I, **LYNN A. FAZEKAS** do hereby certify that I am the duly appointed 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:

**RESOLUTION 2019-051**

**AUTHORIZING A FINAL DEVELOPMENT INCENTIVE AGREEMENT FOR THE RENOVATION OF THE EGYPTIAN THEATRE, 135 N. SECOND STREET, DEKALB, ILLINOIS.**

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, on the 11th day of March 2019. The original will be kept on file at the City of DeKalb Municipal Building.

**WITNESS** my hand and the official seal of said City this 8th day of April 2019.

[Signature]

**LYNN A. FAZEKAS, City Clerk**

Prepared by and Return to:

City Clerk's Office
City of DeKalb
200 S. Fourth Street
DeKalb, Illinois 60115
Prepared by and Return to:
City of DeKalb
Attention: City Attorney
200 S. Fourth Street
DeKalb, IL 60115

EGYPTIAN THEATRE
FINAL DEVELOPMENT INCENTIVE AGREEMENT
CITY OF DEKALB
This Incentive Agreement (the "Agreement") is made and entered the 11th day of March, 2019 by and among the City of DeKalb, an Illinois municipal corporation located in DeKalb County, Illinois, (the "City"), and Preservation of Egyptian Theatre, Inc. (the "Owner"). The City and the Owner are collectively referred to as "Parties" and individually referred to as a "Party."

RECITALS

A. The Owner is the owner of record of approximately 0.4 contiguous acres of real property at 135 N. 2nd Street, situated with frontage on 2nd Street and Locust Street in the City of DeKalb, DeKalb County, Illinois, which property is legally described on Exhibit A attached hereto and incorporated herein by reference as the "Property". The Property is comprised of 1 parcel of land. The Property has been operated as a not for profit theatre ("the Theatre") and requires public and private financial support to operate the Theatre and maintain the Property.

B. On December 18, 2018, the City Council of the City of DeKalb approved a Preliminary Development Incentive Agreement ("Preliminary Agreement", the contents of which are incorporated by reference herein) which provided conditional and contingent approval of concept plans attached thereto as Preliminary Agreement Group Exhibit B ("Concept Plans"), and conditional and contingent approval of a Development Incentive to the Owner, for the completion of major capital upgrades to the Property and the Theatre.

C. The City has previously approved a final plat for the Property and has approved of the transfer of a portion of property owned in fee simple by the City, adjacent to present Palmer Court, to the Owner.

D. At the time of approval of the Preliminary Agreement, the Parties acknowledged that the City was contemplating the creation of a new Central Business District Tax Increment Financing District ("CBD TIF" or "TIF 3"), within which the Theatre was proposed to be located. The Preliminary Agreement acknowledged that if the CBD TIF was created, the City would approve an amendment to the Preliminary Agreement to authorize the transfer of the obligation to pay the development incentive contemplated therein from the Central Area Tax Increment Financing District ("TIF 1") to the CBD TIF. The Parties acknowledge that this Agreement shall serve both to authorize such transfer of obligation (with the creation of the CBD TIF), and also to authorize the transfer or "porting" of funds between TIF 1 and the CBD TIF to provide a funding source for the obligation.

E. The City incorporates by reference those findings in the Preliminary Agreement with respect to the identification of expenses which are eligible for Tax Increment Financing ("TIF"), the existence of blight on the Property, the need for the Development Incentive contemplated herein, the existence of but-for causality between the payment of the incentive and the improvement of the Property and Theatre, and the related benefit generated within the TIF both on the Property and surrounding properties
which is anticipated to be caused by the construction of the improvements contemplated herein.

F. The City seeks to also provide final approval to the Development Incentive, as defined below, and approval of those conditions outlined herein. The City also seeks to provide approval of the plans and elevations, attached hereto as Group Exhibit B (“the Plans”).

G. The City and the Owner thus have negotiated and have voluntarily entered into this Agreement for purposes of enabling the redevelopment of the Property consistent with the Plans and this Agreement, subject to further agreement or amendment as described below.

H. The City acknowledges that the Owner’s proposed use of the Property, as set forth in this Agreement, will be compatible with and will further the planning objectives of the City and that the redevelopment of the Property to the City will be of benefit to the City, will permit orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents. The Owner acknowledges that the City is not required to provide the incentive contemplated herein, and that the City’s agreement to conditionally approve the incentive in accordance with the provisions of this Agreement, to provide access to public utility services and other City services, and to otherwise perform the City’s obligations under this Agreement constitutes valuable, bargained-for consideration that benefits the Owner and the Property.

I. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement and the conditional approval of an incentive for the Property have been given, made, held and performed by the City as required by the Illinois Municipal Code, and all other applicable statutes, and all applicable ordinances, regulations and procedures of the City.

J. The Corporate Authorities have duly considered all necessary matters to enter into this Agreement and have further duly considered the terms and provisions of this Agreement and have authorized the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City.

**NOW, THEREFORE,** in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

**ARTICLE I: INCORPORATION OF RECITALS**

The Parties acknowledge that the statements and representations contained in Paragraphs A through J, both inclusive of the foregoing recitals are true and accurate and incorporate such recitals into this Agreement as if fully set forth in this Article I.
ARTICLE II: DEVELOPMENT AND MAINTENANCE OF THE PROPERTY:

A. Owner's Responsibility to Maintain:

The Owner shall be responsible for the maintenance and care of any and all common areas, landscaped areas, private alleys or sidewalks or other improvements within the Property and for maintaining all buildings on the Property in accordance with all City Building, Zoning and Property Maintenance Codes, and in accordance with the terms set forth in this Agreement. The Owner shall assume full responsibility for ensuring the property's compliance with the applicable codes and requirements. The Owner shall also be responsible for construction of all new improvements, pathways and amenities as depicted in the approved final plans, unless the City agrees, in writing, that it shall be responsible for some portion of construction of a public improvement. Owner agrees and acknowledges that no portion of the Property shall be used for any residential or lodging purpose.

B. Backup Special Service Area:

Owner and its successors, assignees and grantees, shall not object to and agree to cooperate with the City in establishing a special service area ("SSA") after final plan approval, for the Property, to be utilized as a backup mechanism for the care and maintenance of the Common Facilities, which include but are not limited to, lighting, sidewalks, private roads or alleys, paved areas, drains, tiles, waterways, valves and related appurtenances, landscaped areas, bike/pedestrian paths, racks, property monumentation, signage, rubbish disposal facility enclosures, park areas, open space and any other common areas of the Property.

Owner shall have the primary responsibility of providing for the regular care, maintenance, renewal and replacement of the Common Facilities including, without limitation, the mowing and fertilizing of grass, removal of debris or garbage, pruning and trimming of trees and bushes, lighting, sidewalks, removal and replacement of diseased or dead landscape materials, mosquito abatement, property monumentation and signage, maintenance of valves and related appurtenances, landscaping, maintenance of all private curbs and roadways, driveways and drive aisles, and the repair and replacement of signs, so as to keep the same in a clean, sightly and first class condition (the "Common Facilities Maintenance"). Common Facilities Maintenance shall be limited to the maintenance and upkeep of existing improvements, improvements described herein, and any then-current improvements at the time of performing maintenance.

If at any time the Owner fails to conduct the Common Facilities Maintenance within a reasonable time after being notified by the City to do so, then the City shall have the right, but not the obligation, to undertake such maintenance and utilize the SSA to provide sufficient funds to pay the costs of the Common Facilities Maintenance undertaken by the City. The Owner shall, upon the request of the City, grant the City an easement ("Common Facilities Maintenance Easement") over all of those Common Facilities located on the Property in favor of the City. The substance of the Common Facilities Maintenance Easement shall be as approved by legal counsel for the City. Said SSA shall have a rate as reasonably determined by the City Engineer not in excess of two hundred-hundredths
percent (2.0%, being 200¢ per $100). Approval of this Agreement shall be deemed to constitute consent to the City’s establishment of a special service area as herein described.

Nothing in this Agreement shall prevent the City from levying or imposing property taxes, including but not limited to special service areas, special assessment areas, or other ad valorem or flat rate taxes upon the Property in the manner provided by law which are applicable to and apply equally to all other properties within the City or from establishing a special service area that encompasses solely the Property.

Owner shall execute a copy of the Waiver of Objection to Special Service Area in the form substantially as attached hereto as Exhibit C, within ninety (90) days of the date of closing upon the last of the parcels comprising the Property.

C. Excavation and Grading:

In order to provide adequate assurance of performance and installation and maintenance of erosion control measures, this Agreement shall serve as the Owner’s pledge to comply with all applicable codes and regulations. This pledge shall be secured by the Owner Surety as described below.

D. Owner Surety:

1) The Parties acknowledge that pursuant to the City’s customary requirements and the applicable provisions of City Code, there are obligations herein that would be required to be secured through the posting of a letter of credit, cash escrow, bond or other security. As the City is providing the Owner with a substantial economic incentive under the terms of this Agreement, the City is agreeing to waive the requirement of posting certain security, where this Agreement indicates that the process in question is secured by the Owner Surety prior to payment of the Development Incentive. The Owner Surety shall be as defined in this section.

2) The Owner, in order to induce the City to waive the application of requirements of posting security, pledges that it shall comply with applicable requirements and shall pay all sums necessary to comply with the requirements and construct required improvements in compliance with the approved final plans, and pledges its full faith and credit in order to comply with the same. In the event that the Owner fails to comply with a requirement secured by the Owner Surety, the City may: 1) issue a written demand that Owner comply with the applicable requirement or construct a specified improvement, which Owner shall comply with; 2) require Owner to post a letter of credit, cash escrow or bond in form and content acceptable to the City, in an amount not less than one hundred and twenty percent (120%) of the cost of the improvement or obligation at issue; 3) withhold the payment of any incentive due under this Agreement; 4) withhold or condition the issuance of any approval, permit or certificate due under this Agreement; 5) incur the expense in question and deduct or credit such expense against amounts otherwise due to the Owner
under the City incentive described herein; or, 6) pursue such other legal or equitable remedy as may be available.

3) Prior to payment of the Development Incentive as described herein, the City and Owner shall evaluate all outstanding items which are secured by the Owner Surety, including but not limited to any public improvements or any maintenance bond applicable during a maintenance period on a public improvement. Prior to payment of the Development Incentive, Owner shall either provide Replacement Security acceptable to the City or shall agree to the escrow of a portion of the Phase Two Incentive in an amount equal to one hundred twenty percent (120%) of the cost of the outstanding items.

a. If the Owner is required to provide Replacement Security under this subsection, the Owner shall provide such security to the City in the form of cash, irrevocable letters of credit or performance bonds. Bonds and letters of credit shall be in a form reasonably approved by the City Attorney and be issued by an entity reasonably approved by the City Manager or designee from a bank or financial institution located in the United States of America. Any bonds required under City Code or this Agreement shall be from a company licensed to do business in the State of Illinois. Any Letters of Credit required under City Code or this Agreement shall be from a financial institution reasonably acceptable to the City Manager (or designee), and the Owner shall provide such information or documentation as to the status of the proposed financial institution as the City Manager (or designee) shall reasonably require, to demonstrate their creditworthiness and stability. The amount of security posted with the City shall at all time equal one hundred twenty percent (120%) of the cost of completing those required public improvements not yet completed at the time of the City's implementation of this provision. The City Council shall authorize the reduction of such security from time to time, but no more than once every one-hundred and eighty (180) days, as related offsite work or public improvements within the Property are completed and reasonably approved by the City Engineer and prior to their acceptance of such improvements by the City. If the Replacement Security is for a Maintenance Bond, said bond shall remain in place for an 18-month period from date of acceptance by the City. Said maintenance bond shall be equivalent to twenty percent (20%) of the value of the improvement constructed and shall be in the form of a cash escrow, letter of credit, or other security acceptable in form and content to the City.

E. Security for Public Improvements:

In the event that the Owner constructs any public improvements (inclusive of improvements within or adjacent to a public right of way), then the provisions of this Agreement pertaining to such public improvements shall be invoked. Security to be provided by the Owner for the completion of the public improvements within or adjacent
to the Property or related off-site improvements, if any, shall be provided prior to the commencement of construction on the Property or right of way and shall be in accordance with the terms of this Agreement and applicable City ordinances, as modified by this Agreement. The Owner shall provide its Owner Surety to secure such obligation.

F. Acceptance of Public Improvements and Maintenance Bond for Public Improvements:

Upon completion of public improvements and acceptance by the City, the Owner shall provide a signed bill of sale for any items of personal property to be transferred to the City, and shall execute all documentation customarily required by the City to denote acceptance and transfer of ownership. Upon acceptance of any public improvement by the City as described above, Owner shall be entitled to a corresponding release or reduction of any required security, bond or letter of credit. For an 18 month period following acceptance of any public improvement, the Owner shall guarantee the workmanship of any public improvements constructed, and shall be responsible for the performance of any repairs or remediation required on such public improvements, as reasonably determined by the City Engineer, to return them to a condition in which they would be appropriate for initial acceptance by the City, including the repair of any ordinary wear and tear on the aforesaid improvements or the repair of any broken or damaged improvements. To secure the performance of this obligation, the Owner shall provide Owner Surety until payment of the Development Incentive, and shall thereafter provide Replacement Security, as described above.

G. Stop Work Orders:

The City shall issue stop orders as necessary to insure development occurs as required by this Agreement and City Ordinances. Unless issued in case of emergency, said stop orders shall be preceded by reasonable notice (not less than three business days) and opportunity to comply. In the event that the Owner fails to meet any deadline imposed under the terms of this Agreement or otherwise violates any provision of this Agreement, the City may issue stop work orders for any work at the Property, pending either the posting of a security acceptable to the City to guarantee the completion of all work required, or the entry of the Parties into an amendment to this Agreement.

H. Compliance with City Ordinances and Applicable Regulations:

The Parties agree that, except as specifically modified in this Agreement and the attached drawings and Exhibits, the Property shall be developed in compliance with all ordinances, codes and regulations of the City in effect at the time of development. The Parties acknowledge that it is the ultimate responsibility of the Owner to comply with any and all requirements of this Agreement and applicable City Codes. Thus, in the event that up to, but prior to construction or any time after execution of this Agreement, the City or its consultants issue a permit or give an approval not consistent with the terms of this Agreement or any applicable City Codes, such erroneous permit or approval may be of no force and effect and thus may be revoked. The Owner agrees that it may not rely on any such issued permit or approval for purposes of vested rights or estoppels to compel an improvement not consistent with the terms of this Agreement or applicable City Codes. The Owner hereby waives any claims of damages, of any type or character, against the
City, its employees or its consultants based on such erroneously issued permits or approvals. A utility easement with terms and provisions reasonably acceptable to Owner and the City shall be provided by the Owner as may be requested by the City Engineer. All construction shall be in accordance with the City codes and ordinances and any comments of the City Engineer, City Planner or other City consultants which shall be provided at the time of plan review, except as may be specifically modified and/or governed by this Agreement. All such comments must be addressed prior to site development. All permits from the Illinois Environmental Protection Agency or any other agency with jurisdiction over the Property, if any are applicable, must be issued prior to work on water main, sanitary sewer or storm sewer improvements commences. The Parties acknowledge that, at the time of preparation of this Agreement, the Plans have not been reviewed by the City Engineer or City Public Works Department, and the Owner agrees and acknowledges that it shall make all such amendments to the Plans as may be reasonably required pursuant to their review.

I. Site Control:

Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt, dust, and mud clots on streets and roadways adjacent to the construction site. Owner agrees that it shall inspect and clean the streets and roadways adjacent to and within 500 feet of the exit from Palmer Court to First and Second Streets, and take measures to control dust daily while construction is occurring on said site. Owner further agrees to periodically mow weeds, pick up trash and debris and repair and replace soil erosion control fencing so as to comply with applicable ordinances of the City, all of which activities may be contracted to its development trades and contractors. Owner shall also patch or repair damage to any roadway, path, driveway, sidewalk or other similar improvement which may be damaged during the course of Owner’s construction or maintenance activities. As security for such obligations, and as a condition of the issuance of any filling or grading permits, Owner shall provide the Owner Surety in a form consistent with the Owner Surety referenced hereinabove. In the event Owner fails to clean the Property, mow weeds, pick-up debris or repair or replace soil erosion control fencing as required, or fails to patch or repair any street, path, roadway or sidewalk within 24 hours after receipt of notice from the City of Owner’s failure to comply with this provision, then the City may perform or contract with others to perform such undertaking and invoke the Owner Surety. Owner shall, within 15 business days following written notice from the City, pay all such costs.

J. Building Codes:

In constructing improvements and conducting renovation on the Property, the Owner shall comply with all then-current building codes of the City of DeKalb or any other agency having jurisdiction over the Property, except as may be specifically modified and/or governed by this Agreement. At the time of any future amendments or modifications of the building or the Property, the Owner shall comply with the then-current code requirements of the City, except as may be specifically modified and/or governed by this Agreement.
K. Fire Suppression / Alarm:

The Owner shall install a full fire alarm and fire suppression system in the additional in compliance with applicable code requirements and shall, except during reasonable periods of maintenance, thereafter keep such systems in service, operational and in good repair.

L. Property Specific Conditions:

Owner shall comply with the following restrictions which shall be deemed to be applicable to the entire Building and Property, as a condition of this Agreement and the incentives included herein, and as a component of the zoning relief granted herein.

1) Preliminary details of the architectural theme, inclusive of architectural elevations, has been provided as part of the Plans. All renovations on the Property shall be built in compliance with the Plans in terms of design, elevations, appearance, aesthetics and building materials, which contemplate replacing existing building materials with like-kind materials of similar appearance and quality, in accordance with all applicable building codes. The Owner shall design, install and/or construct all signage, landscaping, lighting and improvements in conformance with the approved final plans. The exterior design, elevations, appearance, dimensions and building materials proposed for any structure or sign proposed to be built on the Property which does not directly comply with these requirements shall be subject to separate review and approval by the City Manager or designee, or at the Manager's discretion, may be required to be submitted to the City Council for review and approval. Following the installation of such materials, the Owner shall maintain such materials (including the exterior of the building, landscaping, parking areas and actions necessary to prevent the deterioration of the Property or its appearance, excepting ordinary wear and tear that does not violate applicable property maintenance codes.

2) Any future proposal to remodel any portion of the Property which would: a) change the number of units or bedrooms at the Property; or, b) add additional or revised structures, outdoor signage, facilities or reductions in landscaping shall be subject to review and approval by the City Manager, or at the Manager's discretion, may be required to be submitted to the City Council for review and approval.

3) The final plans for the Building shall be required to provide a consistent standard for any lighting, awnings or signage proposed to be installed on the Building. All lighting, awnings and signage shall be installed and thereafter maintained in accordance with these standards unless strict compliance is waived by the City Manager, it being the intention of the Parties that the signage and awnings on the Building shall be of a common design and character so as to promote a cohesive appearance of the Building.

4) The Owner shall reasonably comply with any request of the City to install, at
the City's cost and expense, wireless internet access points or other similar and related equipment on the Building or Property to permit the use of the Building or Property to aide in the provision of public internet and communications access, provided that such installation can be accomplished in such a fashion as to not impede the aesthetic appearance of the Building.

5) The Owner shall reasonably comply with any request of the City to install, at the City's cost and expense, security cameras on the Building or Property for use by the City, provided that such cameras are installed to monitor only public property or public access areas of the Property (e.g. the proposed walkway at the east side of the Property and/or parking areas), and further provided that such installation can be accomplished in such a fashion as to not impede the aesthetic appearance of the Building.

6) Owner shall collaborate with the City on the location and installation of fiber optic cables on the Property, in such locations as the City shall reasonably request, to permit service of the Property or other properties by fiber optic connections. Where and if Owner is installing fiber optic service within the Building, Owner shall install additional fiber optic cables for use by the City in providing public wireless internet access and/or security cameras as described herein, at the cost and expense of the City, upon request (and Owner shall reasonably collaborate with the City on such routing). Where Owner is running fiber optic cables on the Property or permitting others to cross the Property with such cables, Owner shall provide the City an opportunity to provide its own cables to be installed in the same location, at the cost and expense of the City.

7) Owner shall grant the City such public access and/or public utility easements as shall be reasonably requested by the City at the time of final plan approval.

8) Any marketing signs, off-site signage or temporary signs of any form shall be installed only in strict compliance with the applicable provisions of the UDO pertaining to permitting and authorization of such signs.

M. Public Safety Regulations: Trespass/Patrol Agreement:

The Parties shall keep in place at all times a No-Trespass Enforcement Agreement, in the then-current format utilized by the City of DeKalb (with such agreement currently being in the form attached hereto as Exhibit H), and shall cooperate at all times with regard to the enforcement of such Agreements. Owner shall also make itself and its management representative available for meetings with the City on a periodic basis (or as otherwise requested by the City) for the purpose of reviewing security plans, trespass enforcement lists or similar issues.

N. Knox Boxes:

The Owner shall install and maintain a 'Knox Box' entry systems for use by City of DeKalb emergency responders, at locations designated by the City of DeKalb Fire Chief, and shall ensure that such systems are available for use and operational at all times. At
minimum, one (1) Knox Box shall be installed at an approved location on each primary entrance to the Building.

O. Fire Life Safety License and Inspection Coordination:

The Owner acknowledges that the City operates a Fire Life Safety License Program requiring certain properties to be licensed by the City and to undertake certain inspection requirements. Owner agrees to comply with the then-current requirements of such program. Owner agrees that it shall coordinate and permit an annual inspection of the entirety of the Property by such personnel as the City shall reasonably designate, shall thereafter promptly remediate any violations observed during such inspections, and shall permit reasonable reinspection to confirm that all violations have been corrected. The Owner shall also grant consent to the City to inspect the Property at any time the City receives a complaint from any third party regarding an alleged violation of applicable codes or regulations. Nothing herein shall prohibit the Owner from objecting to the existence of any alleged violation as noted by the City, as provided by law. Inspections pursuant to this consent may be conducted by the City Police Department, Building, Public Works, or Fire Department staff, City Manager, or City Attorney, for purposes of determining compliance with the provisions of City Code, or for purposes of determining compliance with any other applicable code or regulation. The consent for inspection shall extend to any portion of the premises.

P. Common Area Surveillance:

The Parties acknowledge that the Owner maintains or prospectively shall maintain cameras or other equipment utilized to provide video surveillance and security coverage for the common areas of the Property and Building. The Owner agrees to provide to the City a connection and inter-link to any cameras so installed, so that the City can remotely monitor such common area surveillance videos from the City Police Department. The Owner shall be responsible for providing and maintaining all technology required to establish an external, static IP address securely accessible by the City with video feed in a format acceptable to the City Police Department. With regard to such interlink, the Parties agree to mutually indemnify and hold harmless the other party from any claim arising out of the monitoring or failure to monitor such systems. Such interlink shall permit the City to access a digital feed of live data collected on the Property, and shall also allow the City to access data stored in any recording devices installed or maintained by Owner with respect to such surveillance. All security cameras and security equipment in place on the Property shall be maintained in good and fully-operable condition.

ARTICLE III: BYLAWS AMENDMENT

The Development Incentive as defined herein is hereby unconditionally approved for the Owner and Property, for completion of the improvements as described in this Agreement and the related exhibits (“the Project”). However, prior to payment of any portion of the Development Incentive, the Owner shall amend its bylaws and take all other action as shall be necessary to create an additional voting seat on its governing board, with such seat being occupied by the Mayor of the City of DeKalb or his designee (with such designation not requiring any further approval by the City Council). The bylaws shall further be modified in such a fashion as to ensure that the composition of the board shall
not subsequently be changed to limit, dilute or reduce the authority or impact of this position on the Owner's board, and all such amendments shall be subject to the approval of the City Manager with the recommendation of the City Attorney.

ARTICLE IV: PROJECT STAGING:

The Parties acknowledge that the construction of the project upon the Property shall be staged. The Parties further acknowledge that the timeline contained in this Agreement may be extended by the City Council from time to time without requiring an amendment of this Agreement.

1) The Owner shall submit final plans, architectural and engineering documents and related documents and any required petitions or applications for other required approvals within ninety (90) days of the date of approval of this Agreement. Such plans shall include detail regarding the floorplans, architectural elevations, site layout and setbacks, utility connections and stormwater management, traffic flow, proposed uses and such additional information as shall be required by the City Manager or designee.

1. The final plans shall be subject to approval by the City Manager or designee, and Owner shall undertake all such revisions as shall be required to secure such approval. Setbacks, building lines, floor area ratios, building dimension limitations, height restrictions and other similar lot/building size/shape restrictions and regulations shall meet those standards as set forth in the City's Unified Development Ordinance unless otherwise approved as part of this Agreement. This Agreement shall expressly serve as the approval of the dimensions of the Property contemplated by the Plans (after such Plans are modified to comply herewith) and final dimensions shall be as provided in the final plans as approved.

2) Upon approval of the final plans, Owner shall expeditiously generate and submit final architectural plans, seek and apply for building permits and shall undertake construction or renovation of the buildings on the Property in accordance with the approved final plans.

3) Owner shall complete all construction on the Property within thirty-six (36) months of the date of approval of the final plans by City Council.

4) The City Manager or designee is and shall be authorized to approve of Owner's use of the adjacent Palmer Court or portions thereof, or other City-owned properties (including but not limited to those properties on Locust Street, and also including but not limited to temporary blockage or closure of Palmer Court for limited periods of time) for use by Owner in staging construction activities or storing construction materials, vehicles or equipment without requirement of further City Council approval, provided that Owner shall be responsible for the restoration of any damage caused by such activities. Additionally, it is contemplated that during the course of construction, Owner may utilize that portion of City-owned property
immediately south of the Theatre, towards the eastern intersection of Palmer Court and North 2nd Street, and in the course of such activities will likely cause damage to such area. Such area shall be restored with landscaping, paver bricks, pathways or other improvements in form and content acceptable to the City Manager or designee thereof.

5) The Parties acknowledge that at the time of approval of this Agreement, the final configuration of the existing landscaped area at the west end of the Property is not known. The Owner shall develop a plan for preservation, restoration or alternate use of said area, which plan shall be subject to approval by the City Manager or designee. Owner shall construct or install all improvements required by said approved plan, unless the City Manager shall excuse any portion of such performance.

6) The existing garbage enclosure adjacent to the Property shall be relocated to the south side of Palmer Court pursuant to the Plans. All costs associated with such relocation and installation of the new garbage facilities shall be the responsibility of the Owner.

ARTICLE V: INFRASTRUCTURE:

A. Water Mains and Potable Water Supply:

The Property is currently serviced by an existing connection to the City's potable water system. The Owner shall have the right to connect to and use such system and mains upon payment of the costs of connecting to the City's water mains and the costs of any water meters or related devices. Owner shall not be required to pay tap-on, connection or water capital fees. The Owner shall be responsible for constructing all on-site and off-site improvements necessary to connect to the Property and any development on the Property to the presently existing water mains and potable water supply of the City. The Owner shall be exclusively responsible for the payment of all costs, expenses and charges associated with the design, construction and permitting of such improvements, including but not limited to any security required under this Agreement or applicable law, any permits required by the City, the Illinois Environmental Protection Agency or any other agency having jurisdiction, or any other costs whatsoever.

B. Storm Water Retention, Facilities and Improvements:

The Parties acknowledge that given the nature of the proposed development and the amount of impervious surface area currently on the Property, the Owner shall not be required to construct any new stormwater retention facilities on the Property. However, the Owner shall connect any gutters or downspouts into a storm sewer, and shall replace or restore any storm sewers damaged during the course of construction, in a fashion acceptable to the City Engineer.
C. **Sanitary Sewers:**

The City shall cooperate with the Owner and execute all applications, permit requests and other documents required to obtain sanitary sewage treatment service from the DeKalb Sanitary District in order to allow the Owner's connection to the existing and future sanitary sewer lines installed on the interior and exterior of the Property. It shall be the Owner's responsibility to contact the DeKalb Sanitary District to ascertain the status of and make the appropriate contributions toward any existing recapture agreements pertaining to sanitary sewer lines, lift stations or other sanitary system infrastructure, or contributions, accommodations, or agreements regarding the oversizing of sanitary sewer lines or other sanitary system improvements required by the DeKalb Sanitary District. No separate sanitary sewer fees are due to the City, except for standard building permits, connection and inspection fees, and any fees collected by the City on behalf of the DeKalb Sanitary District payable City-wide as a condition to connection to and the use of the system by all properties.

D. **Utility Connections:**

The installation of the necessary and appropriate on-site electric, natural gas, cable, television, telephone facilities, and future internet access facilities (when available) to the Property shall be by underground installation and pursuant to the requirements of such utility companies or pursuant to the agreement of the City with such entities and at no cost to the City. The City agrees to cooperate with the Owner to permit the extension of all such utilities along existing public right-of-ways and/or City owned property and otherwise allow the extension of all necessary utilities to the Property, provided, however, that the City's agreement to cooperate with the Owner to allow the extension of utilities to the Property shall in no way relieve the Owner of its obligations to obtain any and all easements and permits necessary to do so, at Owner's sole cost and expense.

E. **Grant of Easements / Right of Way:**

The Parties acknowledge that at present, the City does not contemplate the installation of additional public utilities or street improvements in the vicinity of the Property. However, the Owner agrees and acknowledges that it shall grant to the City, at no cost to the City, easements or right of way along the perimeter of the Property upon request, if required for the construction or maintenance of public improvements owned or operated by the City, or by any governmental entity providing services to the Property. Such easements shall be limited in size as reasonably required to provide area for public improvements.

**ARTICLE VI: DEVELOPMENT INCENTIVE:**

A. **Necessity of Incentive:**

The Parties acknowledge that the Property, as currently configured, does not allow for realization of its full economic impact to the downtown, nor does the lack of modern mechanical equipment provide adequate climate control necessary for the preservation of its unique architectural features. The Parties further acknowledge that the buildings comprising the Property are blighted within the statutory definitions contemplated by the
Tax Increment Financing Allocation Act ("TIF Act"), and that the Owner is proposing to undertake a project that will incur substantial TIF-eligible expenses. The Parties further acknowledge that the Project is anticipated to generate substantial new revenues for the City and for other affected taxing districts and public entities, along with substantial new opportunities for commerce in the City’s downtown and other areas. Further, the Parties acknowledge that but-for the provision of the incentive described herein, the Owner would be unable to undertake the project contemplated herein, as based upon extensive study of the proposed project and its costs, and the Parties have mutually concluded that this project would not be economically feasible and the Owner would not undertake the project. Accordingly, the Parties agree and acknowledge that the Development Incentive as described herein is necessary in order to induce this project to occur, and satisfies all requirements applicable to such an incentive.

B. Development Incentive Defined:

The Owner commits that it shall invest not less than Four Million Dollars ($4,000,000) in the completion of the project as defined herein ("Project Completion Costs"), and shall proceed to construct all phases of the project (after obtaining required approvals outlined herein) in a good and workmanlike manner. Following such approvals, the City shall provide a total Development Incentive of Two Million Five Hundred Thousand Dollars ($2,500,000), payable through one or more phases as described herein ("the Development Incentive"). All provisions of this Article VI are contingent upon the Owner obtaining final approval of its plans as described above and complying with all provisions of this Agreement including but not limited to Article III. The total Development Incentive shall be an amount not to exceed the lesser of: 1) $2,500,000; or, 2) the sum of all TIF Eligible Costs as defined herein. Should the Project Completion Costs for the completion of the entirety of the project as described herein cost less than the anticipated $4,000,000, the City shall not diminish the amount of the Development Incentive, but Owner shall be required to deposit such savings (calculated as the sum of $4,000,000 less the actual Project Completion Costs) into a segregated account for expenditure towards future Capital Costs associated with the future and further improvement of the Property, and shall provide the City with documentation of such segregation of funds, and proof of use of such funds, in form and content acceptable to the City. “Capital Costs”, for purposes of this limitation, shall exclude maintenance and operational costs, and shall be limited to capital costs for future improvements to the Property for projects described in the attached Exhibit D, or any amendments thereto that may be approved by the City hereafter.

C. Definition of Eligible Costs:

1. Project Completion Costs, as described above, shall include all costs relating to the planning, purchase, demolition, remediation, restoration or construction of the project on the Property inclusive of the buildings on the Property, and such other costs as shall be included within the definition of Project Completion Costs as contemplated within the final development agreement. It shall include: all costs of property acquisition and closing costs; demolition, environmental remediation and site restoration costs; professional design and engineering fees; costs of utility service, installation or relocation, including
without limitation underground storm water pipes, sanitary runs or pipes, relocation of electric services and equipment, grease traps; interim financing and construction bridge loan interest costs; legal and other professional fees; costs associated with processing lien waivers and payment of project expenses; contractor, subcontractor and materialmen costs; mobilization, site-heating, temporary utility or other construction related costs; permit fees, tap-on, connection or recapture fees; delivery expenses; costs of permanent fixtures, furnishings and equipment; costs of constructing any public improvements that are directly associated with the completion of the project (e.g. sidewalks, driveway aprons, lighting); and other costs that are directly related to the construction on the Property and the improvements contemplated by the approved final plans.

2. TIF Eligible Costs shall include those costs which are eligible for reimbursement under the TIF Act to the fullest extent of the law, including but not limited to site assembly and acquisition costs, demolition and remediation costs, costs associated with providing or relocating public utilities to the Property, professional fees associated with the design, architecture, and/or engineering of the Property, costs associated with making permanent physical improvements to existing structures on the Property, and any other TIF eligible costs, whatsoever. TIF Eligible Costs shall only include costs incurred after the date of approval of this Agreement. Such costs shall be eligible for inclusion within the TIF Eligible Costs without regard to whether they are incurred before or after the contingencies contemplated herein are satisfied, and without regard to whether they are incurred before or after the property is rezoned and/or subjected to the requirements of a final development agreement.

3. For any cost to be included as a Project Completion Cost or TIF Eligible Cost, said cost must be documented in accordance with the Project Cost Documentation requirements appended hereto as Exhibit E.

D. Payment of Development Incentive:

Prior to the City providing payment of the Development Incentive, Owner shall comply with all of the conditions precedent described herein, and shall also provide the City Manager with evidence demonstrating Owner's financial ability to complete the entirety of the Project with available funding or borrowing, or through donated services in-kind. Owner shall also provide the City with an executed copy of the Promissory Note attached hereto as Exhibit F, and shall record an executed copy of the Mortgage attached hereto as Exhibit G, with both documents subject to such minor changes as shall be acceptable to the City Manager. Owner shall also provide the City with adequate title evidence, if required by the City Manager, demonstrating that the City's mortgage has priority over all other claims.

At such time, the City shall pay the Development Incentive to a third-party title company mutually acceptable to the Parties for deposit in a construction escrow
("Development Incentive Escrow"). The title company shall be authorized to make payment of TIF-Eligible expenses upon the title company’s: 1) receipt and approval of full lien waivers and related documentation compliant with Exhibit E; 2) receipt of a sworn statement from Owner’s attorney certifying that all costs which Owner seeks to have paid from the Development Incentive Escrow are TIF-Eligible Costs; and, 3) receipt of a written approval from the City Manager or designee. No further City Council approvals shall be required prior to deposit of the Development Incentive in the Development Incentive Escrow, nor prior to the payment of any funds from the Development Incentive Escrow. All Project Costs which are paid by Owner and which are not TIF-Eligible Costs paid through the Development Incentive Escrow shall nonetheless be subject to the requirements of Exhibit E, so as to provide evidence of Owner’s compliance with Article VI(B), above.

E. Forgiveness of Development Incentive:

The Development Incentive described herein is intended to be repaid as a forgivable grant. The Forgiveness Period shall be for a period of thirty (30) years, commencing upon the last date of payment of any portion of the Development Incentive from the escrow account described above (i.e. complete payment of all incentivized expenses), and concluding on the date which is the thirtieth anniversary of said date. The terms of forgiveness shall require the Owner to maintain operations of the Theatre for the duration specified above, in accordance with the terms of this Agreement and the final development agreement for the Property (and any amendments thereto), and also to take such actions and promptly pay or defend against any liens or other title encumbrances so as to secure the City’s position as first lienholder against the Property. Should Owner so perform, the incentive contemplated herein shall be deemed to have been forgiven in full. Should the Owner fail to perform, the City may, at such point, enforce its right of repayment by virtue of a contract action seeking damages for violation of this Agreement (if Owner refuses to pay upon demand), may initiate an action for foreclosure of the City’s mortgage(s), or may pursue such other legal or equitable remedies as may exist. Notwithstanding the forgoing to the contrary, the City understands and agrees that the Owner may have legitimate need to borrow additional funds in the future from third party sources for necessary capital improvements or other things, and the City hereby agrees that it shall subordinate its mortgage to other commercially reasonable mortgages and/or interests that are reasonably necessary for operation of the Theatre and maintenance of the Property, provided that Owner is not in default and there is no other similar cause for the City to refuse to subordinate its loan and mortgage. The City Manager shall be authorized and directed to approve such subordination without requirement of City Council approval.

F. Limitation of Liability:

The Parties acknowledge that the City’s liability to pay the Development Incentive shall be expressly limited to funds available to the City in the City’s Special Tax Allocation Fund for the CBD TIF, which Fund has as its sole source of revenue incremental taxes collected in the City’s TIF Districts and/or funds transferred or ported from other adjacent TIF Districts. Should the City not have adequate funding within the Special Tax Allocation Fund for any reason, the City shall not be obligated to make
payments of the Development Incentive hereunder, without regard to whether Owner has satisfied the contingencies contemplated herein.

Owner may not compel any exercise of taxing authority by the City to make payments provided for hereunder. The provisions of this Agreement do not constitute indebtedness or a loan of credit of either Party within the meaning of any constitutional or statutory provision, except to the extent required to permit enforcement of the City's rights under the corporate undertaking, promissory note and mortgage required herein. To the extent required by law, for each year during the term of this Agreement, the City hereby agrees that it will budget for and appropriate funds necessary to satisfy its obligations hereunder. Such appropriation shall be a part of City's annual budget adopted in accordance with the Illinois Municipal Code and applicable provisions of City Code. The City shall make any appropriation necessary for the year that the Agreement is entered into by means of a budget amendment, if any is necessary. All references to provisions in the Illinois Municipal Code are to provisions as in effect now and as hereafter amended.

ARTICLE VII. MUTUAL ASSISTANCE:

The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement; to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement.

ARTICLE VIII: REMEDIES:

A. Failure to Construct:

1. This Agreement contains specific timelines for the development of the Property. Those timelines may be extended by the City Council, with agreement of the Owner, from time to time by resolution, without requiring an amendment of this Agreement, for good cause shown by Owner, in the Council's discretion.

2. In the event the Owner fails to obtain approval of the final plans or if the City reasonably determines that the final plans are not acceptable in keeping with applicable Codes, regulations and laws, then the City may terminate this Agreement upon provision of written notice to Owner, providing that the City provides the Owner written notice of the specific reasons that the plans are not acceptable and a reasonable opportunity, but not less than forty-five (45) days, for the Owner to revise the plans and address the deficiencies.
B. Breach Generally:

Upon a breach of this Agreement, any of the Parties, solely in the venue as provided hereinafter, by an action or proceedings at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both. No action taken by any party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any party at law or in equity.

In the event of a material breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have forty-five (45) days after written notice of said breach to correct the same prior to the non-breaching Party’s seeking of any remedy provided for herein (provided, however, that said forty-five (45) day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same).

If any of the Parties shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting Party shall have failed to cure such default within forty-five (45) days of such default notice (provided, however, that said forty-five (45) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party’s’ rights thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

If the performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, weather, terrorist acts of a direct or indirect nature, material shortages, flooding, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

ARTICLE IX: TERM:

Should Owner fail to take all actions necessary to result in payment of the Development Incentive into the Development Incentive Escrow within the period of two (2) years from the date of approval by the City Council, this Agreement shall terminate without requirement of further notice. Should Owner take all actions required such that
the Development Incentive Escrow is funded within two (2) years of the date of this Agreement, then this Agreement shall have a term of forty (40) years from the date of execution.

ARTICLE X: MISCELLANEOUS:

A. Amendment:

This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the City and Owner of an affected Parcel, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the City and Owner.

B. 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, agreements and portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. If for any reason the zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement.

C. Entire Agreement:

This Agreement sets forth all agreements, undertakings and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties. In the event of any conflict between two or more components of this Agreement providing standards, guidelines or requirements for Owner to act upon in or around the Property, construction or related activities for the Property, the more restrictive provision shall apply unless the City agrees otherwise.

D. Successors and Assigns:

1. This Agreement shall inure to the benefit of, and be binding upon the Owner and its successors, grantees, lessees, and assigns, and upon the City and successor corporate authorities of the City and successor municipalities, and shall constitute a covenant running with the land.

2. This Agreement shall not be assigned without the City's express, written approval as memorialized via a resolution of the City Council. This Agreement may be assigned with the City's consent, pursuant to a written amendment to this Agreement. Such amendment shall provide for the transfer of obligations to the successor owner/assignee, and may also provide for any proposed changes in use of the Property or the scope of the redevelopment project. Prior to the sale, assignment, lease or other transfer of any portion or portions of the Property,
Owner shall provide not less than ninety (90) days notice to the City that such transfer is contemplated.

3. Except as provided in the preceding subsection, the Owner shall not be authorized to engage in any sale, encumbrance, hypothecation or assignment of the Property or the rights conveyed under this Agreement, prior to the date upon which the Development Incentive forgiveness period has passed.

E. Notices:

Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

City Clerk
City of DeKalb
200 South 4th Street
DeKalb, IL 60115
Telephone: 815-748-2095

With copies to:
City Manager
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
Telephone: 815-748-2090

City Attorney
City of DeKalb
200 South 4th Street
DeKalb, IL 60115
Telephone: 815-748-2093

If to the Owner:
Egyptian Theatre
135 N. 2nd Street
DeKalb, IL 60115

With a Copy To:
Kevin G. Drendel
Drendel & Jansons Law Group
111 Flinn Street
Batavia, IL 60510
(630) 406-5440

Notices shall be deemed given on the third (3rd) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.
F. Time of Essence:

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

G. Indemnification:

The Owner covenants and agrees to pay, at its expense, any and all damages, expenses, liabilities and losses resulting from this Agreement, the construction and development activities of the Owner, or its agents, contractors and subcontractors, and to defend and indemnify and save the City and its officers, elected and appointed agents, employees, engineers and attorneys (collectively, the “Indemnifieds”) harmless of, from and against such damages, expenses, liabilities and losses as a direct and proximate result of Owner’s unlawful actions in furtherance of the terms hereof and the construction activities contemplated hereby, except to the extent such damages, expenses, liabilities and losses arise by reason of the negligence or willful or wanton act or omission of the Indemnifieds. The Owner shall provide satisfactory proof of comprehensive general liability insurance for the Property and the project during the time from approval of this Agreement until completion of the last improvement contemplated by the approved final plans, and such insurance shall name the City as additional primary insured with waiver of right of subrogation.

The Parties acknowledge that this Agreement contemplates the payment, including direct payment, of expenses associated with the redevelopment of the Property under the Phase 1 Incentive, and contemplates the City’s approval of plans. Under City Code, the Parties acknowledge that the City has a limited role in inspecting improvements and conducting construction observation. Notwithstanding the foregoing, the Parties agree and acknowledge that neither the Owner nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes. The Owner and City acknowledge that the provisions of this Agreement shall be construed, pursuant to Carney v. Union Pacific Railroad Company, 2016 IL 118984, to provide the City with the right to stop or resume work, to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, and that the Owner shall be considered to be fully independent of the City both in terms of tort liability and in terms of contractual liability to third parties. No provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Owner or its contractors or subcontractors. The City shall have no liability for Owner’s selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any portion of the Property.

Owner shall have sole control over the manner and means of providing the work and services performed under this Agreement. The City’s payment of any sums to Owner shall be limited to that described in this Agreement with respect to payment of the Development Incentive, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Owner other than payment of the stated Development Incentive. The Owner shall be solely responsible for contracting for the construction of improvements, acquiring properties, paying or withholding of taxes, or otherwise complying with applicable laws.
and agreements relating to its employees or contractors.

Without limiting the applicability of the foregoing indemnification provisions, the Owner expressly and without limitation agrees that it shall indemnify and hold harmless the City from any claims, damages, fines, penalties, legal fees or other costs or expenses whatsoever, arising as a proximate result of Owner's unlawful activities or construction on the Property.

H. Exhibits:

The following Exhibits referred to herein and attached to this Agreement are hereby made a part of this Agreement:

- Exhibit A: Legal Description of the Property
- Group Exhibit B: Concept Plans
- Exhibit C: Waiver of Objection to SSA
- Exhibit D: Capital Projects List
- Exhibit E: Project Cost Documentation Requirements
- Exhibit F: Promissory Note
- Exhibit G: Mortgage
- Exhibit H: Common Area Patrol Agreement

I. Venue:

Jurisdiction and venue for any dispute arising out of relating to the terms of this Agreement, the restrictions imposed hereunder, the development of the Property or otherwise relating to the relationship of the Parties or contents hereof shall have its jurisdiction and venue exclusively fixed in the Twenty-Third Judicial Circuit, DeKalb County, Illinois, and the parties expressly and intentionally waive the right to pursue claims in any other jurisdiction or venue including but not limited to a knowing, voluntary waiver of the right to pursue any claim in federal court.

J. Survival of Provisions:

The provisions of this Agreement relating to the remedies upon default and/or the recovery of any portion of the Development Incentive (through legal action, foreclosure, deed in lieu or other process) shall survive any termination of this Agreement.
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:

CITY OF DEKALB, an Illinois Municipal corporation

By: ____________________________ Attest: ____________________________
                Jerry Smith, Mayor                                          Lynn A. Fazekas, City Clerk

OWNER:

By: ____________________________ Attest: ____________________________
            Daniel J. Scheuer                                                  "Scott"

Print Name: Daniel J. Scheuer  Print Name: Ruth A. Scott
Exhibit A: Legal Description of the Property

The Property is legally described as:

PARCEL 1: THE EAST 3 FEET OF LOTS 51 AND 52; LOT 58 (EXCEPT THE SOUTH 168.3 FEET THEREOF) AND ALL OF LOT 66 AS SHOWN UPON A PLAT OF THE COUNTY CLERK'S SUBDIVISION OF BLOCK 1, CITY OF DEKALB, RECORDED AS DOCUMENT NO. 103420 IN BOOK "F" OF PLATS ON PAGE 22 IN THE DEKALB COUNTY RECORDER'S OFFICE AT SYCAMORE, ILLINOIS (EXPECTING THEREFROM THE FOLLOWING: THAT PART OF LOT 58, COUNTY CLERK'S SUBDIVISION OF BLOCK 1, DEKALB, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 58; THENCE EASTERLY ALONG THE NORTH LINE THEREOF TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTHERLY ON THE EASTERLY LINE THEREOF A DISTANCE OF 3.04 FEET TO A POINT WHICH IS THE INTERSECTION OF SAID EASTERLY LINE AND THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE WESTERLY 90 FEET OF LOT 52 OF SAID SUBDIVISION; THENCE WESTERLY ALONG SAID EASTERLY PROLONGATION A DISTANCE OF 21.15 FEET TO THE WESTERLY LINE OF SAID LOT 58; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED THE EASTERN 3 FEET THEREOF.)

PARCEL 2: A PART OF LOT 67 OF THE COUNTY CLERK'S SUBDIVISION OF BLOCK 1 DESCRIBED AS FOLLOWS TO-WIT: COMMENCING AT A POINT ON THE WEST LINE OF LOT 67 129.7 FEET SOUTH OF THE NORTH LINE OF SAID LOT 67; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 67 4.2 FEET; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 67 8.5 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 67 4.2 FEET TO THE WESTERLY LINE OF SAID LOT 67 THENCE SOUTH ALONG SAID LINE TO THE PLACE OF BEGINNING, ALL IN DEKALB COUNTY, ILLINOIS.

PART OF LOTS 58, 59, 60 AND 65 OF COUNTY CLERK'S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN, NOW CITY OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 1929 IN BOOK "F" OF PLATS, PAGE 22 IN THE DEKALB COUNTY RECORDER'S OFFICE, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 65; THENCE NORTH 67 DEGREES 44 MINUTES 38 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 65, A DISTANCE OF 60.40 FEET TO THE POINT OF BEGINNING OF THE HEREAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUING NORTH 67 DEGREES 44 MINUTES 38 SECONDS WEST ALONG SAID NORTH LINE AND THE NORTH LINE OF LOTS 60, 59 AND 58, A DISTANCE OF 117.51 FEET; THENCE SOUTH 22 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 5.20 FEET; THENCE SOUTH 67 DEGREES 44 MINUTES 38 SECONDS EAST, A DISTANCE OF 18.87 FEET; THENCE SOUTH 22 DEGREES 15 MINUTES 22 SECONDS WEST, A DISTANCE OF 19.80 FEET; THENCE SOUTH 67 DEGREES 44 MINUTES 38 SECONDS EAST, A DISTANCE OF 38.32 FEET; THENCE NORTH 22 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 4.34 FEET; THENCE SOUTH 67 DEGREES 44 MINUTES 38 SECONDS EAST, A DISTANCE OF 52.34 FEET; THENCE NORTH 22 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 3.17 FEET; THENCE SOUTH 67 DEGREES 54 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 22 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 17.47 FEET TO THE POINT OF BEGINNING, CONTAINING 2,277.4 SQUARE FEET, MORE OR LESS, SUBJECT TO ALL EASEMENTS, AGREEMENTS AND/OR ORDINANCES OF RECORD, IF ANY, ALL SITUATED IN THE CITY OF DEKALB, THE COUNTY OF DEKALB AND THE STATE OF ILLINOIS.
Group Exhibit B: Plans

(Attached, with page numbering separately tracked from the pages of this Agreement, but incorporated herein by reference.)
A4.1  VIEW FROM THE SOUTHWEST
EGYPTIAN THEATRE ADDITION
DEKALB, ILLINOIS
SHARP ARCHITECTS INC.  125. N. FIRST STREET, SUITE D  DEKALB, IL 60115  815-517-1050  WWW.SHARPARCHITECTSINC.COM
Exhibit C: Waiver of Objection to SSA

STATE OF ILLINOIS       )
COUNTY OF DEKALB       ) SS.

Waiver of Objection to Special Service Area

NOW COMES the affiant, Egyptian Theatre, Inc., by and through its Board of Directors and for its LANDOWNER WAIVER OF OBJECTION TO CREATION OF SSA, states as follows:

1. That it has negotiated with the City of DeKalb regarding the improvement of its property located at 135 N. 2nd Street, DeKalb, IL, legally described on the attached Exhibit 1 ("the property"), with said improvements consisting generally of the construction and development of theatre.

2. That it is aware that as a condition of approval of the permits required for construction of the above-described improvements, the City is requiring the creation of a backup/dormant maintenance Special Service Area to provide a backup source of funding to maintain common, private improvements located on and/or servicing the property. It agrees and covenants that this Waiver of Objection has been executed to demonstrate that it does not object to the creation of an SSA (as contemplated in the Development Incentive Agreement to which this waiver is attached), and acknowledges that the City is relying upon the execution of this waiver in approving the incentive that it otherwise would not be obligated to approve.

3. That it is presently the owner of some or all of the property legally described in the attached Exhibit 1.

4. That, having been ably represented by its own counsel and having been fully apprised of its right and ability to object to the creation of a special service area, it seeks to formally waive any such objection to the creation and imposition of a special service area, according to the terms and purposes announced in the Development Incentive Agreement, and further affirmatively indicate its consent to those terms and any other reasonable terms which may be required to create and implement the backup special service area. This consent shall apply to any land presently owned by it, or any land later acquired by it, contained within the legal description of the property at issue.

5. That it has submitted this Landowner Waiver of Objection to Creation of SSA to the City of DeKalb, for the purpose of waiving any objection it, as the or one of the landowners of the properties described in the attached Exhibit 1 which shall be subject to the special service area upon creation, may otherwise have. This Waiver of Objection shall be binding upon all subsequent owners of the property, and may be recorded against the property.

FURTHER, AFFIANT SAYETH NAUGHT.

By: ___________________________  Its: ___________________________
Daniel J. Schewe

SUBSCRIBED AND SWORN to before me this ______ day of April, 2019.

________________________
RUTH A. SCOTT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires July 24, 2022
Group Exhibit D: Capital Projects List

Electrical repairs and upgrades
Mechanical repairs and upgrades
Plumbing repairs and upgrades
Building safety and security system repairs and upgrades Historical restoration work
Roof and structural repairs
Tuckpointing
Accessibility upgrades
Exhibit E: Project Cost Documentation Requirements

- Applicants/Recipients are responsible for identifying and complying with all applicable laws, ordinances and regulations.

- The Parties acknowledge that the funding contemplated under this Agreement is provided exclusively through either a Tax Increment Financing District or through sales tax rebates for funds generated on-site, and is provided exclusively for the purpose of funding private improvements. Accordingly, while the Owner is solely responsible for complying with the applicable provisions of the Illinois Prevailing Wage Act, pursuant to the guidance issued by the Illinois Department of Labor, the City shall not require the Owner to provide certified payroll records unless the Owner determines that such records are required under the Prevailing Wage Act. The Owner shall indemnify, defend and hold harmless the City from any claims arising out of the alleged Owner violation of the Prevailing Wage Act with respect to this Agreement or the Property.

- Final waivers of lien must be provided for all contractors, suppliers and materialmen. All payments associated with the purchase of real property or payment of contractors, subcontractors or materialmen providing services to the Property in connection with this Agreement, which are intended to be included in Project Completion Costs or which are intended to be eligible for payment through the Development Incentive must be paid through a title company acceptable to the City of DeKalb where the cost associated with such payment exceeds $5,000.

- Final Project Costs must be documented in a tabbed binder in accordance with these regulations.
  - The first section must include a notarized affidavit from the Applicant affirming that all information provided is complete and accurate, and affirming that all work was done in accordance with these Guidelines and all applicable laws.
  - The second section must include a spreadsheet generated by the Applicant, including all project costs that are a component of the project, broken down by vendor. All amounts listed in this spreadsheet must match the corresponding contractor invoices described below.
  - If property acquisition is included in the project costs, the third section must include a copy of the closing statement and deed for the property.
  - Subsequent sections should be separately tabbed by contractor. Each contractor tab should start with a spreadsheet generated by the Applicant that includes the totals from each invoice, and should be followed by a complete set of prevailing wage records, final waivers of lien, and invoices.
  - Applicants may include a Miscellaneous Expenses tab in the binder for small project expenses.
  - Credit Card Statements are not adequate to evidence expenditures. All small expenditures require actual receipts showing the expenditures. The City reserves the right to require Applicants to provide written documentation explaining any expenditure.
  - Building permits are eligible expenditures. Ineligible expenditures include: food, fuel, beverages, utility bills, web design, merchandise for stock or supply, membership dues, life insurance, or other personal expenses. The City reserves the right to disqualify any expense.

- Once an invoice is submitted, the invoice cannot be withdrawn or retracted, and the scope of work described on the invoices cannot be altered. For this reason, it is critical to ensure that these guidelines are complied with.

- The City shall also be provided with an electronic copy of all submittals, in PDF format, separated into sections as outlined above.
COMPANY UNDERTAKING for Egyptian Theatre, Inc.

WHEREAS, the company known as Egyptian Theatre, Inc., is a duly recognized and active not-for-profit corporation organized and doing business in the State of Illinois; and

WHEREAS, the Company is governed by a written set of bylaws, which provides that the identified below of said Company may act on behalf of the Company in the capacity herein contemplated;

NOW, THEREFORE:

BE IT RESOLVED this ___ day of April, 2019, that the undersigned, being a duly appointed and acting President of the Company, authorizes the Company to execute any and all documents pursuant to that certain Egyptian Theatre Development Incentive Agreement with the City of DeKalb regarding the Property described in the attached Legal Description (the "Property"), all in DeKalb, Illinois, including, but not limited to, promissory note(s), security agreement(s), line(s) of credit, mortgage(s) and all other loan or financing documents to enable the Company to fulfill its obligations pursuant to said Agreement and to permit and enable the City of DeKalb to perfect any and all liens on the assets of the Company and/or Property.

1. Company Further Agrees as follows:

(a) "Company's Liabilities" shall mean all obligations and liabilities of Company to the City (including, without limitation all debts, claims, and indebtedness), whether primary, secondary, direct, contingent, fixed, or otherwise, heretofore, now, and/or from time to time hereafter owing, due, or payable, however evidenced, created, incurred, acquired, or owing and however arising, whether under the "Loan Agreements" or "Development Agreement" (hereinafter defined), or by oral agreement or operation of law, or otherwise, and all terms, conditions, agreements, representations, warranties, undertakings, covenants, guaranties, and provisions to be performed, observed, or discharged by Company under the Loan Agreements.

(b) "Agreement" shall mean that certain Egyptian Theatre Development Incentive Agreement entered into by the Company and City relating to the redevelopment of the Property described in Exhibit 1.

(c) "Loan Agreements" shall mean all agreements, instruments, and documents, including, without limitation, promissory notes, loan and security agreements, guaranties, letters of credit, mortgages, deeds of trust, environmental indemnity agreements, pledges, powers of attorney, consents, assignments, contracts, notices, leases, financing statements, and all other written matter heretofore, now, and/or from time to time hereafter executed by and/or on behalf of Company and delivered to City, including, without limitation, that certain Loan and Security Agreement dated as of the date hereof, made by Company in favor of City (Loan Agreement), and any and all substitutions, replacements, renewals, and/or amendments to and of the aforementioned agreements, instruments, and documents.

2. Company unconditionally, absolutely, and continuing guarantees and undertakes to City the prompt performance and payment (in full) of all of Company's Liabilities, when such performance or payment is due or declared due by City, subject to the terms and provisions of the Agreement. In addition to
the payment and performance of Company’s Liabilities specified in the preceding sentence, Company shall additionally be liable for all of the costs and expenses incurred by City as identified in Section 9 of this Undertaking.

Prior to enforcing its rights under this Undertaking, the City is not required to seek to enforce or resort to any remedies with respect to any security interests, liens, or encumbrances granted to City by Company or any other party to secure the repayment of Company’s Liabilities.

Company’s Liabilities shall in no way be impaired, affected, reduced, or released by reason of (a) the City’s failure or delay to do or take any of the actions or things described in this Undertaking; (b) the invalidity or unenforceability of Company’s Liabilities or the Loan Agreements; or, (c) any loss of or change in priority or reduction in or loss of value of any security interest, lien, or encumbrances securing the repayment of Company’s Liabilities.

3. Company represents and warrants to City that:
   (a) The statements in the preamble to this Undertaking are true and correct.
   (b) Company has reviewed and voluntarily entered into this Undertaking and the associated Note and Mortgage.
   (c) Company has the right, power, and capacity to enter into, execute, deliver, and perform this Undertaking.
   (d) This Undertaking, when duly executed and delivered, will constitute a legal, valid, and binding obligation of Company, enforceable against Company in accordance with its terms, subject to applicable bankruptcy laws or other laws affecting creditors’ rights generally or the equity powers of the courts.
   (e) The execution, delivery, and/or performance by Company of this Undertaking shall not, by the lapse of time, the giving of notice, or otherwise, constitute a violation or breach of (1) any applicable law; or (2) any provision contained in any agreement or document to which Company is now or hereafter a party or by which it is or may become bound.
   (f) Company is now, and at all times hereafter shall be, solvent and generally able to pay its debts as such debts become due, and Company now owns or will upon its acquisition of the Property which is the subject of the Agreement, and shall at all times hereafter own, property that, at a fair valuation, exceeds the sum of Company’s debts.
   (g) Company now has, and shall have at all times hereafter, capital sufficient to carry on all business transactions and all businesses and transactions in which Company is about to engage. Company does not intend to incur or believe that Company will incur debts beyond Company’s ability to pay as such debts mature.
   (h) There are no actions or proceedings that are pending or threatened against Company that might result in any material and adverse change in Company’s financial condition or materially affect Company’s ability to perform Company’s Liabilities.
   (i) Company has reviewed independently the Loan Agreements, and Company has made an independent determination as to the validity and enforceability thereof on the advice of Company’s own counsel, and in executing and delivering the Undertaking to City, Company is not in any manner relying on City as to the validity and/or enforceability of any security interests of any kind or nature to City.
   (j) Upon written request from City, Company agrees to furnish to City all pertinent facts relating to the ability of Company to pay and perform Company’s Liabilities, and all pertinent facts relating to Company’s ability to pay and perform Company’s Liabilities. Company agrees to keep informed with respect to all such facts. Company acknowledges and agrees that (1) City has relied and will continue to rely on the facts and information to be furnished to it by Company; (2) in executing this Undertaking and at all times hereafter, Company has relied and will continue to rely on Company’s
own investigation, and Company has not and will not hereafter rely on City for any such information or facts.

4. Waivers
   (a) To the extent permitted by law, Company waives all other defenses, counterclaims, and offsets of any kind or nature in connection with the validity and/or enforceability of this Undertaking, including, without limitation, (1) those arising directly or indirectly from the perfection, sufficiency, validity, and/or enforceability of any security interest granted by Company to City or acquired by City from Company; and, (2) those based on the failure or adequacy of consideration.
   (b) Company hereby waives notice of the following events or occurrences and agrees that City may do any or all of the following in such manner, on such terms, and at such times as City, in its sole and absolute discretion, deems advisable without in any way impairing, affecting, reducing, or releasing Company from Company’s Liabilities:
      (1) City’s acceptance of this Undertaking;
      (2) Presentment, demand, notices of default, nonpayment, partial payment, and protest, and all other notices or formalities to which Company may be entitled;

5. Covenants and Agreements
   Company covenants and agrees with City that:
   (a) All security interests, liens, and encumbrances heretofore, now, and at any time or times hereafter granted by Company to City shall secure Company’s Liabilities.
   (b) All indebtedness, liability, or liabilities now and at any time or times hereafter owing to Company by any party liable to City by reason of any security interests, liens, or encumbrances granted by Company to City are hereby subordinated to all indebtedness, liability, or liabilities owed by such party to City.

6. Security
   To secure the prompt payment to City of, and the prompt, full, and faithful performance of, Company’s Liabilities, Company grants to City a security interest in and lien on the Property (“Collateral”).

Company shall execute and/or deliver to City, at any time and from time to time hereafter at the request of City, all agreements, instruments, documents, and other written matter that City reasonably may request, in a form and substance acceptable to City, to perfect and maintain perfected City’s security interest in the Collateral. City shall have no obligation to protect, secure, or insure any of the foregoing security interests, liens, or encumbrances or the properties or interests in properties subject thereto.

Company warrants and represents to and covenants with City that (a) Company has good, indefeasible, and merchantable title to the Collateral, or will upon its acquisition of same as contemplated by the Agreement; (b) City’s security interest in and lien on the Collateral is now, and at all times hereafter shall be, valid and perfected, and shall have a first priority; (c) Company shall not grant a security interest in or permit a lien, claim, or encumbrance on any of the Collateral in favor of any third party, except as contemplated by the Agreement; (d) the addresses specified at the end of this Undertaking include and designate Company’s principal residence and is Company’s sole residence. Company, by written notice delivered to City at least thirty (30) days prior thereto, shall advise City of Company’s acquiring any new residence or selling any existing residence, and any new residence shall be within the continental United States of America.

7. Default
   The occurrence of any of the following events shall, at the election of City, be deemed a default by Company (Event of Default) under this Undertaking:
(a) if Company fails to pay any of Company’s Liabilities when due and payable or properly declared due and payable;
(b) if Company fails or neglects to perform, keep, or observe any term, provision, condition, covenant, warranty, or representation contained in this Undertaking, which is required to be performed, kept, or observed by Company, and Company shall fail to remedy such within ten (10) days of being served with written notice from City;
(c) if the Collateral is attached, seized, subjected to a writ of distress warrant, or levied upon, or becomes subject to any lien, or comes within the possession of any receiver, conservator, trustee, custodian, or assignee for the benefit of creditors;
(d) if Company becomes insolvent or generally fails to pay, or admits its inability to pay, debts as they become due;
(e) if a petition under Title 11, United States Code, or any similar law or regulation shall be filed by Company, or if Company shall make an assignment for the benefit of its creditors, or if any case or proceeding is filed by Company for its dissolution or liquidation;
(f) if a petition under Title 11, United States Code, or any similar law or regulation shall be filed against Company, or if a case or proceeding is filed against Company for its dissolution or liquidation and such proceeding shall not be dismissed within forty-five (45) days of its filing, during which time Company shall be diligently contesting such action or proceeding;
(g) if Company is enjoined, restrained, or in any way prevented by court order from conducting all or any material part of its business affairs, and such injunction or restraint shall not be voided, removed, or dismissed within thirty (30) days of the court’s order, during which time Company shall be diligently contesting such action or proceeding;
(h) if a notice of lien, levy, or assessment is filed of record or given to Company with respect to the Collateral;
(i) if Company is in default in the payment or performance of any material obligation, indebtedness, or other liability to any third party, and such default is not cured within any cure period specified in any agreement or instrument governing the same;
(j) if any material statement, report, or certificate made or delivered to City by Company is not true and correct;
(k) any material adverse change in the financial condition, operations, business, or assets of Company, and Company shall fail to remedy such within ten (10) days of being served with written notice from City;
(l) the occurrence of a default or Event of Default under any other agreement, instrument, and/or document executed and delivered by Company to City, which is not cured by Company within any applicable cure period set forth in any such agreement, instrument, and/or document;
(m) the occurrence of a default or event of default under the Loan Agreements;
(n) the dissolution of Company or if Company attempts to cancel, revoke, or disclaim this Undertaking;

8. Remedies
Upon the occurrence of an Event of Default, and with prior notice thereof to Company, Company’s Liabilities shall be due and payable and enforceable against Company, forthwith, at City’s principal place of business, and City may, in its sole and absolute discretion, exercise any one or more of the following remedies that are cumulative and nonexclusive:
(a) proceed to suit against Company if Company’s Liabilities are not immediately paid by Company to City at City’s principal place of business; at City’s election, one or more successive or concurrent suits may be brought hereunder by City against Company; and/or
(b) reduce to cash or the like any of Company’s assets of any kind or nature in the possession,
control, or custody of City, and, without notice to Company, apply the same in reduction or payment of Company's Liabilities; and/or

(c) exercise any one or more of the rights and remedies accruing to City under the Loan Agreements, the Uniform Commercial Code of the relevant jurisdiction, and any other applicable law upon default by a debtor.

Company recognizes that in the event it fails to perform, observe, or discharge any of its obligations or liabilities under this Undertaking, no remedy at law will provide adequate relief to City, and agrees that City shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damage.

9. Costs, Fees, and Expenses

If at any time or times hereafter, either the Owner or the City employs counsel for advice or other representation with respect to this Undertaking or to represent the Owner or City in any litigation, contest, dispute, suit, or proceeding relating to this Undertaking or Owner's or City's rights thereunder, the reasonable costs, fees, and expenses incurred by either the Owner or City in any manner or way with respect to the foregoing shall be payable by Company to City, or by the City to the Owner, as the case may be, on demand. Without limiting the generality of the foregoing, such costs, fees, and expenses include reasonable (a) attorneys' fees, costs, and expenses; (b) court costs and expenses; (c) court reporter fees, costs, and expenses; (d) long-distance telephone and facsimile charges; (e) expenses for travel, lodging, and food. The City's and Company's liability for all reasonable expenses and fees under this Section 9 shall also extend to the collection of any judgment that shall result from City's or Company's enforcement of its rights and remedies hereunder. The obligation of Company and City set forth in this agreement shall be continuing and shall not be merged into any judgment entered based on this Undertaking.

10. Miscellaneous

All payments received by City from any source on account of Company's Liabilities shall be applied by City in its reasonable discretion, and this Undertaking shall apply to and secure any ultimate balance that may be owed to City on account of Company's Liabilities after City's application.

If any provision of this Undertaking or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Undertaking and the application of such provision to other parties or circumstances will not be affected thereby, the provisions of this Undertaking being severable in any such instance. This Undertaking shall be binding on Company and the City and inure to the benefit of Company and City and their respective heirs, personal representatives, successors, and assigns.

Whenever a notice is required or permitted to be given under this Undertaking, it shall be in writing and either delivered personally, or sent via certified mail, return receipt requested. Notice sent via certified mail shall be deemed given three (3) business days after such notice is sent. Notice served by hand delivery shall be deemed served on the day delivered. Any written notice to Company shall be to the address or addresses specified below.

This Undertaking shall continue in full force and effect until Company's Liabilities are fully paid, performed, and discharged as provided in the Agreement and City gives Company written notice thereof, such notice to be promptly sent by City after full performance of Company's Liabilities. This Undertaking shall continue to be effective or be reinstated, as the case may be, if at any time payment of any of Company's Liabilities is rescinded or must otherwise be returned by City upon the insolvency, bankruptcy, or reorganization of Company or otherwise, all as though such payment had not been made.

This Undertaking is submitted to City at City's principal place of business and shall be deemed to have been made thereat. This Undertaking shall be governed and controlled as to interpretation, enforcement,
validity, construction, effect, and in all other respects by the laws, statutes, and decisions of the State of Illinois. No modification, waiver, estoppel, amendment, discharge, or change of this Undertaking or any related instrument shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, estoppel, amendment, discharge, or change is sought.

To the extent that City receives any payment on account of Company’s Liabilities, or any proceeds of Collateral are applied on account of Company’s Liabilities, and any such payment(s) and/or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, subordinated, and/or required to be repaid to a trustee, receiver, or any other party under any bankruptcy act, state or federal law, common law, or equitable cause, then, to the extent of such payment(s) or proceeds received, Company’s Liabilities or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment(s) and/or proceeds had not been received by City and applied on account of Company’s Liabilities. Company agrees that Company’s Liabilities hereunder shall be revived to the extent of such revival of Company’s Liabilities.

Until expressly released in writing by City, this Undertaking shall be in addition to any other guaranties that Company has previously given to City or that Company may, from time to time, hereafter give to City relating to Company’s Liabilities.

Company warrants and represents to City that Company has read this Undertaking and understands the contents hereof and that this Undertaking is enforceable against Company in accordance with its terms.

COMPANY AND CITY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY, OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS UNDERTAKING SHALL BE LITIGATED ONLY IN THE TWENTY-THIRD JUDICIAL CIRCUIT COURT OF DEKALB COUNTY, STATE OF ILLINOIS. COMPANY AND CITY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF SAID COURT. COMPANY AND THE CITY HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

City of DeKalb

Jerry Smith, Mayor

Egyptian Theatre, Inc.

Daniel J. Schewe
Exhibit 1

(LEGAL) See Exhibit A

THIS IS NOT A HOMESTEAD PROPERTY
PROMISSORY NOTE

DeKalb, Illinois

On (date), for value received, Egyptian Theatre, Inc., hereby promises to pay in lawful money of the
United States, to the order of the CITY OF DEKLALB at 200 South Fourth Street, DeKalb, Illinois, the principal
sum of TWO AND ONE HALF MILLION DOLLARS ($2,500,000.00) (the "Face Value"). Repayment hereof
shall be subject to the terms and conditions of that certain Development Incentive Agreement ("the
Agreement") by and between said Egyptian Theatre, Inc., and the City of DeKalb, executed on (date), relating to
the development of the property commonly legally described in the legal description attached hereto as Exhibit
1 (the "Property") in DeKalb, Illinois. The repayment terms of this Note shall be governed by the provisions of
the Agreement, and shall include a reduction of the balance due equal to sales and property tax revenues
generated consistent with said Agreement. The City shall provide the Owner with a memorandum of the
outstanding balance of said Note and/or a partial release of any Mortgage recorded pursuant to this Note or
the Agreement, at any time upon the request of Owner.

This Note shall be secured by a Mortgage providing the payee with a lien on the Property. The Parties
acknowledge that this Note is provided to secure the repayment of monies to be advanced to Owner over a
period of time pursuant to the Agreement, up to an amount not to exceed the Face Value of this Note as indicated
above. The then-present value secured by this Note shall be in an amount equal to the full amount of funds
advanced by the City as of the date of inquiry (not to exceed the Face Value), inclusive both of funds directly
advanced to Owner, funds paid on behalf of Owner, or funds held to secure the Owner Escrow as defined in the
Agreement.

Egyptian Theatre, Inc.

By: Daniel J. Schewe

[Signature]
MORTGAGE

Dated: April 4, 2019

Egyptian Theatre, Inc. (Mortgagor) and the City of DeKalb (Mortgagee)

Commonly known as: 135 N. Second Street, DeKalb, DeKalb County, Illinois 60115

PIN: 08-23-158-005

Prepared by and Return to:
Dean M. Frieders
City of DeKalb City Attorney
200 S. Fourth Street
DeKalb, Illinois 60115
(Resolution 2019-051)

Mortgage is being rerecorded to
correct the mortgagee's name.
Exhibit G: Mortgage

RETURN TO:
City Clerk
City of DeKalb
200 S. Fourth Street
DeKalb IL 60115

Future Advances Mortgage
Maximum Value: $2,500,000.00

THIS MORTGAGE, dated this 4th day of April, 2019, by Egyptian Theatre, Inc., ("Mortgagor"), WITNESSETH:

WHEREAS, Mortgagor has executed a Promissory Note in the principal sum of Two and One-Half Million Dollars ($2,500,000.00) payable to the City of DeKalb ("Mortgagor"), dated the same date as this Mortgage, whereby Mortgagor is entitled to recover from Mortgagor certain expenses, costs, and advances in connection with Mortgagor’s development work on the Premises as defined below and Property as defined within that certain Egyptian Theatre Development Incentive Agreement executed on 4/19/19 and recorded against the Premises (as defined below) and certain other parcels of real property;

THAT to secure the payment of the indebtedness evidenced by said Promissory Note, Mortgagor does by these presents GRANT and MORTGAGE unto Mortgagor, the real estate situated in the County of DeKalb, and State of Illinois, legally described as follows:

[see legal description attached as Exhibit 1]

PROPERTY INDEX NO.: 08-23-158-005

which is referred to herein as the "Premises";

Together with all improvements, tenements, hereditaments, easements and all types and kinds of furniture, fixtures and equipment whether now on the premises or hereafter erected, installed or placed thereon or therein, or whether physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto and all persons claiming by, through or under them, and a portion of the security for said indebtedness; and also all the estate, right, title and interest of Mortgagor in and to the premises; and

Further, Mortgagor does hereby pledge and assign to Mortgagor, from and after the date hereof, primarily and on a parity with said real estate and not secondarily, all the rents, issues and profits of the premises and all rents, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits or money as advance rent or for security, under any and all present and future leases of the premises, and does hereby transfer and assign all such leases to Mortgagor together with the right, but not the obligation, to collect, receive and receipt for all avails thereof, to apply then to said indebtedness and to demand, sue for and recover the same when due or payable. Mortgagor by acceptance of the Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to any lessee or tenant, that until a default shall be made or an event shall occur, when under the terms hereof shall give to Mortgagor the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

TO HAVE AND TO HOLD the premises unto Mortgagor, their successors, and assigns, forever, for the purposes and uses herein set forth.

NOTICE: THIS MORTGAGE SECURES TOTAL CREDIT IN THE AMOUNT OF $2,500,000.00, AND IS CONSTRUED IN CONNECTION WITH THE OBLIGATIONS OF MORTGAGOR AS OWNER UNDER THAT
CERTAIN EGYPTIAN THEATRE DEVELOPMENT INCENTIVE AGREEMENT ("AGREEMENT") RECORDED AGAINST THE PREMISES PRIOR TO THE DATE OF THIS MORTGAGE. LOANS, PAYMENTS, CREDITS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH ANY OTHER AMOUNTS OR OTHER OBLIGATIONS OF MORTGAGOR/OWNER UNDER THIS MORTGAGE OR THE AGREEMENT ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS, UNLESS AND UPON THE CITY'S SUBORDINATION OF THIS MORTGAGE LIEN AS PROVIDED IN THE AGREEMENT. THIS MORTGAGE HAS BEEN PROVIDED TO SECURE THE REPAYMENT OF OBLIGATIONS OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO REPAYMENT OF A DEVELOPMENT INCENTIVE AND THE OBLIGATION TO Secure THE OWNER ESCROW (AS BOTH TERMS ARE DEFINED IN THE DEVELOPMENT AGREEMENT).

**Maximum Obligation Limit:** The total amount of secured debt secured by this Mortgage at any one time shall not exceed the amount stated above. This limitation does not include loan charges, commitment fees, attorney's fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accruing on such advances) made under the terms of this Mortgage to protect Mortgagee's security and to perform any of the covenants contained in this Mortgage or the Agreement. Future advances are contemplated and, along with other future obligations, are secured by this mortgage even though all or part may not yet be advanced. Nothing contained in this Mortgage shall constitute an irrevocable commitment to make additional or future loans or advances in any amount, and no commitment to future advances, whether contained herein or in the Agreement, shall create any right of or liability to any third party not identified expressly herein.

The debt secured by this Mortgage includes, but is not limited to:

A) The promissory note, guaranty, obligations of Mortgagor under the Agreement and all extensions, renewals, modifications or substitutions thereof to Egyptian Theatre, Inc., with a note amount of $2,500,000.00 (collectively, the "Evidence of Debt").

B) All future advances from Mortgagee to Mortgagor or other future obligations of Mortgagor to Mortgagee under any promissory note, development agreement, contract, guaranty or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the Evidence of Debt and whether or not such future advances or obligations are incurred for any purpose that was related or unrelated to the purpose of this Mortgage or the Evidence of Debt.

C) All obligations Mortgagor owes to Mortgagee, which now exist or may later arise, to the extent not prohibited by law, including but not limited to any obligation under the Agreement such as obligations to defend and indemnify and obligations relating to the Owner Escrow as defined therein.

D) Any additional sums advanced and expenses incurred by Mortgagee for insuring, preserving or otherwise protecting the Premises and Property and its value and any other sums advanced or expenses incurred by the Mortgagee under the terms of this Mortgage, plus interest (where applicable), as provided in the Evidence of Debt and Agreement.

E) Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Mortgagee and any Mortgage securing, guarantying or otherwise relating to a debt.

Mortgagor covenants and agrees:

1. To pay or cause to be paid, when due, all sums secured hereby as further defined and governed by the Agreement.

2. Not to abandon the premises; to keep the premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the premises; to promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security; to make no material alterations of the premises.

3. To comply with all requirements of law or local government ordinances governing the
premises and the use thereof; and to permit Mortgagee, or their agents, to inspect the premises at all reasonable times.

4. To keep the premises free from mechanics, or other liens or claims for liens of any kind; to pay or cause to be paid, when due, any indebtedness which may be secured by a lien or charge on the premises; and, upon receipt, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.

5. To pay, or cause to be paid, before any penalty attaches, all general taxes and to pay, or cause to be paid, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the premises, of any kind whatsoever, which may be levied, assessed, charged or imposed on the premises, or any part thereof.

6. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal or local law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon their interest under this Mortgage.

7. To exhibit to Mortgagee, annually upon request, official receipts showing full payment of all taxes, assessments and charges which Mortgagor is required, or shall elect, to pay or cause to be paid hereunder.

8. To keep the premises continuously insured, until the indebtedness secured hereby is fully paid against loss or damage under such types of hazard and liability insurance and in such forms, amounts and companies as may be reasonably approved or required from time to time by Mortgagee (in the absence of any specified requirements, such insurance shall be under policies providing for payment by the insurance companies of moneys sufficient either to pay the full cost of replacing or repairing the premises or to pay in full the indebtedness secured hereby); all policies whether or not required by the terms of this Mortgage, shall contain loss payable clauses in favor of Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, Mortgagor shall immediately notify Mortgagee in writing and Mortgagor hereby authorizes and directs each and every insurance company concerned to make payments for such loss directly and solely to Mortgagee (who may, but need not, make proof of loss) and Mortgagee is hereby authorized to adjust, collect and compromise, in their discretion, all claims under all policies, and Mortgagor shall sign, upon demand by Mortgagee, all receipts, vouchers and releases required by the insurance companies and the insurance proceeds, or any part thereof, may be applied by Mortgagee, at their option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, and any application thereof to the indebtedness shall not relieve Mortgagors from making the payments herein required until the indebtedness is paid in full. Mortgagee may, from time to time, at their option, waive and, after any such waiver, reinstate any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagee in writing.

9. (a) To deliver to Mortgagee, all policies of insurance with evidence of premiums prepaid (renewal policies to be delivered not less than ten (10) days prior to the respective dates of expiration), and all abstracts of title, title guarantee policies, and other evidence of title to the premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this Mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee.

(b) IF ALL OR ANY PART OF THE PREMISES OR AN INTEREST THEREIN IS SOLD OR TRANSFERRED BY MORTGAGOR WITHOUT MORTGAGEE'S PRIOR WRITTEN CONSENT, MORTGAGEE MAY, AT MORTGAGEE'S OPTION, DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE.
MORTGAGEE SHALL HAVE WAIVED SUCH OPTION TO ACCELERATE IF, PRIOR TO THE SALE OF TRANSFER, MORTGAGEE AND THE PERSON TO WHOM THE PREMISES IS TO BE SOLD OR TRANSFERRED REACH AGREEMENT IN WRITING THAT THE CREDIT OF SUCH PERSON IS SATISFACTORY TO MORTGAGEE AND THAT THE INTEREST PAYABLE ON THE SUMS SECURED BY THIS MORTGAGE SHALL BE AT SUCH RATE AS MORTGAGEE SHALL REQUEST. IF MORTGAGEE HAS WAIVED THE OPTION TO ACCELERATE.

IF MORTGAGEE EXERCISES SUCH OPTION TO ACCELERATE, MORTGAGEE SHALL MAIL MORTGAGOR NOTICE OF ACCELERATION. SUCH NOTICE SHALL PROVIDE A PERIOD OF NOT LESS THAN THIRTY (30) DAYS FROM THE DATE THE NOTICE ISMAILED WITHIN WHICH MORTGAGOR MAY PAY THE SUMS DECLARED DUE. IF MORTGAGOR FAILS TO PAY SUCH SUMS PRIOR TO THE EXPIRATION OF SUCH PERIOD, MORTGAGEE MAY, WITHOUT FURTHER NOTICE OR DEMAND ON MORTGAGOR, Invoke ANY REMEDIES PERMITTED BY THIS MORTGAGE.

THE REQUIREMENT OF MORTGAGEE'S CONSENT PRIOR TO ANY TRANSFER SHALL INCLUDE ALL LEGAL INTEREST OF MORTGAGOR IN THE PREMISES. SAID REQUIREMENT EXTENDS TO CONTRACTS FOR DEED, TRANSFERS TO LAND TRUSTS OR OTHER TRUSTS (EVEN THOUGH MORTGAGOR OR ANY OF THEM ARE BENEFICIARIES THEREIN), AND ASSIGNMENTS OF BENEFICIAL INTERESTS IN LAND TRUSTS AND OTHER TRUSTS.

10. In the event of default in performance of any Mortgagor's covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Mortgagee to protect the premises and the lien hereof shall be so much additional indebtedness secured hereby and shall be come immediately due and payable without notice. Mortgagee, making any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.

11. If (a) default be made in payment, when due, of any sum secured hereby, or in any of the other covenants or agreements herein contained to be performed by Mortgagor herein or in the Agreement, or (b) if any proceedings be instituted or process issued (i) to enforce any other lien, charge or encumbrance against the premises, or (ii) to condemn the premises or any part thereof for public use, or (iii) against Mortgagor or any beneficiary thereof under any bankruptcy or insolvency laws, or (iv) to place the premises or any part thereof in the custody of any court through their receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within Ten (10) days after written notice to Mortgagor; or (c) if Mortgagor makes any assignment for the benefit of creditors, or are declared bankrupt, or if by or with the consent or at the instance of proceedings to extend the time of payment of the Note or to change the terms of this Mortgage be instituted under any bankruptcy or insolvency law; then:

(a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon, from the date of the first of any such defaults, at the penalty rate; and

(b) Mortgagee may immediately foreclose this Mortgage. The Court in which any
proceedings is pending for that purpose may, at once or any time thereafter, either before or after sale, without notice to Mortgagor, and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, or whether the same shall be occupied as a Homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made), for the benefit of Mortgagee or place Mortgagee in possession under the terms of the applicable statute of the State of Illinois, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver or Mortgagee in possession, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree; and

(c) Mortgagee shall, at its option, have the right, acting through itself, its agents or attorneys, with process of law, to enter upon and take possession of the premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorney's fees and all operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

12. In any foreclosure of this Mortgage, there shall be allowed and included in the decree for sale, in the event Mortgagor successfully obtains a judgment of foreclosure, to be paid out of the rents or proceeds of such sale, or by the Mortgagee, as the case may be, and only payable to the prevailing party in any such foreclosure action:

(a) All principal and interest remaining unpaid and secured hereby;

(b) All other items advanced or paid by Mortgagee pursuant to this Mortgage with interest at the penalty rate from the date of advancement;

(c) All court costs and fees, attorneys' fees, appraiser's fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs and fees (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies, and similar data with respect to title, as Mortgagee may deem necessary. All expenditures and expenses of the type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest at the same rate as shall accrue on the principal balance when paid or incurred by Mortgagee, in connection with (i) any proceedings, including probate and bankruptcy proceedings to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraph (a), (b) and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus
of the proceeds of such sale be paid to Mortgagor.

13. No remedy or right of mortgagee shall be exclusive of, but shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right accruing on default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

14. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

(a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

(c) Exercise or refrain from exercising or waive any right Mortgagee may have.

(d) Accept additional security of any kind.

(e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

15. Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and within thirty (30) days after written demand therefor a re-conveyance or release of the premises shall be made by Mortgagee to Mortgagor.

16. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part hereof, whether or not such persons shall have executed the Note or this Mortgage. Whenever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

17. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

18. This lien may be subordinated with the written consent of the City Manager.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

Preservation of
Egyptian Theatre, Inc.

By: Daniel J. Schewe

Daniel J. Schewe
STATE OF ILLINOIS  )
COUNTY OF DEKALB  )  ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel S, authorized Agent of Egyptian Theatre, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth; and the same person then and there acknowledge that he did affix the seal of said company to said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of April, 2015.

[Signature]
Notary Public
Legal Description

Exhibit 1

PARCEL 1: THE EAST 3 FEET OF LOTS 51 AND 52; LOT 58 (EXCEPT THE SOUTH 188.3 FEET THEREOF) AND ALL OF LOT 66 AS SHOWN UPON A PLAT OF THE COUNTY CLERK’S SUBDIVISION OF BLOCK 1, CITY OF DEKALB,Recorded as Document No. 103420 in Book “F” of Plats on Page 22 in the DeKalb County Recorder’s Office at Sycamore, Illinois (Expecting therefrom the following: That part of Lot 58, County Clerk’s Subdivision of Block 1, DeKalb, Illinois, described as follows: Commencing at the northwesterly corner of said Lot 58; thence easterly along the north line thereof to the northeasterly corner thereof; thence southerly on the easterly line thereof a distance of 3.04 feet to a point which is the intersection of said easterly line and the easterly prolongation of the south line of the westerly 90 feet of Lot 52 of said subdivision; thence westerly along said easterly prolongation a distance of 21.15 feet to the westerly line of said Lot 58; thence northerly along said westerly line to the point of beginning, excepting from the above described the easterly 3 feet thereof.)

PARCEL 2: A PART OF LOT 67 OF THE COUNTY CLERK’S SUBDIVISION OF BLOCK 1 DESCRIBED AS FOLLOWS TO-WIT: COMMENCING AT A POINT ON THE WEST LINE OF LOT 67 129.7 FEET SOUTH OF THE NORTH LINE OF SAID LOT 67; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 67 4.2 FEET; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 67 8.5 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 67 4.2 FEET TO THE WESTERLY LINE OF SAID LOT 67 THENCE SOUTH ALONG SAID LINE TO THE PLACE OF BEGINNING, ALL IN DEKALB COUNTY, ILLINOIS.

PART OF LOTS 58, 59, 60 AND 65 OF COUNTY CLERK’S SUBDIVISION OF BLOCK 1 OF THE ORIGINAL TOWN, NOW CITY OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED JULY 1, 1929 IN BOOK “F” OF PLATS, PAGE 22 IN THE DEKALB COUNTY RECORDER’S OFFICE, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 65; THENCE NORTH 67 DEGREES 44 MINUTES 38 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 65, A DISTANCE OF 60.40 FEET TO THE POINT OF BEGINNING OF THE HEREAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUING NORTH 67 DEGREES 44 MINUTES 38 SECONDS WEST ALONG SAID NORTH LINE AND THE NORTH LINE OF LOTS 60, 59 AND 58, A DISTANCE OF 117.51 FEET; THENCE SOUTH 22 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 5.20 FEET; THENCE SOUTH 67 DEGREES 44 MINUTES 38 SECONDS EAST, A DISTANCE OF 18.87 FEET; THENCE SOUTH 22 DEGREES 15 MINUTES 22 SECONDS WEST, A DISTANCE OF 19.80 FEET; THENCE SOUTH 67 DEGREES 44 MINUTES 38 SECONDS EAST, A DISTANCE OF 38.32 FEET; THENCE NORTH 22 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 4.34 FEET; THENCE SOUTH 67 DEGREES 44 MINUTES 38 SECONDS EAST, A DISTANCE OF 52.34 FEET; THENCE NORTH 22 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 3.17 FEET; THENCE SOUTH 67 DEGREES 54 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 22 DEGREES 15 MINUTES 22 SECONDS EAST, A DISTANCE OF 17.47 FEET TO THE POINT OF BEGINNING, CONTAINING 2,277.4 SQUARE FEET, MORE OR LESS, SUBJECT TO ALL EASEMENTS, AGREEMENTS AND/OR ORDINANCES OF RECORD, IF ANY, ALL SITUATED IN THE CITY OF DEKALB, THE COUNTY OF DEKALB AND THE STATE OF ILLINOIS.

THIS IS NOT A HOMESTEAD PROPERTY.

The property or its address is commonly known as 135 N. 2nd Street, DeKalb, Illinois 60115. The Property Tax Identification Number is 08-23-158-005.
COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Form 5030000 (1-31-17)
COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
   (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

This page is only a part of a 2018 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
   The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY
   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION
   The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.
SCHEDULE A

1. Commitment Date: June 5, 2019 at 10:19 AM

2. Policy to be issued:
   (a) [ ] ALTA Own. Policy (06/17/06)
      Proposed Insured:
      Proposed Policy Amount:
   (b) [X] ALTA Loan Policy (06/17/06)
      Proposed Insured: City of DeKalb, its successors and/or assigns as their interest may appear as defined in the Paragraph entitled "Definition of Terms" contained in this Policy
      Proposed Policy Amount: $2,500,000.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:
   Preservation of Egyptian Theatre, Inc, an Illinois not-for-profit corporation

5. The Land is described as follows:
   Parcel 1: The East 3 feet of Lots 51 and 52; Lot 58 (except the South 168.3 feet thereof) and all of Lot 66 as shown upon a plat of the County Clerk's Subdivision of Block 1, City of DeKalb, recorded as Document No. 103420 in Book "F" of Plats on page 22 in the DeKalb County Recorder's Office at Sycamore, Illinois; EXCEPTING THEREFROM the following: That part of Lot 58, County Clerk's Subdivision of Block 1, DeKalb, Illinois, described as follows: Commencing at the Northwest corner of said Lot 58, thence Easterly along the North line thereof to the Northeasternly corner thereof; thence Southerly on the Easterly line thereof a distance of 3.04 feet to a point which is the intersection of said Easterly line and the Easterly prolongation of the South line of the Westerly 90 feet of Lot 52 of said subdivision; thence Westerly along said Easterly prolongation a distance of 21.15 feet to the Westerly line of said Lot 58; thence Northerly along said Westerly line to the point of beginning, excepting from the above described the Easterly 3 feet thereof.

   Parcel 2: A part of Lot 67 of the County Clerk's Subdivision of Block 1 described as follows to-wit: Commencing at a point on the West line of Lot 67, 129.7 feet South of the North line of said Lot 67; thence Easterly along the South line of said Lot 67, 4.2 feet; thence Northerly, parallel with the Westerly line of said Lot 67, 8.5 feet; thence Westerly, parallel with the Southerly line of

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.
SCHEDULE A
(Continued)

Commitment No.: 00029876

said Lot 67, 4.2 feet to the Westerly line of said Lot 67; thence South along said line to the place of beginning, all in DeKalb County, Illinois.

Parcel 3: Part of Lots 58, 59, 60 and 65 of County Clerk’s Subdivision of Block 1 of the Ort44 minutesignal Town, now City of DeKalb, according to the Plat thereof recorded July 1, 1929 in Book “F” of Plats, page 22 in the DeKalb County Recorder’s Office, bounded and described as follows: Commencing at the Northeast corner of said Lot 65; thence North 67 degrees 44 minutes 38 seconds West along the North line of said Lot 65, a distance of 60.40 feet to the point of beginning of the hereinafter described tract of land; thence continuing North 67 degrees 44 minutes 38 seconds West along said North line and the North line of Lots 60, 59 and 58, a distance of 117.51 feet; thence South 22 degrees 34 minutes 07 seconds West, a distance of 5.20 feet; thence South 67 degrees 44 minutes 38 seconds East, a distance of 18.87 feet; thence South 22 degrees 22 minutes 22 seconds West, a distance of 18.80 feet; thence South 67 degrees 44 minutes 38 seconds East, a distance of 38.32 feet; thence North 22 degrees 15 minutes 22 seconds East, a distance of 4.34 feet; thence South 67 degrees 44 minutes 38 seconds East, a distance of 52.34 feet; thence North 22 degrees 15 minutes 22 seconds East, a distance of 3.17 feet; thence South 67 degrees 54 minutes 01 seconds East, a distance of 8.00 feet; thence North 22 degrees 15 minutes 22 seconds East, a distance of 17.47 feet to the point of beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
SCHEDULE A
(Continued)

Commitment No.: 00029876

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Susan M Johnson
American Title Guaranty, Inc.

Issuing Agent
American Title Guaranty, Inc.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
Commitment No.: 00029876

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
   a. Mortgage from Preservation of Egyptian Theatre, Inc, an Illinois not-for-profit corporation to City of DeKalb, securing the principal amount of $2,500,000.00

5. NOTE - FOR INFORMATIONAL PURPOSES ONLY: To ensure compliance with Public Act #87-1197, the parties to this transaction must provide copies of all documents which are to be recorded as a consequence of this transaction, to American Title Guaranty, Inc. no later than 24 hours prior to the closing of said transaction.

6. In order to consider issuing our full ALTA Loan Policy, we will need our ALTA form to be completed and returned.

7. Marital status and any changes in the way title should be vested should be supplied to this office if not as shown on Schedule A of this Commitment.
SCHEDULE B
(Continued)

Commitment No.: 00029876

SCHEDULE B, PART II
Exceptions

This commitment does not republish any covenant, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, condition, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

The policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by Public Records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 58 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTANSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
7. The lien of taxes for the year 2018 and thereafter.
   Permanent Index Number: 08-23-158-005
   No taxes due, exempt from taxation
8. Rights of way for drainage ditches, tile, feeders and laterals.
9. If any document referenced herein contains a covenant, condition or restriction violative of 42 USC 3604 (c), such covenant, condition or restriction to the extent of such violation is hereby deleted.
10. Mortgage made by Preservation of Egyptian Theatre, Inc. to City of DeKalb dated April 4, 2019 and recorded April 23, 2019 as Document No. 2019003034 and re-recorded June 5, 2019 as Document No. 2019004619 in the amount of $2,500,000.00 and the terms and conditions contained therein.
SCHEDULE B  
(Continued)

Commitment No.: 00029876


15. Subject to the terms and conditions contained in the Urban Renewal Plan for DeKalb Neighborhood Development Project recorded December 21, 1970 as Document No. 356388.

   NOTE: For further particulars, see document.

16. Subject to the terms and conditions as set forth in an Agreement for a Sidewalk Easement made by and between the City of DeKalb, The DeKalb County Metropolitan Exposition Authority, and Preservation of the Egyptian Theater dated May 27, 2008 and recorded June 19, 2008 as Document No. 2008009211.

17. Rights of Commonwealth Edison Company to use the roads and highways in said Township for the transmission and distribution of electrical energy as per the resolution recorded as Document No. 306134.

18. Rights of the public, the State of Illinois and the municipality, in and to that part of the land, if any, taken or used for road purposes.

19. Party wall rights of owners of adjoining land in and to a party wall along a portion of the land.

20. END OF SCHEDULE B - SECTION II
Exhibit H: Common Area Patrol Agreement

Common Area Patrol / No-Trespass Enforcement Agreement

Property Address: 135 N. 2nd Street, DeKalb, Illinois 60115
Commonly Known As: The Egyptian Theatre

Property Owner: Egyptian Theatre, Inc.
Contact #: 815-758-1215

Property Manager: Alex Nevad
Contact #: 815-758-1215
24 Hour Contact #: 815-758-1215

This Common Area Patrol / No-Trespass Enforcement Agreement ("Agreement") is entered into by and between the Owner of the Property identified above ("Owner" and "the Property") and the City of DeKalb ("City"). Under the terms of this Agreement, the Owner expressly authorizes and requests that the City utilize its Police Department and City Employees to undertake the following actions:

- **No-Trespass Warnings and Arrests**: The Owner appoints the City of DeKalb, its employees and agents, as an agent of the Owner, authorized and requested to undertake any actions which the Owner could lawfully take with regard to persons unlawfully present relative to no-trespassing laws and ordinances on any public or private area of the Property. The City’s personnel shall be deemed to be representatives of the Owner for purposes of enforcing no-trespass laws and ordinances and signing and testifying with regard to related complaints only. This includes providing no-trespass warnings, verbal or written, to any person on the Property other than a tenant of the Property. The City shall also be authorized to sign complaints, serve as complaining witness, and arrest or cite any person who has violated such a no-trespass warning, or who remains on the Property after being asked to leave. The City has the complete authority to enforce any State Statute or City Ordinance relating to trespass. The City shall maintain accurate records of all persons who have been advised not to trespass on the Property and shall provide a copy of the same to Owner upon request.

- **Patrol Common Areas**: The City, its employees and agents are authorized and requested to enter into any common area of the Property that is accessible either to the public or to tenants of the Premises, including parking lots, open spaces, common hallways, gathering areas, or other similar common areas of the Property, for purposes of patrolling, observing, and enforcing the Codes and Ordinances of the City of DeKalb or any applicable State Statutes. For purposes of this Agreement and any charges arising out of the City’s activities on the Property, the City and its personnel shall be deemed to have been invited upon the common areas of the Property. Notwithstanding the foregoing, this shall not constitute authority for the City to enter into tenant private areas (e.g. individual tenant apartments or individual tenant businesses) without required legal authority (such as a search warrant, probable cause, exigent circumstances, etc. where required). The City is
authorized to sign complaints, serve as complaining witness, and arrest or cite any person who has violated a State Statute or City Ordinance.

- **Report Cars for Relocation:** Owner employs the entity described at signs posted at the Property for purposes of relocating unlawfully parked cars from the Property (and Owner shall maintain such postings in accordance with City Code). The City is authorized and requested to contact the tow relocator to report any vehicles on the Property that appear to be unlawfully parked, so that said vehicles may be towed in accordance with applicable regulations.

- **Provisions of Development Agreement:** Owner shall further permit and consents to the conduct of any access or inspection authorized under the terms of any Development Agreement entered into by Owner and the City which is recorded against the Property of public record.

The Owner agrees that, if necessary, Owner or its authorized representative shall appear at any trial or proceeding arising out of the performance of this Agreement. Owner further acknowledges that the City shall not have any duty to patrol the Property, and that the Owner is responsible for the condition and monitoring of its Property. The City is not undertaking any special relationship with or obligation to Owner, other than the authority to enter the Property’s common areas, and to take the actions outlined above. The City is not an agent or representative of the Owner for any purpose other than having authority to provide warnings or direct persons to leave the Property, and for serving as complaining witness and for signing complaints for legal violations occurring on the Property.

The City agrees that it shall provide notice to the Owner of any legal violations occurring on the Property upon request, and also in accordance with the requirements of City Code.

Owner shall post appropriate signage on the Property advising that its common areas, including but not limited to parking lots and open areas, are posted for No Trespassing, and appropriate signage advising of any parking restrictions for vehicles in its parking lots. Owner is encouraged to post additional signage advising that the Police Department may engage in regular patrols of common areas.

This Agreement shall remain in full force and effect until terminated in writing by either party. Notices shall be delivered to Owner at the address listed above, or to the City at 200 S. Fourth Street, DeKalb, Illinois, 60115, Attention City Attorney.

Agreed this 4th day of March, 2019.

Owner or Representative:

[Signature]

City of DeKalb:

[Signature]

Jerry Smith, Mayor
RESOLUTION 2019-051  

PASSED: MARCH 11, 2019

AUTHORIZING A FINAL DEVELOPMENT INCENTIVE AGREEMENT FOR THE RENOVATION OF THE EGYPTIAN THEATRE, 135 N. SECOND STREET, DEKALB, ILLINOIS.

WHEREAS, the City of DeKalb is a home-rule municipality with the power and authority conferred thereupon by virtue of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, the City has previously, on December 18, 2018 via Resolution 2018-168, approved a certain Preliminary Development Incentive Agreement for the Egyptian Theatre, Inc; and

WHEREAS, the City seeks to now approve of a Final Development Incentive Agreement for the aforesaid project;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City of DeKalb hereby approves of a Final Development Incentive Agreement, substantially in the form attached hereto as Exhibit A, subject to such minor changes as shall be acceptable to the Mayor with the recommendation of the City Manager. The Mayor is authorized and directed to execute the same, and thereafter, City staff are authorized and directed to take all such actions as shall be required to effectuate the same.

SECTION 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s Signature and shall be effective thereupon, following execution as outlined in the preceding section.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 11th day of March 2019 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Stupegia, Fagan, Noreiko, Faivre, Smith. Nay: None. Absent: Verbic.

ATTEST:

LYNN A. FAZEKAS, City Clerk

STATE OF ILLINOIS

JERRY SMITH, Mayor