

PURCHASE AGREEMENT
BETWEEN THE CITY OF COLLINSVILLE AND WILD GAME
PROPERTIES, LLC IN RELATION TO THE PURCHASE AND
REDEVELOPMENT OF PROPERTY LOCATED IN EASTPORT PLAZA
(Formerly Gateway Fun Park)

This Purchase Agreement (“Agreement”) is made and entered into on this 28th day of October, 2025, (“Effective Date”), by and between the City of Collinsville, Illinois, (“City”), a home rule municipality in the State of Illinois, and Wild Game Properties, LLC, an Illinois limited liability company (“WGP”).

PREMABLES

WHEREAS, City is the owner of real estate located at what is commonly known as 8 Gateway Drive, Collinsville, Madison County, Illinois, together with all buildings, structures, and other improvements located thereon.

WHEREAS, WGP desires to operate a recreational, amusement, and entertainment facility consisting of a restaurant.

WHEREAS, the City has determined that the operations WGP proposes are purposes which benefit the public by providing amusement, recreational, entertainment, and social activities or opportunities to the community, which the City is otherwise authorized and empowered to provide through its own forces, but which in the opinion of the City Council, the City does not currently have the funds, expertise, or facilities to provide to the public directly.

WHEREAS, WGP has requested and City desires to sell the said property to WGP for such purposes as described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants of the parties hereto and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged by the parties, the City and WGP agree as further provided herein.

TERMS AND CONDITIONS

I. Definitions

“Abandoned” means when the use of the Premises for its intended purposes is discontinued for a period of ninety (90) consecutive days.

“Capital Improvements” means a permanent enhancement to the Premises that increases its value, prolongs its useful life, or adapts it for new uses, and do not include repairs or maintenance, which are intended to restore or upkeep a property to its original condition.

“Closing” means the delivery and exchange of all documents and other items required by this Agreement, disbursement of the proceeds of sale, issuance of a title policy and consummation of the transaction contemplated herein.

“Commencement Date” means November 1, 2025.

“Date of Closing” means the date by which all deposits are to be made or such other date as may be established for Closing pursuant to Section IV.

"Defect" or "Defects" means a lien, claim, charge, security interest or encumbrance, other than a Permitted Exception.

“Equipment” means any and all equipment that remains after the purchase of the Premises that is not considered to be a trade fixture and attached to the buildings.

“Personal Property” means movable tangible and intangible items, to the exclusion of land and anything affixed to the land or the structures thereon.

"Permitted Exceptions" means only those liens, charges and encumbrances: (i) which are listed on Exhibit B attached hereto and incorporated herein by reference, or (ii) resulting from the acts of WGP.

“Permitted Uses” means an interior and exterior recreational, amusement, and entertainment facility consisting of a restaurant, as well as the additional phases that would include any other operations customary and incidental thereto.

“Possession of Premises” or “Possession Date” means when WGP assumes physical control of the Premises and coincides with the Commencement Date.

"Property" or "Premises" means the real estate commonly known as 8 Gateway Drive, Collinsville, Illinois, and legally described on Exhibit A, together with all building(s) thereon, all easements, covenants, tenements, hereditaments and appurtenances thereunto belonging or appertaining and, without limiting the generality thereof, The City's rights, easements or other interest, if any, as well as that of any utility companies, in alleys, walls, sidewalks or other property abutting the said real estate shall remain vested with the City and not transferred.

"Title Insurer" means Abstracts and Title, 140 Regency Court, Collinsville, Illinois 62234.

II. Grant of Use

- A. In consideration of the covenants and agreements made by the respective parties hereto, City devotes and to WGP the exclusive right and privilege to use, enjoy, and occupy the Premises for the Permitted Uses as defined herein.
- B. The parties acknowledge, understand and agree that this Agreement contemplates the sale of the Premises and City shall provide only those services or perform those obligations specifically provided for in this Agreement. All other services or obligations not specifically provided for herein shall be the responsibility of or be performed by WGP.

III. Initial Term

- A. Except as otherwise provided herein, the Initial Term of this Agreement shall commence on the day following the execution of this Agreement by City and WGP ("Commencement Date") and shall end at midnight on the date of fifteen (15) months from the Commencement Date, unless sooner canceled or terminated as provided herein.
- B. Possession of the Premises by WGP shall commence on or after November 1, 2025.

IV. Payments and Ownership Transfer

- A. Purchase. Provided WGP is not in default of any of the terms of this Agreement or has not Abandoned the Premises, on or before fifteen (15) months after the Effective Date of this Agreement or upon a thirty (30) day notice to close, WGP shall pay to the City the purchase price ("Purchase Price") the sum of One Million Dollars (\$1,000,000) for the purchase of the Premises and all improvements thereon. In the event WGP is unable to purchase the Premises in a timely fashion, then this Agreement shall be deemed terminated and possession of the Premises, along with all Capital Improvements made by WGP, shall immediately revert to the City.
- B. Closing Location. Unless otherwise agreed to by the parties, closing for the transfer of ownership shall take place at Abstracts and Titles, Inc., 140 Regency Court, Collinsville, Illinois 62234 location.
- C. Conveyance of Title. At Closing, the City shall deliver to WGP a Special Warranty Deed (the "Deed"). The Special Warranty Deed will include restrictions on future use of the Premises that will prohibit sexually oriented businesses and tax exempt uses or ownership. . All state and county transfer and conveyance taxes, including documentary stamp taxes shall be paid by the City at or prior to Closing and all municipal transfer taxes shall be paid by WGP, except as hereinafter otherwise provided. Title to the Property shall be fee simple and shall be marketable and free from all liens, claims and encumbrances, except the Permitted

Exceptions.

- D. Survey. WGP may at its option order, at WGP's cost and expense, a current survey (dated after the date of this Agreement) of the Property (the "Survey") certified in favor of WGP (or its designee), mortgagee and title insurer to a date not later than thirty (30) days prior to the date of closing (which survey shall be acceptable to the mortgagee and title company and which qualifies as an ALTA certified completion survey), and which sets forth the following:
1. The legal descriptions, covenants, restrictions of record, all recorded easements (identifying easements and rights-of-way by endorsement on the survey of the recording date of the instruments creating the same) and the dimensions and total area of the Property;
 2. Interior lot lines, if any, dimensions and location of the improvements, access to public roads or highways, and the location of adjoining streets; and
 3. Building and setback lines, proximity of abutting streets (reflecting no gaps, gores, or strips) and width thereof.
- E. Preliminary Title Evidence; Title Policy. Within fifteen (15) days prior to Closing, the City, at its sole cost and expense shall deliver to WGP a title commitment (the "Title Commitment") for an owner's title insurance policy (ALTA-2024 type Form B) from the Title Insurer, in the amount of the purchase price, covering title to the Property, on or after the date of this Agreement, showing title vested in the City subject only to (a) the then current and lawfully payable Real Estate taxes and (b) Permitted Exceptions, and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing, and which, subject to the provisions of the next paragraph, The City shall so remove at that time by using the funds to be paid upon the delivery of the Deed. The Title Commitment shall contain an extended coverage endorsement over all standard general exceptions 1-4 contained in Schedule B of the Title Commitment, and endorsements in the form as requested. The Title Commitment shall be conclusive of title as therein shown as to all matters insured by the policy, subject to exceptions as therein stated. The City also shall furnish WGP an Affidavit of Title in customary form covering the Date of Closing representing that nothing has occurred since the date of Title Commitment which adversely affects title to the Property. An owner's title insurance policy issued by the Title Insurer (the "Title Insurance Policy") in the form and substances as the Title Commitment, but showing title in the name of WGP and deleting the exceptions in (c) above (or a marked-up Title Commitment showing such matters), shall be delivered to WGP at Closing.

If the Title Commitment or Plat of Survey discloses either unpermitted exceptions or survey defects which would render title unmarketable and that are not approved by WGP (herein referred to as "Survey Defects"), The City shall, at its expense, have thirty (30) days from the date of delivery thereof to have the exceptions removed from the Title Commitment or to

correct such Survey Defects or, if WGP in its sole discretion approves of same, to have the title insurer satisfactorily commit to insure against loss or damage that may be occasioned by such exceptions or Survey Defects (including a commitment to insure over such exceptions or Survey Defects in any future title insurance policies for WGP or any transferee or successor of WGP, regardless of the amount of insurance stated in said policies). If the City fails to have the exceptions removed or to correct any Survey Defects, or in the alternative, to obtain the commitment of the title company specified above as to such exceptions or Survey Defects within the specified time, or if the Title Insurance Policy is not delivered at Closing as herein required, the City shall have no liability to WGP on account thereof and WGP, as its sole remedy, may either (i) terminate this Agreement, or (ii) elect, upon written notice to the City at any time on or prior to Closing, to take title as it then is; provided, however, that, if after the date hereof the City intentionally creates any unpermitted exceptions or Survey Defects in order to deprive WGP of its rights hereunder then, in addition to its rights and remedies as aforesaid, WGP shall also have such other rights and remedies on account thereof as may be available at law or in equity. If WGP elects (i) above, this Agreement shall terminate without further action of the parties. Notwithstanding anything in this Agreement to the contrary, WGP shall not be required to close until it has received the Title Commitment, Title Insurance Policy (or a marked-up Title Commitment as required above) and survey which conform to the requirements above.

V. Temporary and Partial Use of Property by City

The City shall be granted exclusive rights after the Closing to store any equipment in the storage shed, the former go-kart shed, on the premises, as defined in XXIV. Title to Personal Property. WGP shall give the City a thirty (30) day notice if there is a need for it to begin the use of the storage shed, former go-kart shed, and on the premises.

VI. Real Estate Taxes

- A. Payment. WGP shall be responsible for the payment of all real estate taxes which may be attributed to the Premises after the Effective Date of this Agreement. On not less than an annual basis and within thirty (30) days after the last real estate taxes due and payable have been paid in full, WGP shall submit to the City copies of its paid real estate tax receipts from the Madison County Treasurer's office.
- B. Abatement. The Parties agree that after the Closing, for the purposes of tax abatements pursuant to this Section, the baseline real estate tax assessment is the last assessment prior to the Effective Date of this Agreement. In accordance with the terms of the Illinois statutes governing the Discovery Enterprise Zone, the City will abate the ad valorem real estate taxes paid by WGP and received by the City, resulting from an increase above the last assessment on the Property, as follows:

1. One Hundred percent (100%) of the increased value of the improvements, for the first assessment year in which the improvements are fully assessed, and the six assessment years immediately following the year in which the improvements were fully assessed;
2. Seventy percent (70%) of the increased value of the improvements on the seventh year following the year in which the improvements were fully assessed;
3. Forty percent (40%) of the increased value of the improvements on the eighth year following the year in which the improvements were fully assessed;
4. Ten percent (10%) of the increased value of the improvements on the ninth year following the year in which the improvements were fully assessed; and,
5. In the tenth year following the year in which the improvements were fully assessed, and for all subsequent years, the County Clerk will no longer abate real estate taxes on the improvements.
6. As a matter of clarification, the City is abating only the real estate taxes caused by an increase above the last assessment prior to the Effective Date of this Agreement; nor is the City abating any real estate taxes paid to any other government entity.

VII. Reimbursement of Replacements and Repairs

A. With certain reimbursements from the City as described herein, within twenty-four (24) months after the Effective Date, WGP agrees to advance all funds as necessary and make all necessary replacements or repairs to the following:

1. Upgrade and code compliance of the HVAC system through the Premises, including the replacement of four (4) Rooftop Units
2. Upgrade and code compliance of the exterior lighting pole and related facilities in the front parking lot, rear Go-Cart Track, Batting Cage areas, and Miniature Golf Course area.
3. Upgrade and code compliance of existing buildings and improvements on the Premises.

B. Subject to and limited by the other provisions in this Agreement, the City agrees to reimburse to WGP the sum of One Hundred Thousand Dollars (\$100,000) for HVAC system replacements or repairs to the Premises. Reimbursements under this Section shall cease upon One Hundred Thousand Dollars (\$100,000) being delivered by the City to WGP. Notwithstanding any other term or provision of the Agreement, the reimbursements payable by the City to WGP are not a general obligation of the City and are payable only from the retail sales tax revenues directly attributed to the Permitted Uses on the Premises and within sixty (60) days of actually being periodically received by the City, and from no other source, including, without limitation, the City's general revenue fund. The rebated retail sales tax revenues shall not include the City's imposed Food and Beverage tax provided for in the Collinsville Code of Ordinances, as may be amended,.

C. Nothing in this Agreement shall obligate the City to reimburse WGP for any expenses or

costs except as provided in this Section.

- D. Prior to making the reimbursements, WGP shall provide itemized invoices, receipts, cancelled checks, tax returns, or other reasonable information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify as HVAC system repairs and improvements. Each such request shall be accompanied by a certification by the WGP that such cost is eligible for reimbursement under this Agreement. If the City determines that any cost identified for reimbursement does not qualify, the City shall so notify WGP in writing as to the reasoning; whereupon WGP shall have the right to further identify, explain, substitute, or supplement other document as its application for payment.
- E. In the event the HVAC system replacements or repairs to the Premises do not exceed the sum of \$100,000, then the City shall be obligated to only reimburse WGP for the actual costs incurred and proven as provided for in this Section.
- F. In the event WGP transfer any portion of its ownership interest in the Property, then the City's reimbursement obligations pursuant to this Section shall be immediately terminated.
- G. In accordance with Section 8-11-20 of the Illinois Municipal Code (65 ILCS 5/8-11-20), the parties stipulate and agree that:
 - 1. buildings at the Property no longer comply with current building codes;
 - 1. this Agreement and the redevelopment are expected to create or retain job opportunities within the City;
 - 2. this Agreement and the redevelopment will serve to further the development of adjacent areas;
 - 3. without this Agreement the redevelopment and resulting benefits therefrom would be impossible;
 - 4. WGP meets high standards of credit worthiness and financial strength; and
 - 5. this Agreement and redevelopment will strengthen the commercial sector of the City;
 - 7. the redevelopment will enhance the tax base of the City; and.
 - 8. this Agreement is in the best interests of the City.
- H. In accordance with Section 8-11-21 of the Illinois Municipal Code (65 ILCS 5/8-11-21), the parties stipulate and agree that:
 - 1. the sales taxes reimbursement herein would not have been paid to any other local government;
 - 2. WGP does not maintain another retail location or warehouse from which tangible property will be transferred from to the City and thereby deny another local government of retail sales taxes.

VIII. Use of Premises and Tax Revenues

- A. After the Commencement Date and for the length of this Agreement WGP will:
1. Not protest any sales tax, business tax, real estate tax, or any other tax that may be considered as revenue to the City;
 2. Not attempt to convey, assign, or mortgage the Premises or any part thereof to any entity which would be exempt from the payment of sales taxes, Business District taxes, real estate taxes, or cause the nonpayment of such taxes;
 3. Cause all sales taxes, Business District taxes, or real estate taxes and assessments levied on the Premises to be paid prior to the time such they become delinquent.

IX. Acknowledgement of City's Interest in Generating Revenue

The City hereby discloses and WGP hereby acknowledges that the City may be seeking to generate revenues for general municipal purposes through the imposition of various taxes that may be assessed by municipalities in accordance with Illinois laws. WGP shall not be obligated to support the City in any way toward the imposition of such taxes. WGP agrees that it will not file an appeal, a lawsuit, or in any way oppose any such taxes so long as such taxes are customary and reasonable and generally imposed upon other persons or properties within the City's jurisdiction and not just WGP. The City shall not pass any Ordinance that individually targets WGP to increase any sales tax, business tax, real estate tax, or any other tax that may be considered as revenue to the City for the term of this Agreement.

X. Utilities

WGP shall pay the cost of all utilities or other services consumed in its operations hereunder; and shall repair and replace all electrical, mechanical, ventilation and other systems required hereunder and shall provide, at its expense, all electric lamps or tubes, air conditioning or heating filters, and any other expendable or consumable supplies or items necessary for its purposes hereunder. WGP acknowledges and agrees that City shall have no liability for blackouts, brownouts, or any other cessation, interruption, or failure of the utilities or public services.

XI. Condition and Use of the Premises

- A. WGP shall maintain the Premises in a condition that is compliant with the City's Code of Ordinances. WGP shall keep the Premises clean and free of debris and trash. WGP shall ensure that all equipment, walls, floors, counters, and other surfaces are cleaned and sanitized frequently, and remains clean at all times. WGP further agrees and understands that the Premises are to remain free of hazardous conditions.
- B. All garbage, trash and refuse resulting from WGP's use of the Premises for the purpose(s) stated herein shall be placed in appropriate containers at the holding area and shall be promptly removed by a solid waste contractor at WGP's expense in accordance with

applicable provisions of law.

- C. WGP shall do nothing, and shall permit nothing to be done, that may interfere with the drainage or sewerage systems, fire hydrants, heating and air conditioning systems, electrical systems, domestic hot or cold water line or fixtures, gas, fire suppression systems, fire alarm systems, or plumbing in the Premises. WGP shall be responsible, at WGP's expense, for any/all repairs, replacement or maintenance of any system, line, fixture, or hydrant damaged or in need of maintenance as a result of WGP's use of the Premises for the purposes stated herein or use by WGP's agents, sub-lessees or others deriving a right of use of the Premises from WGP pursuant to the terms of this Agreement.
- D. WGP shall use its best effort to preventing grease, oils and other substances (collectively as deposits) from entering waste lines, drains, and sewers and shall be responsible for removal of all such deposits from lines, drains and sewers at its expense.
- E. WGP shall take appropriate action to exterminate and prevent the presence of rodents and other vermin in the Premises at its expense.
- F. Notwithstanding the need for investigation of circumstances, WGP shall immediately remove and properly dispose of any deceased animals from the Premises.
- G. WGP shall, at WGP's expense, reserve and maintain all landscaping currently existing on the Premises during the term of this Agreement and may, at WGP's expense, install fencing and other decorative or security measures necessary for its operations hereunder. All fencing and other decorative or security measures shall be installed by WGP in accordance with the provisions of this Agreement. WGP may replace any and all landscaping currently existing on the Premises; however, any replacement landscaping shall be installed, preserved and maintained in accordance with applicable provisions of the City's Code of Ordinances.
- H. Environmental Conditions. WGP shall have obtained a written environmental assessment report (the "Environmental Report") prepared by an engineering firm acceptable to WGP verifying that the Property is free from the release, threatened release, storage, generation, transportation, reclamation, recycling, or disposal of any Hazardous Materials, or non-compliance with any Environmental Laws. The environmental assessment shall be performed by either an engineering company or an environmental consulting firm selected and paid by Purchaser. Purchaser shall return the Property to the condition it was in prior to such entry and work, including the compaction or removal of any disrupted soil or materials. All inspections, tests, and any other work conducted on, or materials furnished to, the Property by or for the Purchaser's benefit shall be paid for by Purchaser as and when due. Purchaser agrees to cause the engineering company or consulting firm to furnish Seller with a copy of

the Environmental Report (or any drafts or related materials) simultaneously with furnishing the same to Purchaser. If the Environmental Report reveals any Hazardous Materials or non-compliance with any Environmental Laws, then WGP may request that Seller remediate the same. Seller shall not be obligated to remediate such Hazardous Materials or non-compliance with any Environmental Laws and shall not be liable to WGP for its failure or refusal to do so; provided, however, that if Seller fails or refuses to promptly remediate such Hazardous Materials or non-compliance with any Environmental Laws to the sole satisfaction of WGP, then Purchaser, as its sole remedy, shall have the option to terminate this Agreement at any time prior to Closing, or WGP may close this transaction without abatement of the Purchase Price, in which case Seller shall not be obligated to remediate such Hazardous Materials or non-compliance with any environmental laws.

- I. Other Conditions of Property. The parties agree that prior to the Possession Date, access for full inspection of the Premises will be granted to WGP and/or its agents or authorized representatives. The City shall not be held to any covenant, or deemed to have made any representation or warranty, respecting the condition of the Property, or to any contract for alterations, improvements, or repairs related thereto. THERE ARE NO WARRANTIES OF THE CITY REGARDING THE FITNESS OR CONDITION OF THE PREMISES, THERE IS NO OBLIGATION ON THE PART OF THE CITY TO MAKE RENOVATIONS, REPAIRS OR IMPROVEMENTS THERETO. IT IS UNDERSTOOD AND AGREED THAT WGP IS TAKING POSSESSION OF AND BUYING THE PROPERTY THE CONDITION "AS IS" AS OF THE POSSESSION DATE. ANY REPAIRS, MAINTENANCE, DEFECTS, OR IMPROVMENTS TO THE PREMISES BETWEEN THE POSSESSION DATE AND THE DATE OF CLOSING, INCLUDING NORMAL WEAR AND TEAR, SHALL BE THE RESPONSIBILITY OF WGP.

XII. Alterations to the Premises

- A. Except as otherwise provided herein, WGP shall be permitted to make alterations, additions, or improvements, including Capital Improvements, to the Premises during the Term of this Agreement subject to the following conditions.
- B. All alterations, additions or improvements made by WGP to the Premises shall be made at WGP's expense and shall, if and to the extent same cannot be removed from the Premises without substantial damage to themselves or the Premises, immediately become the property of City upon the expiration or termination of this Agreement without any obligation for payment by City to WGP, but are subject to Transfer of Ownership of the Premises to WGP as provided for in this Agreement. For purposes of this paragraph, "substantial damage" shall mean alteration of the structure, walls, or its component parts

such that the property decreases in value.

- C. Plans and specifications for any alterations, additions or improvements to the Premises of whatever nature shall be submitted to City for approval at least ten (10) working days prior to commencement of work by WGP. Such alterations, additions or improvements shall be *ipso facto* approved by the City unless the City provides notice to WGP within the aforesaid ten (10) day period that such alterations, additions or improvements are not approved. The City shall not be unreasonable with respect to the approval or disapproval of any alterations, additions or improvements. Notwithstanding any other provision in this Agreement, all alterations, additions or improvements submitted to and approved by City shall be performed in accordance with the laws of the State of Illinois, applicable provisions of the City's Code of Ordinance and other applicable laws, statutes and regulations.
- D. WGP acknowledges, understands and agrees that without written approval from the City, no alterations, additions or improvements shall be made to the Premises which change the structural integrity of the building. The City shall not be unreasonable with respect to the approval or disapproval of any alterations, additions or improvements. Notwithstanding anything to the contrary set forth herein, WGP shall not be required to obtain City's approval of any alterations, additions or improvements within the Premises which do not change the structure thereof or do not require a building permit.

XIII. Maintenance and Repair

- A. Beginning with the Possession of the Premises and except as otherwise provided herein, WGP shall be responsible for maintenance and repairs to and replacements of the Premises as follows.
- B. The City agrees that the fire suppression system is in good working order at the Commencement of this Agreement.
- C. WGP shall be responsible at its sole expense to maintain, repair and replace any damage to the Premises and any equipment located thereof or therein, including lighting, fire suppression system, air conditioning and heating equipment, such that all buildings and equipment shall be operational and in a safe, clean, structurally sound and watertight condition, such work to include without limitation, structural repair and replacement, or reconstruction, as necessary, of mechanical, electrical, plumbing, heating, air conditioning, landscape, parking areas and paving.
- D. WGP shall take good care of the Premises and keep them free from waste, nuisance or damage, including damage from termites or other pests throughout the Term of this Agreement. If WGP does not exercise its option to purchase the Premises, at the expiration

or termination of this Agreement for any cause, WGP shall deliver the Premises to City clean and free of trash and debris and in good repair and condition, along with all Capital Improvements having been made to the Premises in good working order, reasonable wear and tear excepted.

XIV. Indemnity and Hold Harmless

WGP shall indemnify, defend and hold City harmless against any and all claims, demands, suits, judgments or sums of money to any party accruing against City for loss of life or injury or damage to persons or property growing out of or resulting from, or by reason of any act and/or omission of WGP, its agents, officers, servants, employees, contractors, lessees or sub lessees, or resulting or arising from or in connection with WGP's use of the Premises. WGP shall also hold City harmless against all claims and/or liens for labor, services or materials furnished to WGP in connection with WGP's use of the Premises.

XV. Insurance

- A. WGP shall, at its own expense, always provide and maintain certain insurance in full force and effect during the term of this Agreement and any extensions thereto. Such insurance, at a minimum, shall include the following coverages and limits of liability.
- B. Commercial General Liability Insurance in an amount not less than a combined single limit of \$2,000,000.00 per occurrence. This policy should be endorsed to name City as an additional insured. It is City's intent that the policy coverages should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than \$1,000,000.00; otherwise WGP shall provide a \$2,000,000.00 per project aggregate applicable for the provisions of this Agreement.
- C. All coverage provided for herein shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Illinois and having an A.M. Best Company rating of B+VII or better. City reserves the right to inspect all insurance policies required pursuant to this Agreement, prior to Commencement of the Initial Term and anytime thereafter.
- D. Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form provided by City simultaneously with the execution of this Agreement by WGP. The said Certificate of Insurance shall name the City of Collinsville as an additional insured as indicated herein and shall include a provision that in case of cancellation or any material change in the coverage required herein, City shall be notified thirty (30) days prior to any such change or cancellation. Said provision shall include

cancellation for non-payment of premium. In addition, WGP shall be liable for all its subcontractor's insurance coverage of the types and in the amounts stated above and shall furnish City with copies of such Certificates of Insurance.

- E. WGP and all its insurers shall, regarding the above stated insurance, waive all right of recovery or subrogation against City, its officers, agents or employees and its insurance company(ies).
- F. WGP shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970, as amended, and those of all applicable federal and state laws during the period of WGP's occupancy of the Premises. WGP shall indemnify City for fines, penalties and corrective measures that result from the acts of commission or omission of WGP, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
- G. City shall give WGP prompt notice in writing of the institution of any suit or proceedings and permit WGP to defend same, and will give all needed information, assistance, and authority to enable WGP to do so. WGP shall similarly give City immediate notice of any suit or action filed or prompt notice of any claim arising pursuant to the terms of this Agreement and shall furnish immediately to City copies of all pertinent papers received by WGP related to WGP's operations, use and occupancy of the Premises.
- H. City may maintain a fire and extended coverage insurance policy covering the Premises for the replacement value thereof.

XVI. Assignment, Mortgage, and Sub-Lease

- A. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. WGP shall not assign or mortgage this Agreement or transfer any interest in same without the prior written consent of the Corporate Authorities of the City, which shall not be unreasonably withheld. WGP may, without such written consent, from time to time, one or more times, sublease or grant rights to third parties to use all or parts of the Premises for the purposes for which the Premises are hereby let, but for not more than two consecutive days at a time and not to exceed 30 days per calendar year to any one person or affiliated entities.. No assignment or sublease approved by City shall in any way release WGP from its obligations hereunder.

XVII. Acknowledgement and Condition of Premises

- A. Upon the Commencement Date of this Agreement, WGP agrees to accept the Premises in "As Is" condition and acknowledges that the property which is the subject of this Agreement may be defective in its premises. WGP does explicitly assume this Agreement and use of the Premises with full liability at all times and to all persons for all defects of or on the Premises, known or unknown, or other applicable provisions of law.
- B. WGP agrees to keep the Premises in a safe condition and to indemnify, defend and hold the City harmless from any and all liability and from any injury or damage(s) arising from or connected with the condition of the Premises and/or WGP's use of same, provided that such obligation shall not include the obligation to indemnify, defend or hold City harmless for any obligation of City to maintain the facility. City shall not be liable or responsible for any damage to WGP's property or the property of others located on the Premises, nor for the loss of or damage to any property of WGP or of others, by theft or otherwise.
- C. All property of WGP kept in or stored on the Premises shall be so kept or stored at WGP's risk, and WGP shall hold City harmless from any claims arising from or connected with or damage to or loss of any such property, except as to any insurance proceeds that may be obtained due to a loss from any casualty that maybe insured. The City shall not be held accountable, responsible or liable to WGP its employees, sub lessees, patrons, visitors or any other persons on or about the Premises for any damage to person or property caused by, connected with, or arising from the conditions of the Premises or the act or negligence of WGP, its employees, patrons, or other, nor by other WGPs, nor by fire, explosion, falling plaster, or other materials, steam, gas, electricity, water, rain, sleet, snow, hail, or from leaks from any part of the Premises, or from the roof, street, or subsurface or from any other place, or by dampness or by occupants of contiguous or adjacent property, or the public, or from any damage caused by operations in connection with any construction or demolition, or by any other cause or catastrophe whatsoever.

XVIII. Right of Entry

- A. The City, its agents, officers or assigns, shall have the right to enter the Premises at any time throughout the Initial Term of this Agreement for the following purpose(s):
 - 1. Inspecting the general condition and state of repair of the Premises;
 - 2. Performing such maintenance as may be required of City pursuant to this Agreement;
 - 3. Taking any emergency action which City deems necessary to protect the Premises;
 - 4. Accessing the storage shed; and,
 - 5. For any other lawful and reasonable purpose.
- B. Notwithstanding an event that threatens immediate damage to person or property, the City shall provide WGP with twenty-four (24) hours' notice of its intention to exercise the rights granted herein.

XIX. Termination

Subject to the provisions below and except as otherwise provided in this Agreement, this Agreement may be terminated by City or WGP as follows:

- A. Termination for Convenience. WGP may, without cause, terminate this Agreement in whole or in part at any time at its convenience after providing City ninety (90) days advance written notice of such termination. WGP's failure to include a termination for convenience clause in any subcontract, purchase order, agreement or any other document or writing related to this Agreement shall not subject City to liability to any sub lessee or other person for damages or otherwise resulting from or in conjunction with WGP's election to terminate this Agreement for its convenience. The City shall have no obligation to attempt to re-lease the Premises to a third-party.
- B. Termination for Cause. The City may terminate this Agreement in whole or in part should WGP fail to utilize the Premises for one or more of the Permitted Uses or construction thereon for a period of ninety (90) days. The City shall provide WGP with at least thirty (30) days advance written notice of its intention to terminate this Agreement for such cause, and the City shall incur no liability to WGP for such termination. WGP's failure to include a clause for termination for this reason in any subcontract, purchase order, agreement or any other document or writing related to this Agreement shall not subject the City to liability to any sub lessee or other person for lost profits or otherwise resulting from or in conjunction with termination for this cause and WGP expressly waives any damages, delay damages, or indirect costs which may arise from termination of this Agreement in whole or in part for this cause.
- C. Additional Termination Rights. Either party may terminate this Agreement in whole or in part for:
 - 1. Breach or other default on the part of the other party relating to this Agreement in which case, the non-defaulting party shall be entitled to all benefits, remedies, or rights afforded by law; or
 - 2. Upon or after the happening of any one of the following events:
 - a. The filing by any party of a voluntary petition in bankruptcy; The institution of proceedings in bankruptcy against any party and the adjudication of either party to this Agreement as a bankrupt pursuant to such proceedings;
 - b. The taking by a court of competent jurisdiction of either party's assets pursuant to proceedings brought under the provisions of any Federal Reorganization Act. Any involuntary proceedings based on insolvency statutes shall not be the basis for termination unless the party against whom the proceedings are instituted shall fail to secure the dismissal of the proceedings within one hundred twenty (120) days after the filing of such involuntary proceedings; and

- c. Damage or destruction of the Premises by fire, tornado or other casualty to such an extent that they are rendered untenable or substantially unfit for the purpose for which they were provided for herein unless same may be repaired by City or WGP using the proceeds of insurance providing coverage for loss to the structures of the Premises.

XX. Notices

Notices, demands, and correspondence to the City and WGP shall be sufficiently given if dispatched by pre-paid first-class mail, or via email, or facsimile to the addresses of the parties as designated. Notices sent via first-class mail shall be deemed effective two (2) business days after they are postmarked and notices sent via email shall be deemed effective on the date sent if they are sent before 5:00 pm; if they are sent after 5:00 pm they shall be deemed effective on the following day. The Parties hereto may, from time to time, advise the other of new addresses for such notices, demands, or correspondence.

To City:

Mayor or City Manager
125 South Center Street
City of Collinsville, IL 62234
Email: citymanager@collinsvilleil.org

To WGP:

Ryan Wiggins, or Mark Hannah
8 Gateway Drive
Collinsville, IL 62234
Email: rwiggins99@yahoo.com, or
stlskateway@gmail.com

Copy to:

Steve Giacoletto
Giacoletto Law Firm
30 Summer Tree Lane
Collinsville, IL 62234
sgiacoletto@scglawoffice.com

Todd Sivia
Sivia Law
217 South Main Street
Edwardsville, Illinois 62025
tw@svialaw.com
pleadings@svialaw.com

XXI. Prohibited Activity

The Premises shall not be used by WGP or any sub lessee at any time for any partisan political purpose or to further the election or defeat of any candidate for political office. The Premises shall not be used by WGP or any sub lessee at any time for any purpose or activity in violation of City ordinance, state laws, or federal laws. WGP shall not permit the use of the Premises for any purpose other than as stated in this Agreement.

XXII. Surrender of Premises

Subject to being eligible for the transfer of ownership of the Premises, upon the revocation, expiration, or termination of this Agreement with or without cause, WGP shall immediately surrender possession of the Premises to City by actual delivery of all keys to City's authorized representative. Should WGP fail to deliver such possession, WGP consents to pay liquidated damages in the amount of Five Hundred Dollars (\$500.00) per day for each day of WGP's failure to surrender possession of the Premises after proper notice.

XXIII. Third Party Liens

WGP shall keep the Premises free from all levies, liens, attachments encumbrances or claims. WGP shall, at WGP's option, within twenty (20) days after receiving notice of any lien for material or work performed or claimed to have been performed on the Premises on WGP's behalf, except for work contracted by City, either discharge the lien or obtain its release by posting an appropriate bond. If WGP shall post a bond, it shall contest the validity of the lien, and agrees to hold City harmless for losses from such lien.

XXIV. Title to Personal Property

Without prejudice to the rights of the City, all personal (movable) property that within sixty (60) days of the Effective Date is not otherwise removed or stored by City as provided for in this Section, shall be owned by, and belong to WGP or its sub lessee. All benefits and burdens of ownership of the remaining personal property shall be and remain in WGP or such sub lessee during the Term of this Agreement. Exceptions to the foregoing personal property being owned by WGP is that for sixty (60) days after the Closing date, the City is permitted to utilize and access:

1. the pole barn, batting cage area, and small shed on the Property for storage purposes;
2. restrooms on the Property;
3. ten (10) parking spaces;
4. the existing space for locating and servicing a dumpster maintained by the City; and
5. a separate electric service at the maintenance building to be directly paid by the City or reimbursed to WGP.

XXV. Event of Default and Cure

- A. The following shall constitute an "Event of Default" under this Agreement:
 1. Default by either party of any term or condition contained in this Agreement.
 2. WGP's failure to pay all costs related to any work performed on the Premises or costs related to the maintenance or repair of any equipment or item located thereon within thirty (30) days such expense is incurred.
- B. Notwithstanding the foregoing, WGP shall not be in default under this Agreement following the occurrence of an Event of Default unless and until City has provided WGP

with a thirty (30) day opportunity for corrective action pursuant to a written notice. The notice shall specify the nature of the Event of Default and the actions required to be taken to cure the Event of Default, provided however, that, if, in City's reasonable judgment said Event of Default is not capable of being cured within said thirty (30) day period, then WGP shall have such additional time as City deems necessary to cure such Event of Default, provided, however, that such extension of time shall not be deemed a waiver of any rights and/or remedy of the City with respect to this Agreement. Notwithstanding the foregoing, if an Event of Default cannot be cured by reasonable corrective action by WGP within the aforesaid periods, but WGP has commenced reasonable corrective action to cure the Event of Default, then such periods shall be extended in WGP's favor during the time that WGP exercises reasonable diligence in pursuing such corrective action.

- C. Upon the occurrence of an Event of Default which is not cured in accordance with the provisions of this Section, the non-defaulting party shall be entitled to take such action as it deems necessary or advisable to protect and enforce its rights and remedies hereunder without impairing or otherwise affecting any of its rights and remedies under this Agreement, in which case, the non-defaulting party shall be entitled to reimbursement for all costs and expenses.
- D. Notice of termination of this Agreement on account of an Event of Default by either party shall be by written notice to the defaulting party in accordance with the provisions of this Agreement.

XXVI. Forfeiture of Rights Upon Default

Upon termination of this Agreement due to the default of the WGP, all rights, powers, privileges and authority granted to the WGP under this Agreement shall immediately cease, and the WGP waives any and all claims it may have against the other party and its elected or appointed officers and employees who are acting within the scope of their duty that may arise as a result of such termination.

XXVII. Mediation

Any dispute between City and WGP relating to the interpretation and enforcement of their rights, obligations and remedies under this Agreement, prior to litigation, a good faith attempt shall be made to resolve the dispute by mediation in accordance with the following provisions. Such mediation shall take place at Miles Mediation & Arbitration in St. Louis, Missouri with each party to bear their own costs and fees.

XXVIII. Damage or Destruction of Premises

- A. Event. If the building or other improvements on the Premises should be damaged or destroyed by fire, tornado or other casualty through no fault of WGP, WGP shall immediately give written notice thereof to the City.
- B. Partial Damage or Destruction of Premises. If the buildings or other improvements on the Premises should be damaged by fire, tornado or other casualty through no fault of WGP and such damage affects the Premises but not to such an extent that the rebuilding or repair cannot reasonably be completed within sixty (60) days from the date of written notification by WGP to the City of the happening of the damage, the City shall, but shall be under no obligation beyond utilizing the proceeds of insurance coverage upon the structure of the Premises to, at its sole cost, proceed forthwith and use reasonable diligence to rebuild or repair such buildings and other improvements on the Premises to substantially the condition they were in prior to such damage. To pay for such work, the City shall be entitled to use proceeds from any fire and extended coverage insurance policy of WGP covering the Premises, provided that the City shall not be entitled to use any proceeds that are not payable for the replacement of or repair of any damages to the structure of the Premises, such as proceeds payable for loss of personal (movable) property or business interruption. Other than the City's obligation to rebuild or repair such buildings and improvements utilizing proceeds of insurance maintained by the City and any proceeds of any insurance maintained by WGP, if any, the City shall have the option to rebuild or repair such buildings and other improvements on the Premises to substantially the condition they were in prior to such damage.
- C. Substantial or Total Damage or Destruction of Premises. If the building or other improvements on the Premises should be substantially or totally destroyed by fire, tornado or other casualty through no fault of WGP, or so damaged that the rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) days from the date of written notification by WGP to the City of the happening of the damage, then the City shall have a reasonable estimate of the time it will take to restore the Premises to at least the same condition existing immediately before such damage or destruction. If such period exceeds one hundred twenty (120) days from the date of destruction or damage, WGP may, at its option, terminate this Agreement by giving notice thereof to the City within ten (10) days of its receipt of the estimate of time required to rebuild and/or repair the Premises, and this Agreement shall be deemed to have terminated as of the date of such notification or upon such date as mutually agreed upon by the City and WGP. WGP shall have no obligation hereunder other than to pay rent accrued to the date of destruction. If WGP either does not give notice to the City that it has exercised its option to terminate this Agreement or gives notice to the City that it elects for this Agreement to be maintained notwithstanding that such rebuilding and/or repair shall take more than one hundred twenty (120) days, then the City shall proceed forthwith and use reasonable diligence to rebuild or repair such buildings and other improvements on the Premises to substantially the condition

they were in prior to such damage. The City may use the proceeds of any insurance covering the Premise to make such restoration, or if this Agreement terminates, the City shall be entitled to the entire proceeds of any and all policies of fire and extended coverage insurance on the Premises, including any policy of WGP to the extent that the proceeds from the policy of the City are insufficient, which may be paid in connection with the happening of the damage, provided that the City shall not be entitled under any circumstance to use any proceeds that are not payable for the replacement of or repair of any damages to the structure of the Premises, such as proceeds payable for loss of personal (movable) property or business interruption.

- D. City Obligations. Notwithstanding the foregoing paragraphs B and C of this Section, the City shall have no obligation to rebuild or repair buildings or other improvements on the Premises if the amount of the loss of such buildings or other improvements exceeds fifty (50%) percent of the total cost of replacement of all buildings and improvements on the Premises as of the date of loss of such buildings or other improvements.
- E. Damages During Repairs. In the event the Premises are damaged or destroyed by fire or other casualty through no fault of WGP and WGP thereby is deprived of the use of a portion of the Premises during rebuilding or repair, an equitable adjustment in the rent or the loss of use claim shall be made to WGP's insurance carrier. If the damage or destruction is so extensive that the Premises are rendered unusable and WGP is required to vacate the Premises during rebuilding and repair, the whole of the rent shall be abated during the period of time which reasonably would be required to restore the Premises to substantially the condition they were in prior to the happening of the damage provided such damage is not caused by the negligence or fault of WGP or its employees, agents, sub lessees, customers or visitors.

XXIX. Signs

WGP may, at its expense, erect and install signs on the Premises. All signs shall be placed, erected and installed by WGP in accordance with applicable provisions of the City's Code of Ordinances and other applicable provisions of law.

XXX. Compliance with Laws

WGP shall comply with all applicable provisions of law, including but not limited to the requirements contained in the City's Code of Ordinances in its operations in the Premises.

XXXI. Non-Exclusive Remedy

The remedies provided the parties herein upon shall not be considered as exclusive, but instead shall be cumulative and shall not affect any other right or remedy available to either party.

XXXII. Non-Waiver of Default

The failure to take advantage of any default or breach of any term or condition of this Agreement by either party shall not be implied nor construed to be a waiver thereof. Waiver of a particular breach or default shall not be considered continuing as to a subsequent breach or default of the same nature.

XXXIII. Non-Waiver of Remedies

No failure of either party to exercise any power or right given hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.

XXXIV. Delay

It is expressly understood that failure or delay on the part of any party hereto in the performance, in whole or in part, of the terms of this Agreement, if such failure is attributable to acts of God, fire, flood, inevitable accidents, riots, insurrection, public commotion, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other unforeseen causes of interference with personnel, sales, source of supplies, production, transportation and delivery, and for any cause beyond the control of either party hereto shall not constitute a breach hereof nor a default hereunder.

XXXV. Applicable Law and Venue

The parties agree that this Agreement shall be governed by the laws of the State of Illinois, without reference to conflict of law provisions that may refer the resolution of such dispute to laws of another state for decision, and that the venue of any litigation arising under this Agreement following mediation shall be in the Circuit Court of Madison County, Illinois.

XXXVI. Non Discrimination

WGP, for itself, its successors in interest and assigns, as a part of the consideration hereof, does covenant and agree that (1) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, disability, ancestry, national origin, sexual orientation, gender identity, or political or religious affiliations in the use of the Premises for WGP's purposes with regard to this Agreement; (2) in the furnishing of services thereon, no person shall be excluded from participation herein, denied the benefits of, or otherwise be subject to discrimination on the grounds of race, creed, color, sex, age, disability, ancestry, national origin, sexual orientation, gender identity or political or religious

affiliation; and (3) no person shall be denied employment, promotion, or any other benefits of employment on the grounds of race, creed, color, sex, age, disability, ancestry, sexual orientation, gender identity, or political or religious affiliation, or national origin. To this end, WGP covenants and agrees to comply with all applicable state, federal and local rules, executive orders and laws. Failure to comply with any of the terms of this provision shall be cause for termination of this Agreement. To the extent that the indemnity provision may be interpreted to apply to matters agreed to in this provision, City shall not defend, indemnify or otherwise be accountable to WGP or any third party for any actions taken by WGP contrary to the provisions of this Section.

XXXVII. Sales Tax Financial Records

- A. WGP agrees to maintain financial records pertaining to all matters relative to sales taxes generated on the Premises and retain all such related records and support documentation for the Term of this Agreement.
- B. WGP shall permit the audit by, and disclosure to, the City or its designated representative, of all such related records and support documentation relative to sales taxes generated on the Premises.

XXXVIII. Counterparts

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

XXXIX. Severability

In the event any provision or item of this Agreement is held invalid or unenforceable by any court, such invalidity shall not affect other provisions or items of this Agreement which can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.

XL. Captions and Headings

The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of this Agreement or the scope or intent thereof, nor in any way affect the same.

XLI. Entire Agreement

Except for any exhibit or attachment as may be affixed hereto, and made a part hereof and

properly identified herewith, this Agreement constitutes the entire agreement between the parties relative to the Premises and shall not be otherwise affected by any other purported undertaking, whether oral or written.

XLII. Representations

A. The City and WGP hereby represent and warrant that:

1. They have full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings.
2. This Agreement constitutes the legal, valid and binding obligation of the City and Developer, enforceable in accordance with its terms.
3. At their own discretion and costs, either party may record this Agreement in full, or in short-form memorandum, with the Madison County Recorder's Office.

IN WITNESS WHEREOF, the City and WGP have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

[SIGNATURE PAGE FOLLOWS]

CITY OF COLLINSVILLE, ILLINOIS

By: _____
Jeff Stehman, Mayor

Attest: _____
Kimberly Wasser, City Clerk

WGPWILD GAME PROPERTIES, LLC

By: _____
Ryan Wiggins, Manager/Member

By: _____
Mark Hannah, Manager/Member

EXHIBIT A
Description of Premises

Lot 2 in Gateway Subdivision, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Cabinet 60 Page 21, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

Commonly known as: 8 Gateway Drive, Collinsville, IL 62234

Permanent Parcel No. 13-2-21-29-00-000-021