

**THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT
FOR 2 N. BROADWAY (TERMINAL BUILDING)
IN THE CITY OF AURORA, ILLINOIS**

This **THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR 2. BROADWAY (TERMINAL BUILDING) IN THE CITY OF AURORA, ILLINOIS** ("Third Amendment") is made and entered into as of the ____ day of March, 2025 ("Effective Date") by and between the City of Aurora, Illinois, an Illinois home rule municipal corporation ("City"), UEP Aurora LLC, an Illinois limited liability company ("Developer"), and Justin Fern (the "Guarantor", and with the Developer and the City, the "Parties).

WITNESSETH:

IN CONSIDERATION of the following preliminary statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties and Guarantors agree as follows:

I. DEFINITIONS

For the purposes of this Third Amendment, unless the context clearly requires otherwise, capitalized words and terms used in this Third Amendment shall have the meanings provided for in the "Redevelopment Agreement for 2 N. Broadway (Terminal Building) ," dated February 26, 2019, by and between the City, the Developer and the Guarantor ("Original Redevelopment Agreement"), as amended by the "Redevelopment Agreement (First Amendment) for 2 N. Broadway (Terminal Building)," dated June 4, 2019, by and between the City, the Developer and the Guarantor (the "First Amendment"), and as further amended by the "Second Amendment to Redevelopment Agreement," dated September 14, 2021, by and between the City, the Developer and the Guarantor ("Second Amendment," which together with the Original Redevelopment Agreement, as amended by the First Amendment, are collectively the "Redevelopment Agreement"), unless otherwise defined in this Third Amendment.

II. AMENDMENTS TO REDEVELOPMENT AGREEMENT

Amendment One – References in Redevelopment Agreement:

All references in the Redevelopment Agreement to the "Agreement" are amended to be to the "Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment."

Amendment Two – Amendment:

Section 2(e) of the Redevelopment Agreement is amended to create a new subsection "v." to read in its entirety as follows:

“v. City Loan to Developer

1. **City Loan Terms.** The City agrees to provide a loan from the City’s Transformation Fund to the Developer in the total principal amount of \$200,000 (the “City Loan”), which shall be disbursed through a Funding Escrow, as further detailed below, for the sole purpose of facilitating the opening of a new restaurant called Lizzy J. Diner on the first floor of the Property (the “Restaurant Project”).
2. **Eligible Restaurant Costs.** The City loan shall only be allocated to the payment of “Eligible Restaurant Costs,” as detailed in **Exhibit I** attached hereto and made a part hereof.
3. **Funding Escrow and Pari Passu Disbursement.**
 - a. **Escrow Requirement.** The City shall deposit the City Loan into a third-party escrow account with Chicago Title & Trust Company (the “Funding Escrow”) upon the Funding Escrow being created. The Parties shall establish a strict joint order construction escrow for the Restaurant Project with instructions approved by both the Developer and the City. The Developer shall bear all costs associated with establishing and maintaining the Funding Escrow.
 - b. **Pari Passu Funding Ratio.** The City Loan shall be disbursed pari passu with all other funding sources for the Restaurant Project. For purposes of this Agreement, “pari passu” shall mean that no more than \$0.22 of the City Loan shall be disbursed for every \$1.00 from all other sources of Restaurant Project funding.
 - c. **Draw Requests and Disbursement Conditions.** The Funding Escrow shall release funds from the City Loan only upon:
 - The Developer submitting invoices, waivers of lien, and other necessary documentation for Eligible Restaurant Costs, as required under this Agreement.
 - The City’s Chief Financial Officer reviewing and approving the draw request.
 - The Escrow Agent confirming that sufficient funds remain in the Funding Escrow.
 - Verification that the requested disbursement complies with the pari passu disbursement ratio.
 - d. **Reversion of Undisbursed Funds.** If this Agreement is terminated or otherwise ceases to be in effect for any reason, any undisbursed portion of the City Loan in the Funding Escrow shall be released and revert back to the City.

4. **Repayment and Amortization.** The City Loan shall accrue interest at a rate of 5.5% per annum, and the Developer shall make annual payments of \$27,000 (except for the last loan payment), beginning one year from the date of disbursal (March 1, 2026). The repayment schedule is further detailed in **Exhibit J**, which is incorporated by reference into this Agreement.
5. **Maturity and Prepayment.** The Developer shall repay the City Loan in full, including any accrued interest, no later than March 1, 2035. The Developer may prepay the outstanding principal balance, in whole or in part, without penalty at any time prior to the maturity date.
6. **Use of Funds.** The Developer shall use the proceeds of the City Loan exclusively for Eligible Restaurant Costs related to the construction and redevelopment of the first-floor commercial space of the Property, as a restaurant. Misuse of loan funds shall constitute an Event of Default under this Agreement.
7. **Default and Remedies.** Failure to make any scheduled payment under this Section shall constitute an Event of Default under this Agreement. Upon an Event of Default, the City shall have the right to accelerate the outstanding balance, declare all amounts immediately due and payable, and exercise any other rights or remedies available under this Agreement or at law including, without limitation, the right to withhold the TIF Payments.”

Amendment Three – New Exhibits

The Redevelopment Agreement is hereby amended to include a new exhibit, titled “**Exhibit I – Eligible Restaurant Costs**,” which is attached hereto and incorporated by reference into the Redevelopment Agreement.

The Redevelopment Agreement is further amended to include a new exhibit, titled “**Exhibit J – City Loan Repayment Schedule**”, which is attached and incorporated by reference into the Redevelopment Agreement.

IV. MISCELLANEOUS

- A. **Counterparts.** This Third Amendment shall be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Third Amendment.
- B. **Recording and Running with Title.** The Parties agree to record this Third Amendment with the Kane County Recorder’s Office against title to the Property. The Developer shall pay the recording charges. The obligations of Developer in this Third Amendment shall run with title to the land of the

Property and be binding on future owners of the Property and any portion thereof.

- C. **Effective Date.** This Third Amendment shall be deemed dated and become effective on the day on which this Third Amendment is executed by the City, with said date appearing on page 1 hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed on or as of the day and year first above written.

CITY:

CITY OF AURORA,
an Illinois home rule municipal corporation

ATTEST:

By: _____
Richard C. Irvin, Mayor

By: _____
Jennifer Stallings, City Clerk

Date: _____

Date: _____

DEVELOPER:

UEP Aurora LLC,
an Illinois limited liability company

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

GUARANTOR:

JUSTIN FERN

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Kane)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Richard C. Irvin and Jennifer Stallings, personally known to me to be the Mayor and City Clerk of the City of Aurora, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said Illinois home rule municipal corporation, as their free and voluntary acts, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____ and _____,
personally known to me to be the _____ and _____, respectively,
of _____ ("_____"), and personally known to
me to be the same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and severally acknowledged that, as such
_____ and _____, they each signed and delivered the said
instrument as their free and voluntary acts, and as the free and voluntary act and deed of
said _____, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____, personally known to me to be the
same person whose name is subscribed to the foregoing instrument, appeared before me
this day in person and acknowledged that he/she each signed and delivered the said
instrument as his/her free and voluntary acts for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Notary Public

EXHIBIT I – ELIGIBLE RESTAURANT COSTS (to be attached)

EXHIBIT J – CITY LOAN REPAYMENT SCHEDULE (to be attached)