STATE OF ILLINOIS  
COUNTY OF DEKALB ) SS
CITY OF DEKALB    )

I, DIANE K. WRIGHT, do hereby certify that I am the duly appointed and City Clerk of the City of DeKalb, DeKalb County, Illinois, and as such officer I am the keeper of the records and files of the City Council of said City.

I do further certify that the attached is a true and correct copy of:

ORDINANCE 11-14

AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH BGR DEKALB LLC REGARDING PROPERTY LOCATED AT 2600 WIRING PARKWAY.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 11th day of April 2011. The original is now on file in my office.

WITNESS my hand and the official seal of said City this 17th day of July 2012.

DIANE K. WRIGHT, City Clerk

Prepared by:

and Return to:
City Clerk
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
ORDINANCE 11-14        Passed April 11, 2011

AUTHORIZING THE EXECUTION OF A
FOURTH AMENDMENT TO THE
DEVELOPMENT AGREEMENT WITH BGR
DEKALB LLC REGARDING PROPERTY
LOCATED AT 2600 WRISING PARKWAY.

WHEREAS, BGR DeKalb LLC, and the City of DeKalb have previously entered into an Third
Amended Development Agreement regarding the property located at 2600 Wirsing Parkway
(formerly designated as 12101 Barber Greene Road); and,

WHEREAS, the Third Amended Agreement included language requiring BGR DeKalb, LLC to post
a Letter of Credit to secure certain obligation sunder the Agreement; and,

WHEREAS, BGR DeKalb, LLC has requested that Agreement be further amended to permit the
Letter of Credit to be eliminated; and,

WHEREAS, it is in the best interests of the City of DeKalb to further amend the Development
Agreement to eliminate the provisions requiring a Letter of Credit; now,

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as
follows:

Section 1. The Mayor of the City of DeKalb is authorized and directed to execute a Fourth
Amended Development Agreement with BGR DeKalb LLC, pertaining to the property legally
described therein, a copy of which is attached hereto and made a part hereof as Exhibit “A”.

Section 2. The City Clerk of the City of DeKalb, Illinois, is authorized and directed to attest to the
Mayor’s signature, and to record said Agreement with the DeKalb County Recorder.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof
held on the 11th day of April, 2011 and approved by me as Mayor on the same day. Passed in
omnibus form, on the consent agenda, by roll call vote: 8-0. Aye: Simpson, Teresinski, Verbic,
Gallagher, Naylor, Baker, Kammes, Povlsen.

ATTEST:

[Signature]
STEVEN KAPITAN, City Clerk

[Signature]
KRIS POVLSEN, Mayor

2012014797
Prepared By:
City of DeKalb
Legal Department
200 South Fourth Street
DeKalb, IL 60115

Return To:
Planning & Economic
Development Division
200 South Fourth Street
DeKalb, IL 60115

FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR
THE DEVELOPMENT OF 2600 WIRSING PARKWAY,
DEKALB, ILLINOIS, A PORTION OF
PEACE CORPORATE CENTER

THIS FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT is
made and entered into in duplicate original this 11th day of APRIL, 2011, by and
between the CITY OF DEKALB, an Illinois home rule municipal corporation located in
DeKalb County, Illinois (the “City”), and BGR DEKALB, LLC., an Illinois Limited
Liability Company (the “Developer”), and is as follows:

RECITALS

WHEREAS, on July 23, 2007, the parties entered into an Amended Development
Agreement (the “Agreement”) for the development of real property located at 2600 Wirsing
Parkway, DeKalb, Illinois; and

WHEREAS, the Agreement provides that the Developer is required to post a Letter of
Credit as Security for certain Developer obligations under the Agreement, including 50 jobs
which must be created and maintained by 3M for a period of 5 years; and

WHEREAS, the Developer is requesting that the Agreement be amended to permit
the Letter of Credit to be eliminated based on compliance with the number of jobs created by
the Developer’s projects located at 2600 Wirsing Drive and 1211 Fairview Drive; and

WHEREAS, the City has determined that the Developer’s projects located at 2600
Wirsing Drive and 1211 Fairview Drive has net an additional 122 jobs to the DeKalb area
over and above what was required by each project’s development agreement and have been
maintained since 2009; and,

WHEREAS, the City has determined that the 122 additional jobs created by the
Developer’s projects should be credited towards the 50 jobs required to be maintained at the
2600 Wirsing Drive each year per the remaining two years on the Letter of Credit and
therefore the Developer should be released of its obligation to renew the Letter of Credit; and
NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree that the Amended Development Agreement be further amended as follows:

1. **INCORPORATION OF RECITALS**

The Recitals set forth above are incorporated into the terms of this Amendment as though fully set forth herein.

2. **AMENDMENT OF SECTION 6 B 2**

That the Amended Agreement shall be further amended in Section 6 B 2 by adding Subsection © to read as follows:

2. (a) In further consideration of the City’s obligations set forth in this Agreement, Developer agrees to obtain a Letter of Credit from a banking facility acceptable to the City Attorney in an initial amount of $280,000.00 for reimbursement of the City’s portion of the watermain system improvements and the waiver of building and permit fees as herein set forth. If 3M Company has performed the obligations set forth in accordance with the terms and conditions of this Agreement, the Letter of Credit may be reduced by twenty per cent (20%) on or after eighteen (18) months after the date on which the last temporary occupancy permit is issued for the Warehouse Distribution Center. On each year after that reduction, for up to five (5) years, if 3M Company has performed the obligations set forth in accordance with the terms and conditions of this Agreement, the Letter of Credit may be further reduced by sixteen per cent (16%). The Developer shall supply the City with written confirmation of 3M Company’s compliance with these terms and conditions at the time of its request for reduction of the Letter of Credit. Such reduction in the Letter of Credit must be approved in writing by the City Attorney.

   (b) Such Letter of Credit may be drawn upon by the City in the event that the 3M Company fails to: (a) occupy the Warehouse Distribution Center within eighteen (18) months of the date of this Development Agreement, (b) fails to create at least fifty (50) jobs new to the City of DeKalb, paying an annual wage of at least $30,000.00 within eighteen (18) months of the date of this Development Agreement, or (c) fails to maintain at least fifty (50) jobs new to the City of DeKalb, paying an annual wage of at least $30,000.00 for a period of at least five (5) years from the date of said company’s occupancy of the Warehouse Distribution Center. Should the City recapture any of its costs from future development of adjacent properties, as set forth in Paragraph 5B(2), within the term of this Letter of Credit, the Letter of Credit shall be reduced by such recaptured costs.

   (c) The City of DeKalb hereby releases the Developer of its obligation to renew the Letter of Credit as of the date of this Fourth amendment.
3. ENTIRE AGREEMENT

All other terms and conditions of the Agreement shall remain in full force and effect. This Amendment to the Agreement supersedes all prior agreements, negotiations and understandings, written and oral, of Section 6 B 2 and is a full integration of Section 6 B 2 of the Agreement.

4. SUCCESSORS AND ASSIGNS

This Amendment may not be assigned without the prior written approval of the City; such approval may not be unreasonably withheld.

5. TIME OF ESSENCE

Time is of the essence of this Agreement and of each and every provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and by so executing each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

CITY OF DEKALB,
An Illinois municipal corporation

By: [Signature]

Kris Povlsen, Mayor

ATTEST:

[Signature]

Steven C. Kapitan, City Clerk

DEVELOPER:

BGR DEKALB, LLC

By:

[Signature]

Roy L. Splansky
Member
Exhibit “A” LEGAL DESCRIPTION

That part of Sections Twelve (12) and Thirteen (13), Township Forty (40) North, Range Four (4) East of the Third (3rd) Principal Meridian, and that part of Sections Seven (7) and Eighteen (18), Township Forty (40) North, Range Five (5) East of the Third (3rd) Principal Meridian, DeKalb County, Illinois, described as follows, to wit:

Commencing at the Northeast corner of said Section Thirteen (13); thence Southerly, along the East line thereof, a distance of 107.91 feet to a point on the Northerly right of way line of Barber Greene Road, said point being the Point of Beginning of the following described parcel; thence Southeasterly, along said Northerly right of way line, said line also being the Southerly line of the property described in a warranty deed recorded in Book 288 of Deeds of page 579, in the Office of the DeKalb County Recorder, at an angle of 109 degrees 02 minutes 01 seconds (108 degrees 56 minutes 17 seconds per deed) as measured clockwise from the last described course, a distance of 1021.93 feet to the Northwesterly right of way line of Peace Road as recorded September 7, 1988 as Document No. 88007045 in the Office of the DeKalb County Recorder; thence Northwesterly, along said Northwesterly right of way line, at an angle of 137 degrees 51 minutes 07 seconds (137 degrees 47 minutes 58 seconds per deed) as measured clockwise from the last described course, a distance of 37.20 feet to a point 50 feet Northwesterly of the Westerly line of Parcel “E” of the Emma Klages Farm as recorded in Book “M” of Plats at page 83 as Document No. 320526 in the Office of the DeKalb County Recorder; thence Northwesterly, along the Northwesterly right of way line of said Peace Road as conveyed from Caterpillar Paving Products, Inc. to DeKalb County per Document No. 99009527, at an angle of 137 degrees 44 minutes 42 seconds (137 degrees 48 minutes 23 seconds per deed) as measured clockwise from the last described course, a distance of 1894.03 feet to a point 203.11 feet Southwesterly of the North line of Parcel “D” of said Emma Klages Farm, said point being on the Southerly right of way line of Oakland Drive; thence Northerly, along said Southerly line at an angle of 165 degrees 36 minutes 06 seconds as measured clockwise from the last described course, a distance of 30.26 feet; thence Northwesterly, along said Southerly line at an angle of 141 degrees 53 minutes 28 seconds as measured clockwise from the last described course, a distance of 21.97 feet; thence Northwesterly, along said Southerly line, at an angle of 137 degrees 05 minutes 39 seconds as measured clockwise from the last described course, a distance of 66.67 feet; thence Northwesterly, along said Southerly line, at an angle of 170 degrees 24 minutes 21 seconds as measured clockwise from the last described course, a distance of 46.16 feet; thence Northwesterly, along said Southerly line, at an angle of 177 degrees 44 minutes 00 seconds as measured clockwise from the last described course, a distance of 127.01 feet; thence Westerly, along said Southerly line, parallel with the South line of said Parcel “D”, at an angle of 174 degrees 30 minutes 26 seconds as measured clockwise from the last described course, a distance of 365.87 feet; thence Northwesterly, along said Southerly line of Oakland Drive, being the arc of a curve concave Northeasterly, having a radius of 468.00 feet and whose chord forms an angle of 190 degrees 59 minutes 13 seconds as measured clockwise from the last described course, an arc distance of 179.48 feet to a point on the South line of said Parcel “D”; thence Westerly, along the South line of said Parcel “D”, at an angle of 169 degrees 00 minutes 47 seconds as measured clockwise from the last described chord, a distance of 227.46 feet to the Southwest corner thereof, said point being on the Easterly right of way line of the Chicago & Northwestern Railroad; thence Northeasterly, along said Easterly right of way line, at an angle of 56 degrees 29 minutes 42 seconds (56 degrees 34 minutes 00 seconds deeded) as measured counterclockwise from the last described course, a distance of 79.17 feet (79.09 feet deeded) to the Northwest corner of said Parcel “D”; thence Westerly, at an angle of 56 degrees 33 minutes 51 seconds as measured clockwise from the last described course, a distance of 119.83 feet to the Westerly right of way line of the Chicago & Northwestern Railroad; thence Southwesterly, along said Westerly right of way line at an angle
of 123 degrees 21 minutes 33 seconds as measured clockwise from the last described course, a
distance of 1842.01 feet (1842.15 feet deed) to the Northerly right of way line of said Barber
Greene Road; thence Southeasterly, along said Northerly right of way line at an angle of 73
degrees 46 minutes 29 seconds (73 degrees 45 minutes 33 seconds deed) as measured
clockwise from the last described course, a distance of 374.51 feet to the Point of Beginning,
containing 52.732 acres, more or less.

Commonly known as: 12101 Barber Greene Road