

**CONSENT TO COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT  
AND PAYMENT DIRECTION**

**7 S. BROADWAY, AURORA, IL**

This **CONSENT TO COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND PAYMENT DIRECTION** (“Consent”) is made as of \_\_\_\_\_, 2024 by the **CITY OF AURORA**, an Illinois municipal corporation and a home rule unit of government Article VII of the 1970 Constitution of the State of Illinois (the “City”), for the sole benefit of [**MORTGAGEE**], a \_\_\_\_\_, its successors and assigns (“Assignee”).

**RECITALS:**

A. \_\_\_\_\_ LLC, a(n) \_\_\_\_\_ limited liability company (“Developer”) and each of Curt Hurst and Conrad Hurst (individually and collectively “Guarantor”, and together with the Developer, individually and collectively referred to herein as “Assignor”) have entered into that certain Redevelopment Agreement with the City pursuant to City Resolution No. R24-185, dated May 28, 2024 (“Redevelopment Agreement”), and desire to collaterally assign their rights and interests under the Redevelopment Agreement to Assignee pursuant to the terms of a certain Collateral Assignment of Redevelopment Agreement and Payment Direction made in favor of Assignee as of even date herewith and in form attached hereto as **Exhibit B** hereto (“Collateral Assignment”) as collateral security for a certain mortgage loan in the amount of \$ \_\_\_\_\_ (“Loan”), evidenced by that certain Promissory Note (“Note”) in the principal amount of the Loan, dated as of even date herewith executed by Assignor and made payable to the order of and delivered to Assignee; which Note is secured by, *inter alia*, a certain Mortgage and Security Agreement (collectively, “Mortgage”) dated as of even date herewith made by Assignor to Assignee conveying certain real estate (“Property”) legally described in **Exhibit A** attached hereto, and certain other “Loan Documents” defined in the Loan Agreement (the Loan Agreement, the Note, the Mortgage, the other Loan Documents and all other documents evidencing or securing the Loan, as the same may be amended, supplemented, renewed, extended, or modified from time to time, are collectively referred to herein as the “Loan Transaction Documents”); and

B. Pursuant to the terms of the Redevelopment Agreement, the City has agreed to reimburse Assignor for certain “Eligible Project Costs” by the disbursement of the “City Funding” through the “City Funding Escrow” (as such terms are defined in the Redevelopment Agreement), and to the amortized forgiveness of the City Funding (the “Payments”); and

C. The Payment(s) are under the exclusive control of the City; and

D. The Redevelopment Agreement permits assignment of the Developer’s rights thereunder, for collateral purposes, without the consent of the City. Notwithstanding, the Assignee desires to obtain from the City its affirmation and consent to the Collateral Assignment and in particular the Developer’s assignment of the right to receive the Payments under and pursuant to the terms of the Redevelopment Agreement.

NOW THEREFORE, in recognition and consideration of the foregoing, in order to assist Developer in obtaining the Loan for investment into the “Project” (as defined in the

Redevelopment Agreement); and for other good and valuable consideration, the City Consents to the Collateral Assignment and agrees as follows:

**1. Recitals.** The Recitals set forth above shall be statements of fact and agreements to the parties hereto as if fully set forth in this Section 1. Capitalized terms not otherwise defined in this Agreement shall have the means ascribed thereto in the Collateral Assignment.

**2. Consent/Rights of Assignee as Mortgagee.** The City hereby consents to the collateral assignment of Developer's interest in the Redevelopment Agreement to Assignor pursuant to the Collateral Assignment. Assignee shall deliver notice ("Notice") to the City as set forth in Section 7 below of its election to accept an assignment of Developer's interests pursuant to the Collateral Assignment, and no such assignment shall be deemed to release the Developer or Guarantor of their obligations to the City.

In the event that Assignee shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under the Collateral Assignment and/or the Loan Transaction Documents, or whether by sale, foreclosure or deed in lieu of foreclosure, and after Notice, the City shall attorn to and recognize Assignee as the successor in interest to Developer for all purposes under the Redevelopment Agreement and Assignee shall be entitled to the rights or benefits under the Redevelopment and this Agreement as set forth in Article XV thereof.

Notwithstanding any other provision of the Redevelopment Agreement or this Agreement to the contrary, it is understood and agreed that during the exercise of its rights under the Collateral Assignment and at any time after Assignee accepts an assignment of Developer's interest under the Redevelopment Agreement, Assignee shall have no liability under the Redevelopment Agreement for any defaults of Developer and the effect thereof which (i) are personal in nature to the Developer or the Guarantor, (ii) relate to any matter whatsoever except for the direct financial obligations of Developer to the City under the Redevelopment Agreement or (iii) are in the form or nature of indemnities, penalties, default interest or other fees, costs and expenses, including attorneys' fees, which shall remain the sole responsibility of Developer and Guarantor.

Such above-described type of default for which Assignee would have no liability, or any defaults with respect to which Assignee has remedied, shall not entitle the City to remedial action with respect to the Redevelopment Agreement or against Assignee, including withholding the Payments or any direction to the City Funding Escrow to release funds or forgive indebtedness.

**3. Default; Assignee Cure Period.** The City hereby represents and warrants that the Redevelopment Agreement is in full force and effect and that there are no defaults by the City or Developer thereunder. If Developer defaults under the Redevelopment Agreement (or any other Agreement) and the City provides Developer with a written statement setting forth the default of the Developer, the City shall provide Assignee with concurrent notice of any such default. Assignee is afforded the rights set forth in the Redevelopment Agreement to cure such default after the expiration of periods of cure afforded to the Developer under the Redevelopment Agreement have expired (the "Assignee Cure Period"). Except as reasonably required to protect against further damages or as otherwise limited herein, City shall not take any action or pursue any rights or remedies against Developer or Guarantor with respect to any such default, including, without

limitation withholding any Payments (which shall be made in trust to Assignee), until the expiration of the Assignee Cure Period and shall accept a cure tendered by Assignee on behalf of Developer or Guarantor.

**4. Notice.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

If to the Assignee: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

If to the City: Corporation Counsel  
City of Aurora, Illinois  
44 East Downer Place  
Aurora, Illinois 60507

With a copy to: David Dibo  
Executive Director, Economic Development  
City of Aurora  
44 East Downer Place  
Aurora, Illinois 60507

And: Chief Financial Officer  
City of Aurora  
44 East Downer Place  
Aurora, Illinois 60507

**IN WITNESS WHEREOF**, the City has executed and delivered this Consent to Collateral Assignment of Redevelopment Agreement and Payment Direction as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF AURORA**, an Illinois municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**EXHIBIT B**

**COLLATERAL ASSIGNMENT**

**[Attached hereto]**