Attachment G

RESOLUTION NO. 53-21

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A TIF PURCHASE AND REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND PRIME DATA CENTERS, LLC (BUSSE-ELMHURST TIF)

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached documents marked:

TIF PURCHASE AND REDEVELOPMENT AGREEMENT

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: 5 NAYS: 0 ABSENT: 1

PASSED this 14th day of September 2021.

APPROVED this 14th day of September 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

September 9, 2021

PURCHASE AND REDEVELOPMENT AGREEMENT

THIS PURCHASE AND REDEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 23 day of September, 2021 by and between the Village of Elk Grove Village, an Illinois home rule municipal corporation located in Cook and DuPage Counties, Illinois (the "Village"), and Prime Data Centers, LLC, its nominee or assigns (the "Developer"). Developer and Village are sometimes referred to herein as a "Party" or "Parties."

RECITALS

A. The Developer has represented to the Village that it is desirous of acquiring six (6) parcels of real property consisting of approximately 24.19 acres to be developed in the Village of Elk Grove. The Parcels are legally described in Exhibit A, showing Parcels A through F attached hereto (the Parcels are collectively referred to as the "Property" or "Properties"). The Parcels have been labeled as Parcels A, B, C, D, E and F ("Parcel" or "Parcels") as depicted on the map attached hereto as Exhibit B.

B. The Properties are located in "Redevelopment Project Areas," either in existence or in the process of being created. "Redevelopment Project Area" shall have the same meaning as that term is defined by the Illinois Tax Increment Relocation Act (65 ILCS 11-74.4-1 *et seq.*) (the "Act"). This Agreement shall be construed to comply with the requirements and limitations of the Act.

C. Developer has represented to the Village that if the Village is able to acquire all or a certain portion of the Property, the Developer will construct, develop and operate data center buildings ("Data Center Buildings") along with certain public and site related improvements as may be reasonably required by the Village or other governmental

authorities having jurisdiction over the Property. The acquisition of the Property (or the applicable portion thereof), construction and development of the Data Center Buildings and the public and site related improvements are collectively referred to herein as the "Project".

D. The Village is currently the owner of Parcels A and B and will diligently pursue acquiring or contracting to acquire the remaining four Parcels; once assembled, the Village has agreed to then sell the Properties to Developer subject to the terms and conditions set forth and agreed to herein.

E. The Village, after due and careful consideration, has concluded that the construction and development of the Project as provided herein will further the growth of the Village, increase the assessed valuation of the real estate within the Village, generate increased utility taxes, enhance the aesthetics and appearance of the applicable Business Park, foster increased economic activity within the Village, and otherwise be in the best interests of the Village and the overlapping taxing districts by furthering the health, safety, and welfare of its residents and taxpayers.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I
RECITALS PART OF AGREEMENT

The recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

II
MUTUAL ASSISTANCE

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption by the Village of such ordinances and resolutions), as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

III
REDEVELOPMENT PROJECT

3.01. General Description of Project.

A. Private Investment. Developer has represented to the Village that it is prepared to invest or cause to be invested private funds in an amount of approximately One Billion Dollars ($1,000,000,000) in aggregate (from Developer and from third-party customers leasing space in the Data Center Buildings) in the construction of the Project and installation of IT equipment therein, and further acknowledges that this representation is the Village's primary motivation in entering into this Redevelopment Agreement and the purchase and sale agreements described herein.

B. Purchase and Sale of Parcels. The full development of the Project will require the assemblage of the six Parcels, of which the Village currently owns two (2) and hereby agrees to negotiate purchase agreements with the owners of the remaining four (4) Parcels (i.e., Parcels C, D, and E and F). Once the Village has acquired the Parcels C, and D, subject to the terms and conditions of this Agreement, the Developer hereby agrees that it will purchase Parcels A, B, C and D (collectively, the "Phase I Parcels") from the Village on the terms and conditions set forth herein, including, without limitation those set forth in Exhibit C attached hereto. Once the Village has acquired the Parcels E and F, subject to

Sections 3.03 and 3.05 below and the terms and conditions of Exhibit C attached hereto, the Developer hereby agrees that it will purchase those Parcels from the Village in accordance with this Agreement.

C. Deposit. Within five (5) days of approval of this Agreement by the Village Board (but no sooner that the first business day after the execution by the Escrow Agent (defined below) of an Escrow Agreement that is reasonably acceptable to the Village and Developer, Developer shall deposit Seven Hundred and Fifty Thousand Dollars ($750,000) ("Deposit") into an interest bearing strict joint order escrow at Chicago Title Company (the "Escrow Agent"). In the event this Agreement is terminated because (a) Developer does not approve its due diligence investigations under Section 3.04.A below and Exhibit F attached hereto; (b) failure of a condition to the obligation of the Developer to close as set forth in Paragraph 2(a) of Exhibit C attached hereto, or (c) of the Village's inability to perform its obligations contained in this Agreement (including failure of the Village Board to approve the Project on or before the date specified in Section 3.02.E below unless delay is due to the acts or omissions of Developer, the Deposit shall be returned to Developer. Upon the closing of Developer's purchase of the Phase I Parcels, the Deposit shall be credited against the "Purchase Price" for the Phase I Parcels (as specified in Section 3.03.A below). In the event the Village notifies Developer that it is prepared to convey the Phase I Parcels (as hereinafter defined) and Developer fails to close and pay the Purchase Price as agreed to herein, the Deposit shall be paid to the Village as liquidated damages.

D. Developer's Plan. Developer has represented that the Project will consist of no fewer than three Data Center Buildings containing not less than seven hundred fifty thousand (750,000) square feet of space (including space within such Data Center Buildings that is used as "data centers" or "data halls", and support space, including mechanical and office space). Each Data Center Building shall be two or three stories in height and generally located as depicted on the conceptual site plan attached hereto as Exhibit D ("Site Plan"). In accordance with the schedule set out in Section 3.02.E,

Developer shall submit a petition to the Village along with its schematic plans for the Project and the Mayor and Board of Trustees shall have the right to approve the exterior design and aesthetics of the Data Center Buildings and the overall Project. The anticipated exterior design of the Data Center Buildings is attached hereto as Exhibit E ("Building Elevations"). Developer hereby acknowledges that the Village is entering into this Redevelopment Agreement and agreeing to acquire and sell the Parcels to Developer for the sole purpose of having the Data Center Buildings and related improvements (including a planned ComEd Substation on one of the Parcels) constructed and operated; therefore, any material changes to the Site Plan, building elevations, or any change to a use other than Data Center Buildings and related improvements must be approved in writing by the Village.

3.02. Village & Developer Investment/Conveyance of Parcels.

A. Assemblage and Conveyance of Parcels. While it is the preference of the Parties that the Village be able to convey all six of the Parcels to Developer simultaneously, Developer acknowledges and agrees that the conveyance of the Parcels may be done in phases. The Village currently owns parcels A and B and has entered into agreements to acquire Parcels C and D. In the event the Village is unable to acquire Parcel C or D as agreed to herein, Developer shall have the right to terminate this Agreement by notifying the Village in writing and then receive a full refund of the Deposit. Developer hereby agrees that it will commence construction of the Project in accordance with the schedule set out in Section 3.02.E below, and the Village hereby agrees that it shall continue to negotiate for the acquisition of Parcels E and F, all subject to the terms of this Agreement.

B. Commencement of Construction. Developer shall Commence Construction (defined below) of the Data Center Buildings and related improvements on or before the date specified in clause (x) of Section 3.02.E below. For the purpose of this paragraph, "Commence Construction" shall mean that Developer has obtained a building permit from the Village for at least one of the Data Center Buildings and has broken ground with respect

to the Construction of at least one (1) Data Center Building. In the event Developer acquires the Phase I Parcels but fails Commence Construction on or before the date specified in clause (x) of Section 3.02.E below, as such date may be extended in accordance with Section 4.06 below, the Village shall have the right, at any time prior to the date on which Developer Commences Construction, to repurchase the property from the Developer for the price paid by Developer, exclusive of brokerage fees paid by the Village in accordance with Section 3.06 below.

C. ComEd Agreements and Costs. Developer hereby agrees that it shall be responsible for entering into whatever agreements may be necessary with ComEd to cause ComEd to provide electrical power to the Project at no expense to the Village.

D. Contingent Obligations. All of the Developer's obligations set forth in this Agreement are expressly contingent upon the Village conveying the Phase I Parcels to Developer (or an affiliate of Developer designated by Developer) as set forth herein.

E. Schedule for Performance. Subject to the delay provisions of Section 4.06 hereof, the Parties hereby agree to the following schedule for performance, which may be modified by the Parties in writing

(i) September 14, 2021 - Village to execute Redevelopment Agreement with Prime

(ii) September 24, 2021 - Developer files its petition for Rezoning and Resubdivision for Plan Commission consideration.

(iii) Village closes purchase of Parcels C and D on or before December 1, 2021;

(iv) November 8, 2021 - Developer to get Plan Commission recommendation.

(v) November 16, 2021 - Village to consider approval of the project at this Village Board meeting. Village Board to provide Village Attorney direction to prepare necessary documents for consideration at the December 14 Village Board meeting.

(vi) December 14, 2021 - Village Board will formally consider Project. If approved, Village Board shall also approve conveyance of Parcels A, B, C and D to Developer.

(vii) December 15, 2021 - Closing on Parcels A, B, C, and D.

(viii) June 15, 2022 - Six months after Closing, the Village must notify Developer as to whether or not Parcels E and F will be available for conveyance to Developer for development; Village may notify Developer earlier.

(ix) November 15, 2022 - Developer completes its design of one Data Center Building and submits drawings and engineering plans for one Data Center Building.

(x) If applicable, Parcels E and F are conveyed to Developer on or before March 1, 2023.

(xi) May 15, 2023 – Groundbreaking to occur on or prior to this date.

3.03. Parcels/Purchase Prices.

A. Purchase Price. The Village hereby agrees to sell to the Developer and the Developer agrees to purchase from the Village, the Parcels for the approximate purchase prices as set forth below:

PARCELS:

	Parcel	Address	Purchase Price
Phase I	A	1600 Oakton	$ 21,338,824
	B	1550 E. Higgins	
	C	1500 E. Higgins	
	D	1700 Oakton	
Phase II	E	1520 Midway Ct.	$ 8,725,500
	F	IDOT ROW	
			$ 30,064,324

TOTAL ESTIMATED PURCHASE PRICE: $30,064,324

Developer hereby acknowledges that the above Purchase Prices for Parcels E and F are estimates and agrees that it will pay the actual final price paid by the Village for each of

Parcel E and Parcel F if the actual price ends up being higher than the estimated price (for Parcel E or Parcel F) listed above. In the event the estimated Purchase Prices (for Parcel E or Parcel F) are increased over those represented above, the Village and Developer will mutually agree as to the payment to the Village of the increases in price. If the aggregate price of Parcels E and F exceeds the aggregate amount of the Sale Prices for Parcels E and F as set forth above by more than ten percent (10%) (i.e., is more than one hundred and ten percent (110%) of the aggregate amount of the Sale Prices for Parcels, E and F as set forth above), Developer shall have no obligation to purchase Parcels E and F.

3.04. Due Diligence/Closing on Parcels.

A. Due Diligence. Developer's obligation to purchase the Parcels from the Village is expressly contingent upon the Village entering into agreements to purchase Parcels C and D and upon Developer conducting its due diligence to satisfy itself as to the feasibility of each such Parcel for the development of the Project as follows:

1. Village hereby represents that Upon execution of this Agreement by the Village, the Village shall deliver to Developer all reports and studies in its possession as to soil and environmental conditions on Parcels A, B, C and D (the "Property Documents") and title reports or title commitments ("Commitment") and either copies of all underlying documents referenced therein from Chicago Title Company ("Title Company") for each of the Parcels or title commitments with electronic links to the Schedule B documents. The Developer shall notify Village within fifteen (15) business days of receipt of the title commitments stating any objections to the title exceptions listed subject to Developer's right to make further objections upon completion of Surveys (as defined in Exhibit F) and the Parties shall thereafter endeavor to agree to the "Permitted Exceptions" as provided in Exhibit F. As provided in Paragraph 2(a) of Exhibit C, Developer's obligation to close the purchase of the Phase I Parcels (or if applicable, the

Phase II Parcels) shall be conditioned upon the commitment of the Title Company to issue an owner's policy of title insurance (with respect to the Phase I Parcels (or if applicable, the Phase II Parcels) in the form approved by the Developer within ten days after the expiration of the Contingency Period, showing title in the name of Developer or its affiliate subject only to the Permitted Exceptions.

2. The Village hereby agrees that upon execution of this Agreement by the Village, it will arrange for Developer to enter onto the Phase I Parcels, subject to Developer providing a certificate of insurance and indemnification as required by Exhibit F attached hereto (or, if different, by the purchase agreements). Commencing on the date this Agreement is executed by the Village provided that Developer shall have forty-five (45) day due diligence period ("Contingency Period") to investigate the suitability of the Property for Developer's development of the Project. The Village shall arrange for Developer to then enter onto the Phase I Parcels to conduct soil and environmental testing, perform surveys, and perform other investigation during the Contingency Period. Once Developer completes its Due Diligence Investigations (as defined in Exhibit F) for the Phase I Parcels, Developer shall deliver written notice to the Village that it has waived its due diligence contingency for the Phase I Parcels as to site and environmental conditions and title exceptions as provided in Exhibit F attached hereto. Developer shall have no obligation to close the transactions contemplated under this Agreement until it has completed and waived (or is deemed to have waived) its due diligence on each of the four (4) Phase I Parcels.

3. In the event the Village is unable to convey the Phase I Parcels to Developer in the timeframes set forth herein, Developer shall have the

right to terminate this Agreement and the Deposit shall be returned to the Developer. If Developer has waived (or is deemed to have waived) its due diligence on the Phase I Parcels and received notice from the Village that it is prepared to convey the Phase I Parcels and received notice from the Village that it is prepared to convey the Phase I Parcels, provided that all conditions to the Developer's obligations to close that are set forth in Paragraph 2(a) of Exhibit C attached hereto are satisfied, if the Developer thereafter fails to pay the Purchase Price and close, Developer shall be in default of this Agreement the Village shall have the right to retain the Deposit as liquidated damages.

B. Closing. The Parties hereby agree that Developer shall close on the Phase I Parcels concurrently in accordance with Exhibit C to this and as follows:

1. When it is prepared to convey title to the Phase I Parcels to Developer, the Village shall deliver a fifteen day written notice ("Closing Notice") to Developer and escrow agent stating the date and time for the Closing, which may be modified by agreement of the Parties. Developer shall have no obligation to close unless the Village is prepared to convey all four (4) of the Phase I Parcels.

2. The Parties shall close on the Parcels in accordance with the terms of Exhibit C attached hereto through a deed and money escrow at the Title Company. Developer may cause an affiliate of Developer to take title to the Parcels. The Village shall be responsible for the costs of an ALTA owner's policy naming Developer or its affiliate that takes title to the Parcels as the insured, and Developer shall be responsible for the cost of any endorsements requested by Developer. The parties shall split the cost of the deed and money escrow. The transaction shall be exempt from

transfer taxes as permitted by applicable law. Except as provided herein and in Section 3.06 below, any other closing costs shall be apportioned in accordance with local custom and practice.

3.05. Transfer of Additional Parcels.

The Village shall diligently pursue the acquisition of Parcels E and F ("Phase II Parcels") for conveyance to the Developer for completion of the Project. Upon the Village entering into agreements to acquire the Phase II Parcels, Village shall send a written notification to Developer along with a copy of the executed agreements, and subject to the terms and conditions of this Agreement, the Developer will acquire the Phase II Parcels. Developer and the Village shall then follow the procedures for conducting due diligence and closing as set forth in Section 3.04 and Exhibit F and Exhibit C attached hereto. Unless the Village is able to convey the Phase II Parcels to Developer on or before March 1, 2023, Developer shall have no obligation to purchase same.

3.06. Brokers.

Except only for Darwin Realty, which Developer has engaged as its broker, each party otherwise hereby warrants and represents to the other that neither party has retained a broker in connection with the sale and purchase of the Property, and each party hereby indemnifies, defends and holds harmless the other against all claims for broker's fees or similar commissions from any brokers or finders, claiming by, through or under the indemnifying party. The Village shall be responsible for paying any commission due and owing to Darwin Realty (with it being understood that the Sales Price of the Parcels includes such commission).

3.07 Real Estate Taxes.

In the event any of the Parcels being conveyed to the Developer are have not been taken off the tax rolls, at Closing, the Village shall give Developer a 100% tax credit for the 2021 taxes (due and payable in 2022) based on the last ascertainable tax bill.

IV
Entitlements and Construction

4.01 Project Entitlements.

A. Developer shall petition the Village for approval of building and zoning matters, including but not limited to:

1) Site Plan and design approval for the Project; Developer shall submit a plan depicting the Project on the Phase I Parcels (an additional plan for depicting the Project that includes the Additional Parcels; will be provided at a later date, after the Village enters into agreements to acquire the Phase II Parcels);
2) Any and all site and building variations, if any;
3) Resubdivision; and
4) Rezoning to I-1.

B. Developer shall petition for and obtain all required permits and approvals from all other governmental bodies having jurisdiction over the Parcels, including but not limited to the Metropolitan Water Reclamation District ("MWRD) and the Illinois Department of Transportation (IDOT).

4.02 Village Approval of Building Plans and Issuance of Permits.

The Developer shall submit the construction plans to the Village to obtain the required permits necessary to construct each of the Data Center Buildings and said plans shall conform to all applicable codes and ordinances. The Village will review the construction

plans to determine compliance with the Plan and applicable codes and ordinances within a time period no longer than is typical for said review and thereupon, the Village will approve said plans, or provide a written description detailing with specificity any portion of the Developer's plans which the Village has determined to be not in compliance with the Village's applicable codes. Developer shall correct the construction plans if required and the Village shall have fifteen (15) days to review the re-submitted plans.

4.03. Cook County Class 6b Tax Incentive.

Developer shall submit a petition to the Village for a Cook County Class 6b Property Tax Abatement for the Project, for each Data Center Building. Upon receipt of Developer's petition, the Village will adopt a resolution, and issue and deliver to Developer a "Letter of Acceptance." Once the Village issues a certificate of occupancy for a Data Center Building, the Village shall deliver the approved resolution to Developer for submission to Cook County.

4.04. Insurance.

The Developer agrees to obtain or cause it agents and contractors to obtain workmen's compensation and employer's liability insurance coverage as required by applicable law and in commercially reasonable amounts with respect to construction of the Project.

4.05. Prevailing Wage.

In the event it is determined that any public funds are used to develop and complete the Project, Developer shall be responsible for meeting the requirements of the Illinois Prevailing Wage Act (820 ILCS 130 *et seq.*), (the "Wage Act"). Developer hereby indemnifies the Village for any fines, penalties or other charges assessed against it due to Developers failure to satisfy the requirements of the Wage Act.

4.06. Delay.

For the purposes of any of the provisions of this Agreement, neither the Village nor Developer nor any successor in interest, shall be considered in breach of, or default in its obligations under this Agreement in the event of any delay, caused by events or conditions beyond the reasonable control of the party, which events or conditions prevents the party from discharging its respective obligations hereunder and the timeframes for performance of those obligations shall be extended accordingly. For the avoidance of doubt, abnormal delays in the processing and issuing of permits and approvals and delays associated with seasonal or weather related limitations on or interference with construction activities, other than those caused by Developer or its contractors, shall constitute delays to which this Section 4.06 applies.

4.07. Utilities and Fees.

The Village hereby agrees that the Developer shall have the right to connect any and all on-site water lines, sanitary and storm sewer lines constructed in the Redevelopment Project Area to Village controlled utility lines existing at or near the perimeter of the Redevelopment Project Area. The Parties agrees that the Developer shall be obligated to pay water, sanitary sewer, building permit, engineering, inspection, connection, and all other fees of general applicability.

4.08. Building, Subdivision Codes.

The Parties agree that construction of the Project, and the contemplated uses and occupancies thereof, shall comply with all Federal, State and Village building codes subject to modifications approved by the Village pursuant to subdivision, zoning, environmental and other developmental regulations.

4.09. Assistance to Developer.

The Village agrees to provide the Developer with assistance with respect to obtaining any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all requests for assistance are in compliance with approved building plans and specifications, and all applicable codes. Developer shall notify Village staff of all meetings scheduled with other government agencies to which the Developer shall have the right to send a Village representative.

V
General Provisions

5.01 Covenant to Pay Taxes.

Developer hereby covenants to pay all ad valorem taxes levied against the Property before they become delinquent. Developer further agrees that it shall include this covenant in any lease for which the tenant is responsible for paying the property taxes.

5.02. Village Default. The Village shall be deemed to be in default if the Village fails to convey Parcels owned by it to Developer or fails to perform any of its other material obligations under this Agreement

5.03 Developer's Default. The following shall be deemed events of Developer Default:

A. Developer fails to close on the Parcels after receiving a closing notice from the Village in accordance with the terms in this Agreement, but only if all conditions to its obligations to close that are set forth in Paragraph 2(a) of Exhibit C attached hereto are satisfied;

B. Developer acquires the Phase I Parcels and thereafter fails to develop the Project in accordance with this Agreement, and within the timeframe set forth herein;

C. Developer constructs a Data Center Building in violation or disregard of any plans approved by the Village or attempts to construct any building other than a Data Center Building or any improvements that are related to and support any Data Center Building(s) (such as the anticipated ComEd substation) without the written approval of the Village; or

D. Developer fails to pay or cause to be paid the real estate taxes on the Property before they become delinquent.

5.04 Remedies

A. Developer Default.

1. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify the other Party in writing of the alleged failure and demand performance or remedy of the failure as alleged. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

2. In the event of Developer's default, the Village shall have the right to not approve Developer's request for the Cook County Class 6b Property Tax Abatement. If Developer converts the use of any Data Center Building to another use or fails to commence construction as defined herein, the Village shall have the right to rescind any tax relief that has been granted.

3. In addition, the Village may enforce any of its other rights and remedies that are specified in this Agreement for any default by Developer (including the right to repurchase

the Parcels in accordance with and under the circumstances described in Section 3.02.B above).

B. Village Default

In the event of a default by the Village, Developer's sole and exclusive remedy shall be the right of specific performance.

5.05. Powers.

The Village hereby represents and warrants that the Village has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Village proceedings, findings and actions.

5.06. Authorized Parties.

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreement, if any request, demand, approval, notice or consent of the Village or the Developer is required, the Village's approval shall be granted by the Mayor or his designee; and for the Developer, by any officer or managing member as designated in writing from time to time.

5.07. Time of Essence.

Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

5.08. Amendment.

This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, by the adoption of an ordinance or resolution of the Village approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

5.09. No Other Agreement.

Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions between the Parties relative to the development of the Project.

5.10. Assigns.

This Agreement shall be binding upon the Parties and their respective successors and assigns. Subject to the terms of this Agreement, nothing herein shall in any way prevent the alienation or sale of the Property or any Parcels: (a) to any third party provided it (or the applicable Parcel(s)) is (or are) improved with one or more Data Center Buildings or with related improvements (such as the anticipated ComEd substation) or (b) to any affiliate of Developer. No consent by the Village shall be required (i) for any pledge of the Property or any Parcel(s) and this Agreement as collateral security to a third-party lender or in connection with any transfer of the Property or any Parcel in connection with the exercise by any third-party lender or its agent of any right, remedy, or privilege that is granted by the applicable mortgage, deed of trust or other security instrument, for the benefit of such third party lender, or that is otherwise available to such third-party lender or its agent at law or in equity; (ii) prior to selling, leasing or transferring any Parcel of property for the development, operation or use as a Data Center; or (iii) prior to leasing or licensing any Parcel of property, or any portion thereof (including any space in any Data Center Building) after such Parcel of the Property has been developed with a Data Center Building. The Village acknowledges that an affiliate of Developer (rather than Developer)

may take title to the Phase I Parcels or the Phase II Parcels (or both the Phase I Parcels and the Phase II Parcels) pursuant to this Agreement.

5.11. Severability.

If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

5.12. Illinois Law; Cook County Jurisdiction.

This Agreement shall be construed in accordance with the laws of the State of Illinois. Any claim or action brought by either Party shall be filed and adjudicated in the Circuit Court of Cook County, Illinois.

5.13. Notice.

All notices and requests required pursuant to this Agreement shall be sent as follows:

To the Developer:

c/o Prime Data Centers, LLC
110 Pacific Avenue
San Francisco, CA 94111

With copies to:

Zuber Lawler LLP
Attn: David B. Lambert, Esq.
350 South Grand Ave., 32nd Floor
Los Angeles, California
Email: dlambert@zuberlawler.com

To the Village:

Village of Elk Grove Village

Attn: Deputy Village Manager
901 Wellington
Elk Grove Village, Illinois 60007
Email: mroan@elkgrove.org

With copies to:

Village of Elk Grove Village
Attn: Village Attorney
901 Wellington
Elk Grove Village, Illinois 60007
Email: gknickerbocker@elkgrove.org

Or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. All notices shall be effective when delivered (or when delivery is rejected).

5.14 Partnership; No Third Party Beneficiaries.

Nothing contained herein shall be construed as creating a partnership between the Village and Developer or as creating or conferring any interest or benefit upon any third party.

5.15. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

5.16 Exhibits.

The exhibits attached to this agreement are hereby incorporated into and made a part of this Agreement.

5.17 Conflict.

In the event of a conflict between this Redevelopment Agreement and any other agreement, the terms of this Redevelopment Agreement shall control.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF ELK GROVE VILLAGE, COOK AND DUPAGE COUNTIES, ILLINOIS, an Illinois municipal corporation

BY: _____
Mayor Craig B. Johnson

ATTEST:

Loretta M. Murphy
Village Clerk, Loretta M. Murphy

PRIME DATA CENTERS, LLC

BY _____
Its: CEO

ATTEST:

_____
(Assistant) Secretary

EXHIBITS

Exhibit A	Legal Descriptions of Six Parcels
Exhibit B	Map of depicting Parcels & Schedule
Exhibit C	Terms, Conditions and Procedures for Conveyance of Parcels
Exhibit D	Proposed Development Site Plan
Exhibit E	Building Elevations
Exhibit F	Procedure for Title Review and Due Diligence Investigations

EXHIBIT 'A'
LEGAL DESCRIPTIONS OF PARCELS

A – 1600 Oakton Street, Elk Grove Village, IL 60007
PIN: 08-22-403-014-0000

PACEL 1:

LOT 2 IN SDK SUBDIVISION BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT THAT PART LYING NORTH OF THE CENTER LINE OF HIGGINS ROAD AS ORIGINALLY LOCATED AND EXCEPT THE WEST 210.0 FEET TAKEN FOR THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY) ALL IN SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN FOR BUSSE ROAD PER DOCUMENT NUMBER 12269603, RECORDED FEBRUARY 8, 1939 EXCEPTING THEREFROM THAT PART TAKEN FOR OAKTON STREET PER DOCUMENT NUMBER 9967968, RECORDED MARCH 27, 1928 ALSO EXCEPTING THAT PART FOR ADDITIONAL DEDICATION FOR OAKTON STREET PER CASE NUMBER 68- L-13901, AND 68- L- 12783 IN THE CIRCUIT COURT"AND EXCEPT THAT PART LYING NORTHERLY OF THE SOUTHERLY LINE OF HIGGINS ROAD ALSO EXCEPTING THAT PART FOR HIGGINS ROAD DEDICATED PER DOCUMENT NUMBER 8020342, RECORDED JULY 13, 1923 AND EXCEPT THAT PART TAKEN FOR THE RELOCATION OF HIGGINS ROAD PER CASE NUMBER 68 -L -12783, IN THE CIRCUIT COURT ALSO EXCEPTING THE SOUTH 275 FEET (AS MEASURED ALONG THE WEST LINE OF BUSSE ROAD) OF THE EAST 200 FEET (AS MEASURED ALONG THE SOUTH LINE OF THE SOUTH EAST 1/4) OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF BUSSE ROAD AS PER THE INSTRUMENT RECORDED FEBRUARY 8, 1939 AS DOCUMENT NUMBER 12269603, ALL IN COOK COUNTY, ILLINOIS

ALSO

EXCEPTING THAT PART THEREOF LYING WESTERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF OAKTON STREET AS DEDICATED PER CASE NUMBER 68-L13901, IN THE CIRCIUIT COURT AND WIDENED PER DOCUMENT NUMBER 20866386, RECORDED JUNE 10, 1963 AFORESAID 600.0 FEET WEST OF THE WEST LINE OF BUSSE ROAD RIGHT OF WAY; THENCE NORTH 0 DEGREES EAST AT RIGHT ANGEL TO THE NORTH LINE OF OAKTON STREET, 488.03 FEET; THENCE NORTH 49 DEGREES 23 MINUTES 39 SECONDS EASTS ALONG A STRAIGHT LINE TO

THE SOUTHWESTERLY LINE OF HIGGINS ROAD AS DEDICATED FOR ROAD PURPOSES PER DOCUMENT NUMBER 8020342 AND RECORDED JULY 13, 1923 IN BOOK 175, PAGE 46, ALSO BEING THE TERMINUS OF THE LINE HEREIN DESCRIBED, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT FOR PARCEL 1 OF INGRESS AND EGRESS CONTAINED IN THE EASEMENT AGREEMENT DATED JANUARY 17, 1980, MADE BY AND BETWEEN LASALL NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 23, 1978 AND KNOWN AS TRUST NUMBER 54930, AND LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 12, 1976 KNOWN AS TRUST NUMBER 51005 RECORDED APRIL 14, 1980 AS DOCUMENT 25423254.

B – 1550 E. Higgins Road, Elk Grove Village, IL 60007
PIN: 08-22-403-013-0000

PARCEL 1:

LOT 1 IN THE SDK SUBDIVISION, BEING A SUBDIVISION IN THE SOURTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL NON-EXCULSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, FOR INGRESS AND EGRESS AS CREATED BY CROSS-EASEMENT AGREEMENT RECORDED MAY 19, 1999 AS DOCUMETN 99485434 OVER THAT PART OF LOT 3 IN REGENT OFFICE CENTER PHASE II, A SUBDIVISION OF PART OF LOTS 2 AND 3 IN ASSESSORS DIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRICNICPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS SHOWN ON EXHIBIT "C" ATTACHED TO SAID INSTRUMENT.

C – 1500 E. Higgins Road, Elk Grove Village, IL 60007
PIN: 08-22-403-015-0000

LOT 3 REGENT OFFICE CENTER PHASE II, A SUBDIVISION OF PART OF LOTS 2 AND 3 IN ASSESSORS DIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TWONSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED MARY 3, 1989 AS DOCUMENT NUMBER 89199229.

D – 1700 Oakton Street, Elk Grove Village, IL 60007
PIN: 08-22-403-010-0000

THE SOUTH 275.00 FEET (AS MEASURED ALONG THE WEST LINE OF BUSSE ROAD) OF THE EAST 200.00 FEET, (AS MEASURED ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4) OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE BUSSE ROAD, AS PER THE INSTRUMENT RECORDED FEBRUARY 8, 1939 AS DCOUMENT 12269603, EXCEPTING FROM THE AFORESAID TRACT THAT PART TAKEN FOR OAKTON STREET RECORDED MARCH 27, 1928 AS DOCUMENT 9967968 AND ALSO EXCEPT THAT PART FOR ADDITIONAL DEDICATION FOR OAKTON STREET IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS PER CASE 68113091, IN COOK COUNTY, ILLINOIS.

E – 1520 Midway Court, Elk Grove Village, IL 60007
PIN: 08-22-401-051-0000

PIN: 08-22-401-053-0000

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCI NG AT THE SOUTHEAST CORNER OF SAID SOUTH EAST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 438.15 FEET TO THE CENTERLINE OF HIGGINS ROAD AS ORIGINALLY LAID OUT; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, BEING ALONG A LINE THAT FORMS AN ANGLE OF 41 DEGREES 11 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 547.45 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG SAID CENTERLINE 238.45 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4 310.98 FEET TO THE SOUTHERLY LINE OF A 50 FEET WIDE STRIP OF LAND LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE NORTHWEST TOLL HIGHWAY; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID 50 FEET WIDE STRIP OF LAND 224.77 FEET TO A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4 FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID PARALLEL LINE 331.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

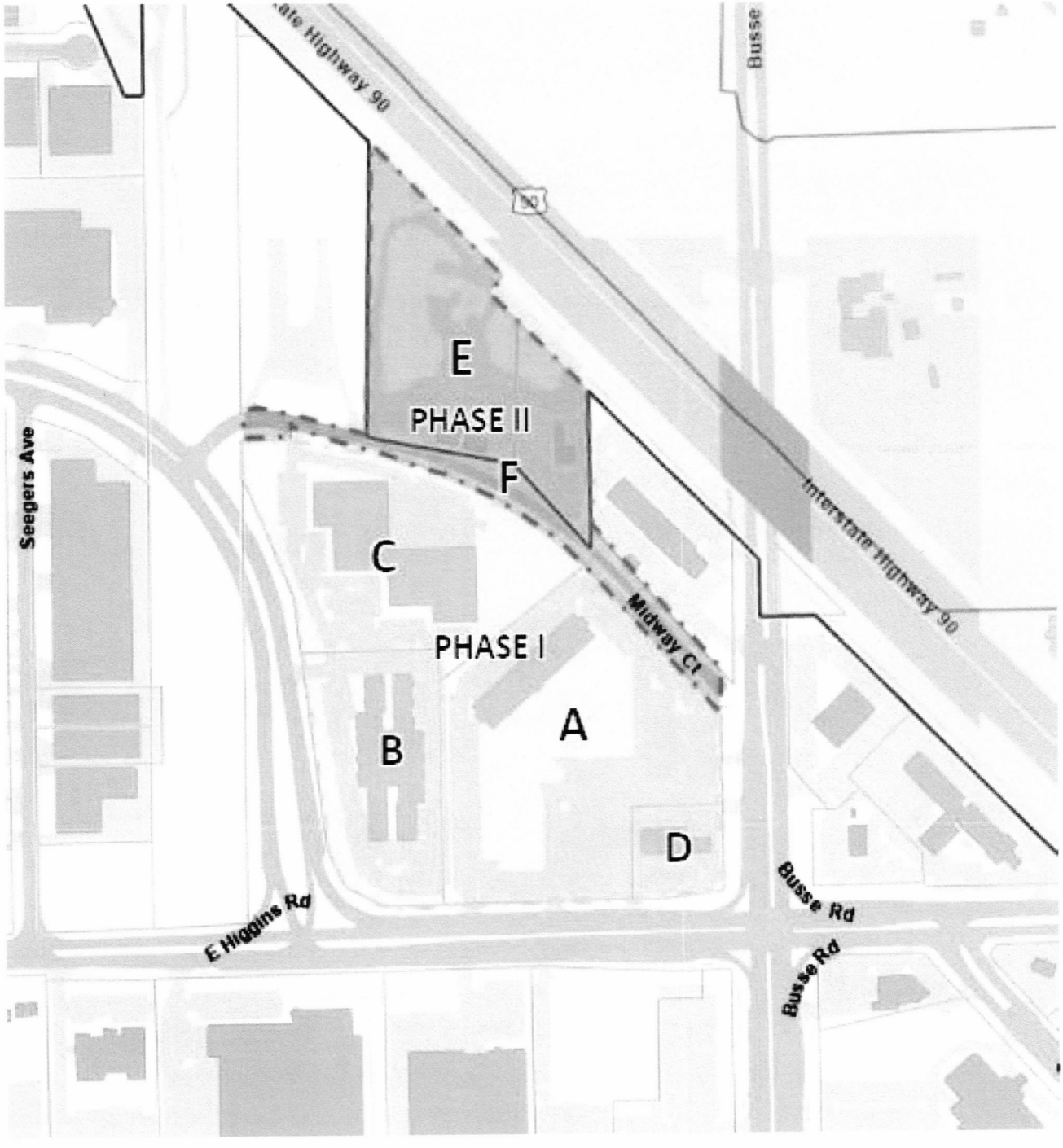
THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTH EAST 1/4; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 438.15 FEET TO THE CENTER LINE OF OLD HIGGINS ROAD AS ORIGINALLY LAID OUT; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, BEING ALONG A LINE THAT FORMS AN ANGLE OF 41 DEGREES 11 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 785.85 FEET TO AN ANGLE IN SAID CENTER LINE FOR THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, 310.98 FEET TO THE SOUTHERLY LINE OF A 50.0 FEET WIDE STRIP OF LAND LYING SOUTHERLY THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE STATE OF ILLINOIS NORTHWEST TOLL HIGHWAY; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE 93.4 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 50.0 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE STATE OF ILLINOIS NORTHWEST TOLL HIGHWAY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 415.54 FEET TO A LINE 487.77 FEET EAST OF (MEASURED AT RIGHT ANGLES THERETO) AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID SOUTH EAST 1/4; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE 646.90 FEET TO THE CENTER LI NE OF OLD HIGGINS ROAD AS ORIGINALLY LAID OUT; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 327.74 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

F – Midway Court, Elk Grove Village, IL 60007
PIN: Right of Way (IDOT, Cook County, Elk Grove Village)

IDENTIFIED AS PARCEL "F" ON EXHIBIT B OF THE PURCHASE AND REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF ELK GROVE AND PRIME DATA CENTERS, LLC.

EXHIBIT 'B'
MAP DEPICTING PARCELS



EXHBIT C
TERMS, CONDITIONS AND PROCEDURES FOR CONVEYANCE OF PARCELS

This Exhibit C specifies the terms, conditions and procedures for the conveyance by the Village to the Developer of the Phase I Parcels (or the Phase II Parcels, as applicable):

1. Closing; Closing Deliveries. The "Closing" of the transactions contemplated hereunder with respect to the Phase I Parcels (or the Phase II Parcels, as applicable) shall occur on the date (the "Closing Date") indicated in the Agreement at the office of the Escrow Agent or other location mutually agreed upon by the Parties. At the Closing, the Village agrees to convey the Phase I Parcels (or the Phase II Parcels, as applicable) to the Developer (or to an affiliate of the Developer designated by Developer) by a recordable Special Warranty Deed in the form of Schedule C-1 attached hereto (the "Deed"), subject only to the Permitted Exceptions. On the Closing Date, the obligations of the Developer and Village (each, a "Party", collectively, the "Parties") shall be as follows:

(a) Deliveries by the Village. The Village shall deliver or cause to be delivered to the Escrow Agent:

(i) the original executed and properly notarized Deed, and Plat Act Affidavit, if required;

(ii) the original executed and properly notarized Non-Foreign Affidavit;

(iii) the Village's closing statement;

(iv) such other standard closing documents or other documentation required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue the Title Policy

(defined below) to Developer (or its affiliate) and in the amount of the Purchase Price insuring the fee simple title to the Property in the Developer (or its affiliate) as of the Closing Date, subject only to the Permitted Exceptions.

(b) Deliveries by Developer. Developer shall deliver or cause to be delivered to the Escrow Agent:

(i) good and available funds by wire transfer or cashier's check, the Purchase Price for the Phase I Parcels (or the Phase II Parcels, as applicable) specified in Section 3.03 of the Agreement, less the Deposit, plus or minus any prorations as provided herein;

(ii) the Developer's closing statement;

(iii) ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.

(c) Title.

(i) Title Policy. At the Closing with respect to the Phase I Parcels (or the Phase II Parcels, as applicable), the Title Company (as defined in Exhibit F) shall issue to Developer (or its designated affiliate) an owner's policy of title insurance (or owner's policies of title insurance) in the form approved by Developer pursuant to Section 1 of Exhibit F to the Agreement and subject only to Permitted Exceptions, together with the endorsements requested by Developer (and the Village) from the Title Company in accordance with Section 1 of Exhibit F ("Title Policy"). Such Title Policy: (A) shall be written with liability in the

amount of the Purchase Price for the Phase I Parcels (or the Phase II Parcels, as applicable) and (B) shall insure title to the Phase I Parcels (or the Phase II Parcels, as applicable), to be vested in Developer (or its designated affiliate), subject only to the Permitted Exceptions. The Title Policy shall be conclusive evidence of good title as therein shown as to all matters insured by the Title Company, subject only to the Permitted Exceptions and any exceptions to title resulting from acts done or suffered by or judgments against the Developer or its contractors.

(ii) Allocation of Costs. The costs of the Title Policy shall be allocated in accordance with Section 3.04.B.2 of the Agreement.

(d) The Parties acknowledge that as the Village is a governmental entity, and to the extent that the Village is named as the Grantor in the Deed, this transaction is exempt from any State, County or Local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). The Village is obligated to furnish completed Real Estate Transfer Declarations signed by the Village and the Developer (and/or its designated affiliate) in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and Cook County.

(e) Closing costs shall be allocated in the manner described in Section 3.04.B.2 of the Agreement.

2. Closing Conditions.

(a) The obligations of Developer to close the purchase of the Phase I Parcels (or the Phase II Parcels, as applicable) under this Agreement are contingent upon the full satisfaction or written waiver by Developer of each and all of the

following conditions precedent on or before the Closing Date for the Phase I Parcels (or Phase II Parcels, as applicable):

(i) The Village shall have performed all of its obligations under Paragraph 1(a) above.

(ii) Each and every representation and warranty of the Village set forth in the Agreement, including in Section 5.05 thereof, shall be true, complete and correct in all material respects as of the Closing Date.

(iii) Developer shall not have determined that any persons or entities that have any rights to use or occupy any portion of the Phase I Parcels (or the Phase II Parcels, as applicable) other than those persons or entities and rights that are disclosed in the Property Books and Records (as defined in Exhibit F), but only if the rights of such persons or entities would materially interfere with Developer's intended development and use of the Phase I Parcels (or the Phase II Parcels, as applicable).

(iv) The Title Company shall be irrevocably committed in form satisfactory to Developer to issue the Title Policy in the form described in Paragraph 1(c)(i) above, and the Phase I Parcels (or the Phase II Parcels, as applicable) shall be subject to no liens, exceptions or encumbrances other than the Permitted Exceptions.

(b) The obligations of the Village to close the sale of the Phase I Parcels (or the Phase II Parcels, as applicable) under this Agreement are contingent upon the full satisfaction (or written waiver by the Village) of each and all of the following conditions precedent on or before the Closing Date:

(i) Developer shall have performed all of its obligations under Paragraph 1(b) above.

(ii) Each and every representation and warranty of Developer set forth in the Agreement shall be true, complete and correct in all material respects as of the Closing Date.

3. Parcels Sold "As Is"; Developer Acknowledgement of Condition and Use of Parcels.

(a) Developer acknowledges that, subject to Paragraph 3(b), the Phase I Parcels (or the Phase II Parcels, as applicable) will be conveyed to Developer (or its designated affiliate) by the Village in "AS IS, WHERE IS" condition, including any environmental conditions existing in, on or beneath the Property. Except as provided in this Agreement and the studies it has provided to Developer, the Village makes no representations or warranties regarding the physical, environmental or structural condition of the Phase I Parcels (or the Phase II Parcels, as applicable) or of any buildings thereon, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or, with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on or affecting the Phase I Parcels (or the Phase II Parcels, as applicable), their soil or groundwater, the scope and extent of any remediation performed on the Phase I Parcels (or the Phase II Parcels, as applicable) or the presence or lack of radon, asbestos, underground storage tanks, or other environmental contamination on, in or under the Phase I Parcels (or the Phase II Parcels, as applicable). As part of this Agreement, the Village assigns to Developer (or its designated affiliate) any and all rights to any claims it may have against prior owners of any of the Phase I Parcels (or the Phase II Parcels, as applicable) pertaining to the environmental condition of any of the Phase I Parcels (or the Phase II Parcels, as applicable), except for those rights necessary for the Village to retain to protect itself from such liability or to reimburse itself for any remediation costs incurred. Developer

has inspected the Phase I Parcels (or the Phase II Parcels, as applicable) which is being sold in "AS IS" condition with all faults and accepts the Phase I Parcels (or the Phase II Parcels, as applicable) in their condition as of the Closing Date The Developer (and/or its designated affiliate) expressly waives any claims against the Village and its respective agents, employees, officers, directors, successors and assigns for any defects that may exist or be discovered by the Developer (and/or its designated affiliate). Subject to the obligations of the Village to provide Developer with access to the Property Books and Records in accordance with Exhibit F, Developer has not relied on any information provided by the Village in connection with its purchase of the Phase I Parcels (or the Phase II Parcels, as applicable).

(b) Notwithstanding anything to the contrary herein, the Village shall assume (and shall reimburse Developer for) the cost of remediating any environmental conditions existing on Parcel D as of the date of Closing.

4. Defaults and Remedies.

(a) Developer's Default. If Developer fails to perform in accordance with the terms of this Exhibit C, and such default is not cured within ten (10) business days from the date of Developer's receipt of the Village's written notice to Developer of such default, and the Closing does not occur as a result of such failure or breach, then, as the Village's sole and exclusive remedy for such default, the Village shall be entitled to receive and retain the Deposit, it being agreed between Developer and the Village that the amount of the Deposit shall be deemed liquidated damages for a default of Developer hereunder, because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default in view of the uncertainties of the real estate market,

fluctuating property values, and differences of opinion with respect to damages for breach of a real estate transaction.

(b) The Village's Default. If the Village fails to perform in accordance with the terms of this Exhibit C and such default is not cured within ten (10) business days from the date of Developer's written notice to the Village of such default, Developer may, at its option: (i) terminate this Agreement and receive a refund of the Deposit; and (ii) exercise any other right or remedy available to Developer at law or in equity.

Schedule C-1

Form of Special Warranty Deed

[attached]

Mail To:

David B. Lambert, Esq.
Zuber Lawler LLP
350 South Grand Avenue
32nd Floor
Los Angeles, CA 90071

SPECIAL WARRANTY DEED

THE GRANTOR, **THE VILLAGE OF ELK GROVE VILLAGE,** a Municipal Corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, with its principal office located at 901 Wellington Avenue, Elk Grove Village, Illinois 60007-3499, for and in consideration of _____**Million And No/100 ($ .00) Dollars,** in hand paid, and pursuant to authority given by the Board of Village Trustees of said Municipal Corporation, pursuant to Resolution No. _____, and subject to the provisions of the Parties Purchase And Redevelopment Agreement Dated September _____, 2021, hereby CONVEYS AND WARRANTS to **PRIME DATA CENTERS, CORP.,** A Delaware Corporation, having its principal office located at 110 Pacific Avenue, San Francisco, California 94111, the GRANTEE, the following described real estate situated in the County of Cook in the State of Illinois, to wit:

Legal Description Rider Is Attached Hereto And Incorporated Herein As Exhibit 'A'

PIN'S: (various)
ADDRESS: _____, ELK GROVE VILLAGE, ILLINOIS 60007

SUBJECT TO: the permitted exceptions set forth in Exhibit 'B' and by this reference incorporated herein (collectively, the "**Permitted Exceptions**").

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and the reversions, remainder and reminders, rents, issues and profits thereof and all the estate, right, title, interest, claim or demand whatsoever of Grantor, either in law or in equity of, in and to the Property with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said Property, with the appurtenances unto the Grantee, its successors and assigns forever to use, benefit and behalf of Grantee, its successors and assigns, forever, and GRANTOR will warrant and defend the Property against all persons lawfully claiming by, through or under the GRANTOR, but not otherwise.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Mayor, and attested by its Village Clerk, this _____ day of _____, 20_____.

VILLAGE OF ELK GROVE VILLAGE, A Municipal Corporation

By: _____
CRAIG B. JOHNSON, Mayor

Attest: _____
LORETTA M. MURPHY, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that **CRAIG B. JOHNSON,** personally known to me to be the Mayor of the Village of Elk Grove Village, and **LORETTA M. MURPHY,** personally known to me to be the Village Clerk of said Municipal Corporation, and personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, respectively, they signed and delivered the said instrument pursuant to authority given by the Board of Village Trustees of said Municipal Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Municipal Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20_____.

_____
Notary Public

This transfer is exempt per 35 ILCS 200/31-45 para. (b), and Section 74-106 of the Cook County Real Property Transfer Tax Ordinance

DATE: _____

_____
Signature of Buyer, Seller or Representative

Prepared by:
William J. Payne
Attorney At Law
1100 W. Northwest Highway, #103
Mt. Prospect, IL 60056

Name & Address of Taxpayer:
Prime Data Centers, Corp.
110 Pacific Avenue
San Francisco, CA 94111

EXHIBIT 'A' TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION RIDER

EXHIBIT 'B' TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: _____, 20_____ By: _____
Village of Elk Grove Village, Grantor

Subscribed and sworn to before me by _____

_____

this _____ day of _____, 20_____.

_____

Notary Public

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: _____, 20_____. By: _____
Prime Data Centers, Corp., Grantee

Subscribed and sworn to before me by_____

_____

this _____ day of _____, 20_____.

_____

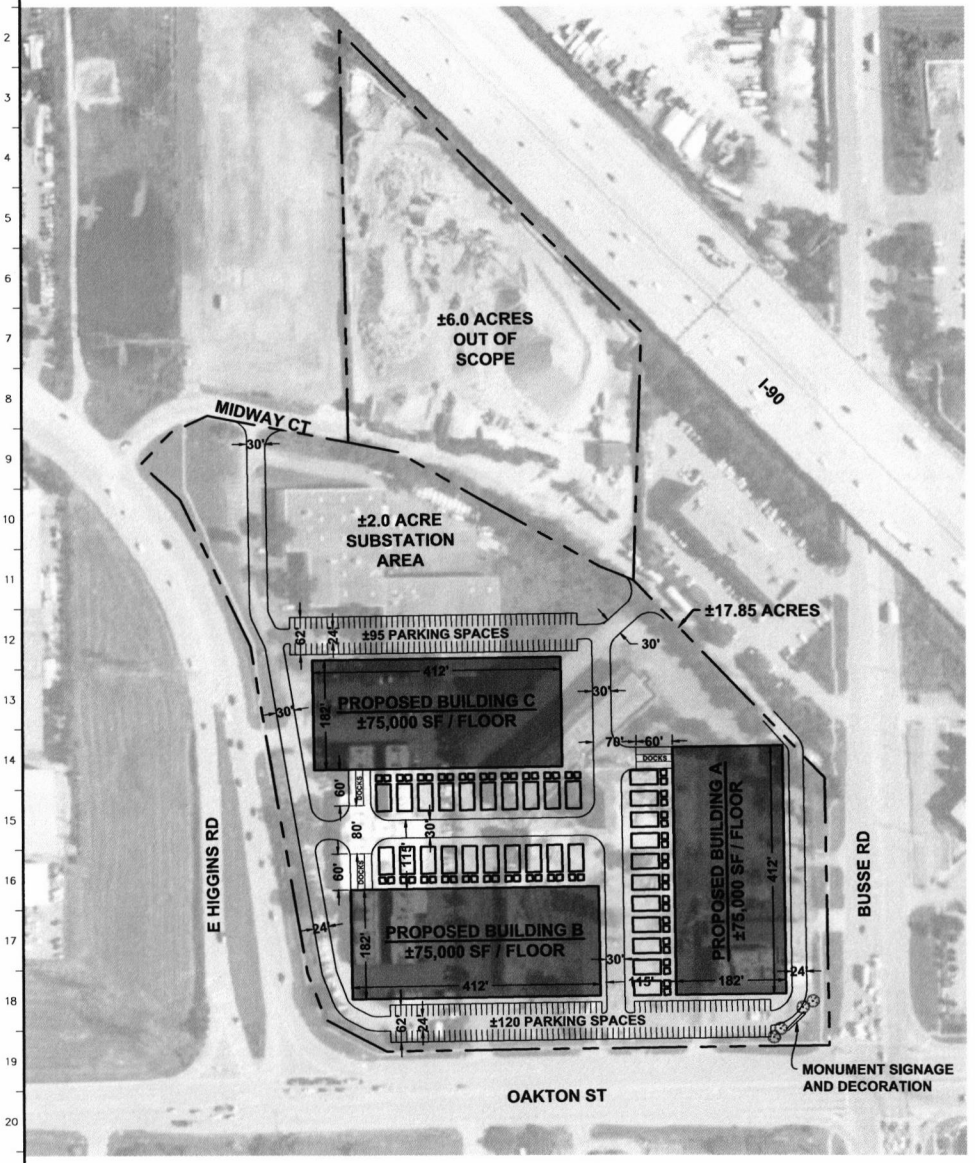
Notary Public

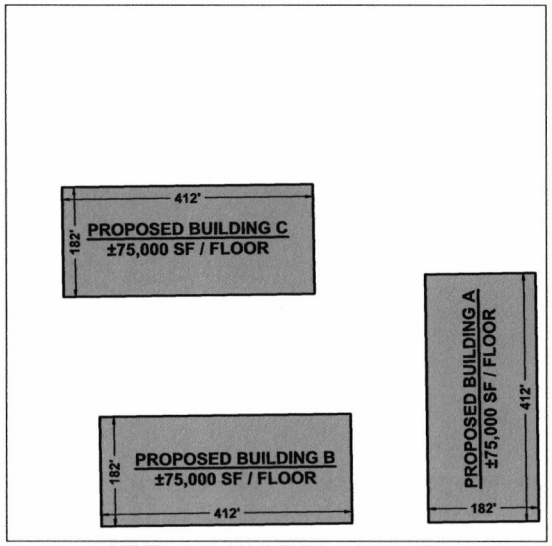
NOTE: Any person who knowingly submits a false statement concerning the identify of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

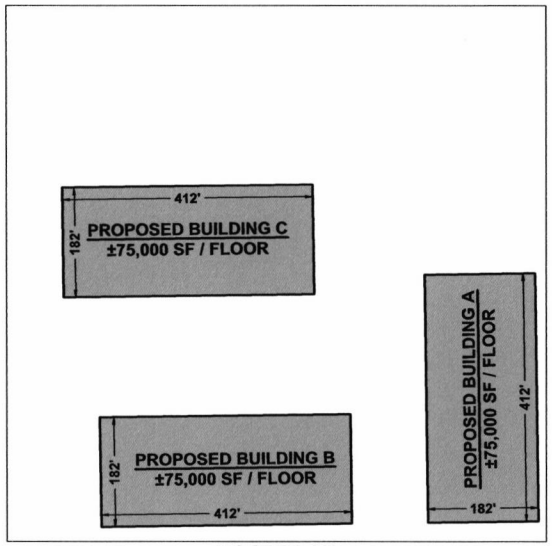
EXHIBIT D
PROPOSED DEVELOPMENT SITE PLAN

[attached]





LEVEL 2 PLAN (LEVEL 3 SIMILAR)



ROOF PLAN

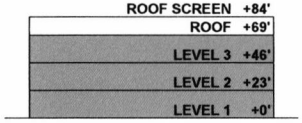
BUILDING AREAS:

BUILDING A:
LEVEL 1: ±75,000 SF
LEVEL 2: ±75,000 SF
LEVEL 3: ±75,000 SF
TOTAL BLDG A: ±225,000 SF

BUILDING B:
LEVEL 1: ±75,000 SF
LEVEL 2: ±75,000 SF
LEVEL 3: ±75,000 SF
TOTAL BLDG B: ±225,000 SF

BUILDING C:
LEVEL 1: ±75,000 SF
LEVEL 2: ±75,000 SF
LEVEL 3: ±75,000 SF
TOTAL BLDG C: ±225,000 SF

TOTAL BUILDING AREA:
±675,000 SF



TYPICAL 3 LEVEL BUILDING SECTION

N

0 100 200 400

1" = 200'

PRELIMINARY, NOT FOR CONSTRUCTION

AME
ARCO MURRAY ENGINEERING

ARCO MURRAY
DESIGN BUILD

PROPOSED FACILITY FOR:
PRIME DATA CENTERS
BUSSE RD
ELK GROVE VILLAGE, IL

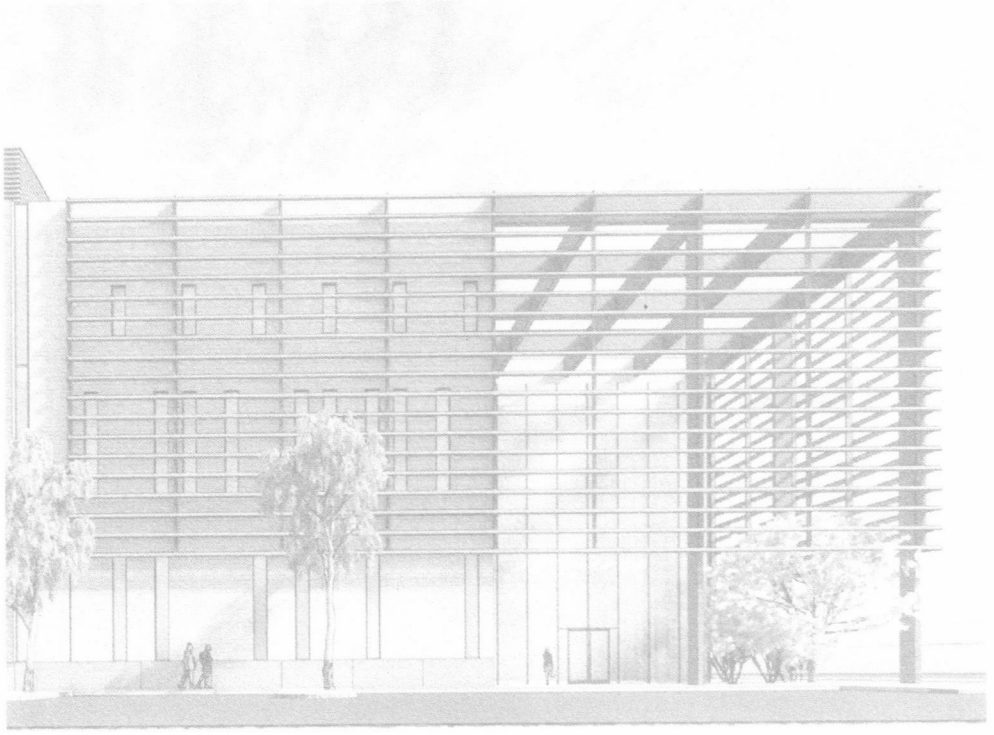
DATE: 7/8/2021

PRELIMINARY SITE PLAN

SHEET NUMBER
C1.0

EXHIBIT E
PROPOSED BUILDING ELEVATIONS

[attached]



Prime Data Centers

Elk Grove Village | 9.10.2021

Gensler

© 2021 Gensler

Exterior Concept

© 2021 Gensler


Exterior Perspective
View from Southeast Corner
Prime Data Centers | Elk Grove Village
9.10.04
Gensler


Exterior Elevation Detail
View from Southeast
Prime Data Centers | Elk Grove Village
9.10.2021
Gensler


Exterior Elevation Detail
View from South
Prime Data Centers | Elk Grove Village
9.10.2021
Gensler

VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

ATTACHMENT K

Tax Increment Financing Areas
Schedule of Revenues, Expenditures and Changes in Fund Balance
For the Fiscal Year Ended April 30, 2025

	Busse/ Elmhurst Redevelopment
Revenues	
Taxes	$ 42,806,753
Investment Income	2,390,982
Miscellaneous	—
Total Revenues	45,197,735
Expenditures	
Highways and Streets	
Other Charges	—
Community Development	
Personal Services	345,777
Professional Development	1,580
Other Charges	791,899
Capital Outlay	19,312,806
Debt Service	
Principal Retirement	202,274
Interest and Fiscal Charges	—
Total Expenditures	20,654,336
Excess (Deficiency) of Revenues Over (Under Expenditures	24,543,399
Other Financing Sources (Uses)	
Disposal of Capital Assets	202,274
Transfers In	—
Transfers Out	(16,000,000)
	15,797,726
Net Change in Fund Balances	8,745,673
Fund Balance - Beginning	26,829,368
Fund Balances - Ending	35,575,041

VILLAGE OF ELK GROVE VILLAGE, ILLINOIS

ATTACHMENT K

Tax Increment Financing Areas
Schedule of Fund Balance by Source
For the Fiscal Year Ended April 30, 2025

	Busse/ Elmhurst Redevelopment
Beginning Balances	26,829,368
Deposits	
Taxes	$ 42,806,753
Investment Income	2,390,982
Miscellaneous	—
Disposal of Capital Assets	202,274
Transfers In	—
Total Deposits	45,400,009
Expenditures	
Highways and Streets	
Other Charges	—
Community Development	
Personal Services	345,777
Professional Development	1,580
Other Charges	791,899
Capital Outlay	19,312,806
Debt Service	
Principal Retirement	202,274
Interest and Fiscal Charges	—
Transfers Out	16,000,000
Total Expenditures	36,654,336
Ending Balances	35,575,041
Ending Balances by Source	
Not Applicable	—
Ending Balances	35,575,041

ATTACHMENT L

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH PUBLIC ACT 85-1142

October 15, 2025

The Honorable Village President
Members of the Board of Trustees
Village of Elk Grove Village, Illinois

We have audited the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Village of Elk Grove Village, Illinois, as of and for the fiscal year ended April 30, 2025, and have issued our report separately dated October 15, 2025. These financial statements are the responsibility of the Village of Elk Grove Village, Illinois' management. Our responsibility is to express an opinion on these financial statements based on our audit.

We have also audited the Village of Elk Grove Village, Illinois' compliance with the provisions of subsection (q) of Illinois Compiled Statutes 65 (ILCS) 5/11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) for the fiscal year ended April 30, 2025 for the Tax Increment Financing Area Funds. The management of the Village of Elk Grove Village, Illinois, is responsible for the Village's compliance with those requirements. Our responsibility is to express an opinion on compliance with those requirements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the requirements referred to above occurred. An audit includes examining, on a test basis evidence about the Village of Elk Grove Village, Illinois' compliance with those requirements. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the Village of Elk Grove Village, Illinois, complied in all material respects with the requirements of subsection (q) of Illinois Compiled Statutes 65 (ILCS) 5/11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) for the fiscal year ended April 30, 2025 for the Tax Increment Financing Area Funds.

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP