;
3. the Redevelopment Agreement; and
4. Easements, covenants and restrictions of record which, in AIKG's sole judgment, do not interfere with or adversely affect AIKG's intended use of the Subject Parcel.

## **EXHIBIT E**

### **Survey Requirements and Certification**

The Survey shall contain the following certification:

To AIKG, LLC and [AIKG], Title Insurer and KDG:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by the American Land Title Association, the American Congress on Surveying and Mapping and the National Society of Professional Surveyors in 2021, and includes Items 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, 10, 11 and 13 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of this certification, the undersigned further certifies that the survey measurements were made in accordance with the "Minimum Angle, Distance and Closure Requirements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys." Dimensions are shown in feet and decimal parts thereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(name of surveyor)  
(registration designation)

In addition to those matters required by the above certification, the Survey shall contain the following information:

1. The Survey shall specifically state the name of the municipality in which the Subject Parcel is located. If the Subject Parcel is located in an unincorporated part of the county in which the Subject Parcel is located, the survey shall state the name of the township in which the Subject Parcel is located.
2. The legal description attached to the Survey shall precisely match the legal description attached to the Title Commitment.
3. If the legal description for the Subject Parcel consists of more than one parcel, the Survey shall depict the interior lines of each parcel with metes and bounds descriptions and the Survey shall state that the parcels are contiguous parcels with no gaps, gores, intervening owners or overlaps.
4. The Survey shall designate whether the abutting streets are private roads or public thoroughfares. If no abutting streets are public thoroughfares, the Survey shall depict the nearest abutting public thoroughfare.



5. The Survey shall state that the Subject Parcel is contiguous to all abutting streets with no gaps, gores, intervening owners or overlaps.

6. Each document listed in Schedule B to the Title Commitment shall be identified on the Survey. If the document cannot be plotted, the Survey shall state whether the document affects the Subject Parcel and if so, that the document cannot be plotted.

7. The survey shall specifically identify each encroachment of improvements over property lines, abutting streets, set back lines and easements.

8. The Net Square Footage of the Subject Parcel shall be certified in in square feet.

## **Exhibit F**

### **Building Pad and Utility Construction Requirements**

KDG, at its sole cost and expense, shall complete the following pad ready work ("KDG's Work"), which KDG shall coordinate with AIKG, and the plans for which KDG shall allow AIKG to review and comment on:

### **GENERAL REQUIREMENTS**

#### **Land Use Approvals**

KDG shall deliver the Subject Property at Closing zoned by the Village of Schaumburg for AIKG's intended use with the support and necessary exhibits provided by the AIKG team required by the municipality for the entitlement process including but not limited to elevations, landscaping, floorplans, signage package etc.

#### **Wetlands Regulatory Approvals and Mitigation Work**

Seller shall obtain any wetlands regulatory approvals required to develop the Subject Property and shall perform all mitigation work in or near the Subject Property required in order for AIKG to obtain a building permit.

#### **On and Offsite Roads and Traffic Improvements**

KDG to construct all on and offsite roadways and traffic improvements prior to AIKG opening.

#### **Force Majeure**

All KDG work is subject to a "Force Majeure Event", which shall have the same meaning as an Uncontrollable Circumstance defined in that Redevelopment Agreement by and between the Village of Schaumburg and IMKD 6, LLC, dated \_\_\_\_\_, as follows:

"Uncontrollable Circumstance" means any event which:

- (i) is beyond the reasonable control of and is not caused by the Party claiming an Uncontrollable Circumstance; and
- (ii) (i) is one or more of the following events with regard to Phase 1 of the Project:
  - a. a Change in Law;
  - b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
  - c. pandemic, epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
  - d. governmental condemnation or taking other than by the Village of Schaumburg, IL (the "Village");

- e. strikes or labor disputes, or work stoppages not initiated by KDG;
- f. unreasonable delay in the issuance of building or other permits or approvals by the Village or other governmental authorities having jurisdiction other than the Village;
- g. shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
- h. unknown or unforeseeable geo-technical or environmental conditions;
- i. major environmental disturbances;
- j. vandalism; or
- k. terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in Subsection (ii)(g) above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each business day that the Village and/or KDG is delayed in its performance under this Agreement by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) business day.

## **PAD REQUIREMENTS**

No later than ninety (90) days following the Closing, subject to a Force Majeure Event, KDG shall complete the following items of work:

### **Grading and Earthwork Requirements**

KDG to deliver a graded compacted building pad site to within +/- 0.10' of finished subgrade with netzero import/export as determined by AIKG's plans. Pad will be delivered at a minimum compaction density, per the Geotechnical Engineering Report, with a minimum soil bearing design pressure of 2,500psf. Preparation of pad shall be in accordance with the Approved Geotechnical Report. AIKG to remove foundation and utility trench soils from the property and install any necessary granular base material for support of its building improvements

### **Temporary Construction Utilities**

KDG shall arrange temporary electrical and water utilities for construction which shall be available to the Subject Parcel at a location approved by AIKG and shall consist of a water main tap and an electrical power pole. AIKG shall arrange for the temporary water and electrical meters and service, and shall pay for the consumption of temporary construction electricity and water.

The parties will agree on a mutually satisfactory delivery date for the pad and temporary utility work. If the approved date for this work falls within seasonal freezing conditions and the utility providers are unable to provide temporary service in the manner

described above, the parties shall discuss the use of temporary electric service via a generator and temporary water service via a water tank. If a generator and/or water tank are utilized, AIKG shall be responsible for consumption of generator fuel and charges for filling the water tank.

## **OTHER POST CLOSING WORK**

### **Permanent Utility Requirements**

Subject to a Force Majeure Event, KDG shall complete the following permanent utility work at the times set forth below:

KDG shall provide the main utility infrastructure for each utility service to within 5' of the building connection at locations approved by AIKG and in capacities specified in the table below.

<b>Utility Service</b>	<b>Completion</b>	<b>Capacity</b>
Sanitary	No later than 120 days following Closing	To accommodate 6" stub minimum out of grease trap/building sanitary union.
Stormwater System <sup>1</sup>	No later than 180 days following Closing	Final stormwater design pending.
Domestic Water	No later than 120 days following Closing	120 gpm, greater than 75psi; 4" line (confirmed depending on local pressure)
Fire Water	No later than 120 days following Closing	Greater than 75 psi; 12" line (to be confirmed depending on local pressure)
Electrical	KDG will use its commercially reasonable efforts to provide within 180 days following Closing	2,500 Amp Service; 480V 3phase, 4 wire. AIKG shall provide engineering drawings for utility providers use.
Gas	KDG will use its commercially reasonable efforts to provide within 180 days following Closing	Service load requires psi service, 6256 CH of gas load. AIKG must meet the Utility Providers requirements in order for the gas service to be installed.

Phone / Data	No later than 120 days following Closing	Conduit in place

### **Common Area Hardscape, Landscape**

Subject to a Force Majeure Event, no later than 240 days following the Closing, KDG shall complete all Common Area hardscape and landscape finishes up to and surrounding AIKG's building. Date is contingent on AIKG vertical construction completion and weather dependent activities.

Stormwater System. KDG to build and maintain adequate storm water quality and quantity control for AIKG's use. If offsite storm water controls are put in place for AIKG's use, KDG shall deliver an adequately stubbed storm drain to the Subject Property boundary.

**EXHIBIT G**

**Section 1445 Certification**

**EXHIBIT H**

**AIKG Disclosure Affidavit**

(attached)

State of \_\_\_\_\_ )  
 )ss  
County of \_\_\_\_\_ )

**DISCLOSURE AFFIDAVIT**

I, \_\_\_\_\_, (hereinafter referred to as "Affiant") reside at \_\_\_\_\_  
\_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, being first duly sworn and having personal  
knowledge of the matters contained in this Disclosure Affidavit, swear to the following:

1. That I am over the age of eighteen and the (choose one)  
[ ] owner or  
[ ] authorized trustee or  
[ ] corporate official or  
[ ] managing agent or  
[ ] \_\_\_\_\_ of the Property (as defined herein).

2. That the Property (as defined below) being sold to AIKG, LLC, a Delaware limited liability company  
("Buyer"), by the Village of Schaumburg, ("Seller") consisting of the following legally described property:

[INSERT LEGAL DESCRIPTION]

(the "Property"). The Property has Assessor's Permanent Index Numbers of \_\_\_\_\_.

3. That I understand that, pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement  
between the record fee owner of the Property and Buyer, Illinois State law requires the owner, authorized  
trustee, corporate official or managing agent to submit a sworn affidavit to the Buyer disclosing the identity of  
every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder  
entitled to receive more than 7½% of the total distributable income of any corporation having any interest,  
real or personal, in the Property.

4. As the [ ] owner or  
[ ] authorized trustee or  
[ ] corporate official or  
[ ] managing agent or  
[ ] \_\_\_\_\_ of the Property, I declare under oath that  
(choose one):

[ ] The owners or beneficiaries of the trust are: \_\_\_\_\_  
\_\_\_\_\_ or

[ ] The shareholders with more than 7 1/2% interest are: \_\_\_\_\_  
\_\_\_\_\_ or

[ ] The corporation is publicly traded and there is no readily known individual  
having greater than a 7½% interest in the corporation.

This Disclosure Affidavit is made to induce the Seller to convey title to the Property to Buyer in accordance with 50  
ILCS 105/3.1.

AFFIANT

**SUBSCRIBED AND SWORN** to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC



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<sup>1</sup> Stormwater System. KDG to build and maintain adequate storm water quality and quantity control for AIKG's use. If offsite storm water controls are put in place for AIKG's use, KDG shall deliver an adequately stubbed storm drain to the Subject Property boundary.