



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Consideration of Agreement Regarding the Norris Cultural Arts Center

Presenter: Brian Townsend

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
X	Planning & Development (8/8/11)	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost: Budgeted: YES NO

If NO, please explain how item will be funded:

Executive Summary:

School District 303 is taking over the operations and management of the Norris Cultural Arts Center. As a result, the Norris Arts Center non-profit organization will be relocating and continuing its operations in other ways. The organizations have negotiated a settlement agreement; however, that agreement requires the approval of the City Council.

Under the terms of the settlement, District 303 will essentially own and manage the facility as a school theater. The Norris non-profit will operate as a separate entity to offer arts and entertainment programming. The non-profit will also have the exclusive right to utilize the proceeds of four (4) charitable trusts that were established by Lester and Dellora Norris to fund operations and activities.

Under the terms and conditions of the agreement, two of the trusts are to be converted to an irrevocable endowment fund. These trusts currently include the right of the City of St. Charles to receive distributions of principal and interest, and to expend those funds at the direction of the City Council for the purposes recognized in the trusts, in the event that the Norris non-profit organization ceases to exist. The City's rights to these funds are expressly preserved in the language of the proposed agreement.

In addition, the City will retain a seat on the Board of Directors for the Norris Arts Center non-profit under its new structure.

Attachments: *(please list)*

Resolution
Proposed Agreement

Recommendation / Suggested Action *(briefly explain):*

Recommend approval of a resolution authorizing the Mayor to execute a Settlement Agreement between Community Unit School District #303, Dellora A. Norris Cultural Arts Center, Ltd., Harris, N.A., and the City of St. Charles.

For office use only: Agenda Item Number:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ST. CHARLES TO EXECUTE A SETTLEMENT AGREEMENT – NORRIS CULTURAL ARTS CENTER

BE IT RESOLVED by the CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DU PAGE COUNTIES, ILLINOIS, that the MAYOR be hereby authorized to execute that Settlement Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A”, by and on behalf of the CITY OF ST. CHARLES.

Presented to the City Council of the City of St. Charles, Illinois this ____ day of _____, 2011.

Passed by the City Council of the City of St. Charles, Illinois this ____ day of _____ 2011.

Approved by the Mayor of the City of St. Charles, Illinois this ____ day of _____, 2011.

Mayor Donald P. DeWitte

Attest:

City Clerk

Council Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this _____ day of _____, 2011 between and among: (1) the Board of Education of St. Charles Community Unit School District No. 303 ("CUSD 303"); (2) the Dellora A. Norris Cultural Arts Center, Ltd. ("Norris NFP"); (3) Harris, N.A. as trustee under (i) the Lester J. Norris Charitable Trust ("Lester Charitable Trust"), (ii) The Dellora A. Norris Charitable Trust ("Dellora Charitable Trust"), (iii) Dellora Norris Trust, (iv) Dellora A. Norris Trust #602 FBO Cultural Arts Center ("Dellora Cultural Arts Trust"), and (4) City of St. Charles, Illinois (collectively the "Parties").

WHEREAS, Dellora A. and Lester J. Norris donated 70 acres of land on which CUSD 303 built a high school campus.

WHEREAS, Dellora A. and Lester J. Norris also donated personally or caused the St. Charles Charities to donate the funds necessary to CUSD 303 to build the Dellora A. Norris Cultural Arts Center ("NCAC") on said high school campus.

WHEREAS, Dellora A. and Lester J. Norris have also provided funds to support the operations of the NCAC as follows:

- (a) On June 10, 1978, Lester J. Norris created the Lester J. Norris Charitable Trust which is an irrevocable trust a copy of which is attached as Exhibit A. The Lester Charitable Trust is a private foundation assigned the employer identification number 36-6675085 and has approximately \$160,000 in total assets. Harris, N.A. is the currently acting trustee of the Lester Charitable Trust.
 - (1) The purpose of the Lester Charitable Trust is as follows:
 - “(i) To promote performances, displays and other events at the DELLORA A. NORRIS CULTURAL ARTS CENTER, or any replacement thereof, such as by publicizing or advertising but not to pay performers or other participants other than awards as provided in (ii) below;
 - (ii) Provide awards for art displayed at or performances at the DELLORA A. NORRIS CULTURAL ARTS CENTER, or any replacement thereof;
 - (iii) For advertisements or solicitations to raise funds for the maintenance, improvement or operation of the DELLORA A. NORRIS CULTURAL ARTS CENTER, or any replacement thereof.”
 - (2) The trustee shall distribute the Lester Charitable Trust income for the above-described purposes as directed by CUSD 303.

- (3) In the event NCAC were to cease to exist, the trustee of the Lester Charitable Trust must distribute the income and principal of the trust for the purposes of promoting cultural activities in the City of St. Charles, Illinois as the City Council directs.
 - (4) The Lester Charitable Trust provides that accountings shall be rendered either to CUSD 330 if NCAC is in existence or the City Council of St. Charles if NCAC is not in existence as the case may be.
- (b) Under her will dated May 7, 1999 (as amended by three codicils), Dellora A. Norris bequeathed one million dollars in trust for the purpose of paying all of the income and a certain percentage of the principal of the trust as specified in Dellora's will annually as directed in writing by CUSD 303 "for the repair, maintenance, improvement and operating expenses" of NCAC which is defined herein as the Dellora Cultural Arts Trust, a copy of said Will and Codicils is attached as Exhibit B. The Dellora Cultural Arts Trust is a public charity assigned the employer identification number 36-6772498 and has approximately \$867,000 in net assets. Harris, N.A. is the currently acting trustee of the Dellora Cultural Arts Trust which is an irrevocable trust.
- (1) The trustee may disburse funds either directly to those providing goods and services or to CUSD 303.
 - (2) The Dellora Cultural Arts Trust provides that accountings shall be rendered to CUSD 303.
 - (3) In the event NCAC were to cease to exist and the trust fund has not been previously exhausted, the remaining income and principal of the Dellora Cultural Arts Trust shall be distributed to CUSD 303 to be used for such educational purposes as CUSD 303 shall determine.
- (c) In 1977 Dellora A. Norris transferred 400 shares of IBM stock to CUSD 303 to be held in trust by CUSD 303 for certain purposes involving NCAC.
- (1) CUSD 303 further transferred the said 400 shares of IBM stock or the proceeds of sale thereof to a corporate trustee (currently Harris, N.A.) under a trust agreement dated August 14, 1978 bearing the title Dellora A. Norris Cultural Arts Center Trust Agreement for the purpose of acquiring paintings, sculpture or other art or ornamental work or objects for the interior and exterior beautification and decoration of the NCAC ("Dellora Norris Trust"). The Dellora Norris Trust is a private foundation assigned the employer identification number 36-6682375 and has approximately \$360,000 in total net assets. The Dellora Norris Trust is an irrevocable trust, a copy of which is attached as Exhibit C.

- (i) The trustee “shall distribute so much or all of the principal and income of said trust fund as directed in a writing jointly (i) by CUSD 303 and (ii) by a four member Advisory Committee initially comprised of Dellora A. Norris, Lester J. Norris, Lavern N. Gaynor and Joann N. Collins, subject to replacement by the remaining members of the Committee in the event of death, resignation or incapacity to perform of a member of the Committee.
 - (ii) In the event NCAC were to cease to exist, the trustee shall distribute any part or all of the principal and income of the trust then remaining “for the purposes of acquiring paintings, sculpture or other art or ornamental work or objects for the beautification and decoration of public buildings and public grounds situated in the City of St. Charles, Illinois” in such manner as CUSD 303 and the Advisory Committee shall direct.
 - (iii) The trustee of the Dellora Norris Trust accounts to CUSD 303.
- (d) In the fourth quarter of 1979, Dellora A. Norris transferred 1,600 shares of IBM stock to CUSD 303 for certain purposes involving NCAC to be held in trust by CUSD 303.
 - (1) CUSD 303 further transferred the said 1,600 shares of IBM stock, or the proceeds of sale thereof, to a corporate trustee (currently Harris, N.A.) for the following purposes described below (“Dellora Charitable Trust”). The Dellora Charitable Trust is a private foundation assigned the employer identification number 36-6728951 and has approximately \$137,000 in total net assets. The Dellora Charitable Trust is an irrevocable trust, identical in terms to the Lester Charitable Trust, a copy of the CUSD 303 resolution creating the Dellora Norris Trust which is attached as Exhibit D.
 - “(i) To promote performances, displays and other events at the DELLORA A. NORRIS CULTURAL ARTS CENTER, or any replacement thereof, such as by publicizing or advertising but not to pay performers or other participants other than awards as provided in (ii) below;
 - (ii) Provide awards for art displayed at or performances at the DELLORA A. NORRIS CULTURAL ARTS CENTER, or any replacement thereof;
 - (iii) For advertisements or solicitations to raise funds for the maintenance, improvement or operation of the DELLORA A.

NORRIS CULTURAL ARTS CENTER, or any replacement thereof.”

- (2) The trustee shall distribute the Dellora Charitable Trust income for the above-described purposes as directed by CUSD 303.
- (3) In the event NCAC were to cease to exist, the trustee of the Dellora Charitable Trust must distribute the income and principal of the trust for the purposes of promoting cultural activities in the City of St. Charles, Illinois as the City Council directs.
- (4) The Dellora Charitable Trust provides that accountings shall be rendered either to CUSD 330 if NCAC is in existence or the City Council of St. Charles if NCAC is not in existence as the case may be.

WHEREAS, on February 28, 1978 the Dellora A. Norris Cultural Arts Center, Ltd, an Illinois not for profit corporation, was created “to provide cultural and educational opportunities for students attending public schools maintained by Community Unit School District 303, Kane and DuPage counties, Illinois and for other citizens residing within said public school district” and Dellora A. Norris and her daughter JoAnn Collins were members of the initial eight person board of directors of Norris NFP. A copy of Norris NFP’s Articles of Incorporation is attached as Exhibit E.

WHEREAS, the Norris NFP was granted tax exempt status by the IRS in a letter dated October 28, 1981 as a Section 501(c)(3) organization as described in Section 509(a)(3). A copy of Norris NFP’s IRS exemption letter is attached as Exhibit F.

WHEREAS, the Articles of Incorporation of the Norris NFP do not provide for Members. However, the By-Laws of the Norris NFP do provide for Members. The By-Laws provide that the individuals duly qualified and acting as members of the Board of Education of CUSD 303 from time to time shall be the Members of Norris NFP. A copy of Norris NFP’s By-Laws are attached as Exhibit G.

WHEREAS, the By-Laws of the Norris NFP provide that there shall be sixteen (16) Directors.

- (a) Two Directors must be members of the School Board of CUSD 303.
- (b) One Director must be an elected official of the City of St. Charles, Illinois.
- (c) One Director must be a member of the St. Charles Park District Board.
- (d) The remaining Directors are “elected at large with the intent that at least one of their number be a member of the family (whether by blood or marriage) of Mrs. Dellora A. Norris.”

WHEREAS, there are no provisions in the Articles of Incorporation of Norris NFP regarding amendments to the By-Laws. However, the amendment provisions of the By-Laws of Norris NFP provide a two step process for amending the By-Laws.

- (a) First, two-thirds of the Directors must affirmatively vote for the amendment after having received a copy of the proposed amendment at least ten days prior to the vote, and then sending a copy of the amendment to the Members within five days of passing.
- (b) Second, after the Members' receipt of the Directors' amendment within five days of the passage of the Directors' amendment, a majority of the Members must affirmatively vote for the amendment to be passed by the Directors.
- (c) Upon an affirmative vote by both the Directors and the Members, the amended By-Laws become effective.

WHEREAS, beginning on October 26, 1981, the Board of Education of CUSD 303 ("School Board") and the Norris NFP have entered into a series of yearly renewable Memorandums of Agreement that have been updated and re-executed from time to time. The most recent Memorandum of Agreement (prior to this year's 2011 Memorandum of Agreement) between the School Board and the Norris NFP is dated October 12, 1999 ("10-12-99 MOA"), a copy of which is attached as Exhibit H.

WHEREAS, Norris NFP's Federal Form 990-EZ ending 6/30/10 indicates the following financial information:

- (a) Norris NFP's total revenues for the fiscal year were \$253,653.
 - (1) Norris NFP's total revenues were comprised of the following categories:

(i)	contributions	\$109,823
(ii)	program service revenue	\$143,255
(iii)	investment income	\$575
- (b) Norris NFP's total cash, savings and investments at the end of the fiscal year were \$381,665.
- (c) The total liabilities were \$71,302.
- (d) The total net assets were \$310,363.

WHEREAS, based upon Norris NFP's 6/30/10 Federal Form 990-EZ distributions from the above-described four Norris charitable trusts (three of whom made contributions during fiscal year 6/30/10 and one of which did not) are as follows: \$7,005 from the Lester Charitable Trust,

\$5,940 from the Dellora Charitable Trust and \$44,055 from the Dellora Cultural Arts Trust and nothing from the Dellora Norris Trust totaling \$57,000 and comprise approximately fifty-two percent (52%) of Norris NFP's annual contributions (\$57,000÷\$109,823) and approximately twenty-two percent (22%) of Norris NFP's total revenue for the year (\$57,000÷253,653).

WHEREAS, without the distributions from the above-described charitable trusts, Norris NFP would be disabled from achieving the public school and community members cultural and educational purposes for which it was created and for which it has been operated for more than thirty (30) years.

WHEREAS, by resolution of its board, as to the three Norris trusts subject to CUSD 303's sole direction, CUSD 303 has previously directed Harris, N.A. as trustee of the (1) Lester Charitable Trust, (2) the Dellora Cultural Arts Trust, and (3) the Dellora Charitable Trust to make all distributions of income and principal allowable from each of the three trusts to Norris NFP.

WHEREAS, as to the Dellora Norris Trust over which CUSD must share the power of direction, the board of CUSD 303 and the Advisory Committee acting jointly under the Dellora Norris Trust from time to time direct Harris, N.A. as trustee of the Dellora Norris Trust to expend the appropriate amounts from income and principal for the purposes of the trust. As examples of the above described directions, a copy of the 2-5-87 Authorization of Distributions document in reference to all four Norris trusts is attached as Exhibit I and in addition attached as Exhibit J is a copy of a Resolution of the Board of Education of St. Charles Community Unit School District No. 303 Kane and Du Page Counties, Illinois, Directing the Distribution of Certain Funds from Trust Accounts Established for the Benefit of the Dellora A. Norris Cultural Arts Center.

WHEREAS, the Lester Charitable Trust and the Dellora Charitable Trust are administered under the identical terms and conditions.

WHEREAS, the expenses of the Lester Charitable Trust and the Dellora Charitable Trust (trustee's fees, accounting fees and excise taxes) exceed more than 50% of the gross income of those trusts as reported on their 6/30/10 Form 990-PFs.

WHEREAS, the Lester Charitable Trust's total net assets are small in size, (valued at \$166,000 on its 6/30/10 Form 990-PF), and the Dellora Charitable Trust's assets also small in size, (valued at \$137,000 on its 6/30/10 Form 990-PF).

WHEREAS, Section 15.5 of the Charitable Trust Act titled *Termination and Transfer of Certain Trusts* (760 ILCS 5/15.5) provides that trusts that are small in size and whose expenses exceed 25% of their income qualify as trusts may be terminated and transferred to an irrevocable endowment fund at a named charitable organization.

WHEREAS, Norris NFP intends to create an irrevocable endowment fund that qualifies as a recipient for the assets of the Lester Charitable Trust and the Dellora Charitable Trust as described in Section 15.5(d) of the Charitable Trust Act and under which endowment fund terms

the principal of the fund will be no more expendable by Norris NFP than under the terms of the governing instrument of the Dellora Charitable Trust and the Lester Charitable Trust.

WHEREAS, the Parties agree to the termination of the Lester Charitable Trust and the Dellora Charitable Trust as described above.

WHEREAS, CUSD 303 has concluded that its approximately 30-year relationship with Norris NFP of jointly carrying out the intentions of Dellora A. and Lester J. Norris to provide cultural and educational opportunities both to public school students and to members of the St. Charles community needs to be substantially changed in order for CUSD 303 to focus its efforts on CUSD 303's goals of serving the needs of CUSD 303's students and not focusing its efforts on the broader St. Charles community by CUSD 303 assuming complete control of the performing arts theater in the NCAC for the benefit of its students.

WHEREAS, CUSD 303 and Norris NFP intend to enter into a new year to year 2011 Memorandum of Agreement which both asserts CUSD 303's rights and obligations as the owner of NCAC by taking complete control of the performing arts theater for the benefit of its students and also allows Norris NFP to administer and operate the art gallery for the benefit of the entire St. Charles community for a term of one year only. A copy of the 2011 Memorandum of Agreement is attached hereto in draft form as Exhibit J.

WHEREAS, none of the parties to this Agreement are aware of any written donor restrictions or limitations on CUSD 303's power and authority to take complete control of the NCAC.

WHEREAS, CUSD 303 understands that by focusing its efforts solely on serving the needs of CUSD 303's students and not the broader St. Charles community, CUSD 303 is moving away from Dellora A. and Lester Norris' goals of providing for both CUSD 303's students and the broader St. Charles community and as a result thereof CUSD 303 intends to take the following actions so as to relieve the four Norris trusts of any and all NCAC related costs and expenses as follows:

(a) CUSD 303 will irrevocably waive the right to any and all distributions from the Lester Charitable Trust, the Dellora Cultural Arts Trust, the Dellora Norris Trust and the Dellora Charitable Trust.

(b) CUSD 303 will pay for any and all expenses and costs of owning and operating NCAC without any need for distributions from the four Norris trusts.

(c) CUSD 303's purpose in irrevocably waiving all distributions from the four Norris trusts and paying for all of the NCAC related expenses and costs is to relieve the four Norris trusts from having to pay for those costs and to direct that the distributions from those four Norris trusts be made to Norris NFP so Norris NFP can use those distributions to provide cultural and educational opportunities for the broader St. Charles community so as to relieve CUSD 303 from otherwise having to focus its attention and resources in providing for the broader St. Charles community.

(d) CUSD 303 understands and agrees that CUSD 303 and Norris NFP may terminate or fail to agree on the terms of a future memorandum of agreement and related lease concerning NCAC with the result that Norris NFP will move its office and operations from NCAC to a different location in St. Charles, Illinois but that such a relocation will in no way change or alter CUSD 303's intent to irrevocably waive any and all distributions from the four Norris trusts and to relieve the four Norris trusts from having to pay any NCAC related costs and expenses so as to allow Norris NFP to use the distributions from the four Norris trusts to provide cultural and educational opportunities for the broader St. Charles community that CUSD 303 has determined it will not provide.

(e) CUSD 303 and Norris NFP believe it is consistent with Dellora A. and Lester J. Norris's intent for CUSD 303 and Norris NFP to allocate the student educational and cultural opportunities to CUSD 303 and the broader St. Charles community cultural and educational opportunities to Norris NFP and in furtherance of that allocation to provide that all of the distributions from the four Norris trusts be distributed to Norris NFP as described above in (a), (b), (c) and (d).

WHEREAS, in connection with CUSD 303 asserting complete control over the administration and operation of the NCAC, including, but not limited to, the performing arts center in the NCAC, the Norris NFP irrevocably waives any and all rights and claims of ownership and control over and in the NCAC.

WHEREAS, in conjunction with CUSD 303 asserting complete control over the administration and operation of the performing arts theater in the NCAC in order for CUSD 303 to focus its efforts on serving the needs of its students, CUSD 303 intends to change the nature of its relationship with Norris NFP and the four Norris trusts in order to allow Norris NFP to focus its efforts on providing cultural and educational opportunities to and for the benefit of the entire St. Charles community on which CUSD 303 has determined it no longer intends to focus its efforts:

- (a) Agreeing to and voting for an amendment of Norris NFP's bylaws that would provide that Norris NFP shall no longer have any Members (which means deleting the bylaw provision that provides that the members of the Board of Education of CUSD 303 shall be the Members of Norris NFP) and that none of the members of CUSD 303's School Board shall be directors of Norris NFP but will provide that the City of St. Charles, Illinois shall be entitled to appoint one member of the Norris NFP's board of directors.
- (b) Agreeing to the entry of a court order that would have the effect of a permanent direction by CUSD 303 to Harris, N.A. as trustee of (1) the Dellora Cultural Arts Trust and (2) the Dellora Norris Trust (including providing for the substitution of Norris NFP's direction in lieu of CUSD 303's direction in order for Norris NFP to make joint directions with the Advisory Committee), and to continue to make all distributions under these two remaining Norris trusts to Norris NFP unless and until the liquidation and dissolution of Norris NFP and that any and all accountings that Harris, N.A. as trustee would otherwise be required to be provided to CUSD 303 will be provided to Norris NFP.

WHEREAS, the Norris NFP shall indemnify, defend and hold harmless CUSD 303, its individual board members, employees and agents from any and all claims, demands, suits, judgments and causes of action arising out of, related to or in any way connected with CUSD 303's relinquishment of its rights in the aforementioned trusts; provided, however, that Norris NFP's Petition for cy pres and related pleadings and court filings to facilitate the actions contemplated by this Agreement shall be excluded from this indemnification provision.

WHEREAS, Norris NFP agrees that it will continue to use the distributions from the Norris trusts and the irrevocable endowment funds it intends to create to carry out Dellora A. and Lester J. Norris's intent to provide to the broader St. Charles community cultural and educational opportunities consistent with Dellora A. and Lester J. Norris's intent and agrees to the entry of a court order for the broader St. Charles community purposes described above.

WHEREAS, Harris, N.A. as trustee of the above four Norris charitable trusts has no objection to the terms of this Agreement entered into between CUSD 303 and Norris as it affects Harris, N.A.'s administration of the Dellora Cultural Arts Trust, and the Dellora Norris Trust, and the termination and transfer of assets of the Lester Charitable Trust and the Dellora Charitable Trust to any irrevocable endowment fund created at Norris NFP and agrees to the entry of a court order for those purposes as described above.

WHEREAS, the City of St. Charles, Illinois has no objection to this Agreement entered into between CUSD 303, Norris NFP and Harris, N.A. because this Agreement benefits the broader St. Charles community and preserves the City of St. Charles' interests under (i) the Lester Charitable Trust, (ii) the Dellora Charitable Trust, (iii) the Dellora Norris Trust, and (iv) the Dellora Cultural Arts Trust and agrees to the entry of a court order for the purposes as described above.

WHEREAS, the Parties seek to resolve any and all disputes that may arise involving the above described matters.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the actions to be taken by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and covenant as follows:

1. The above recitals are incorporated by reference and are hereby made a part of this Agreement.
2. Within a reasonable time period after the execution of this Agreement Norris NFP will file a Petition for cy pres to facilitate the actions contemplated by this Agreement and all Parties shall move the court to approve the terms of this Agreement. Norris NFP shall prepare and file, paying its own attorney fees and its own court costs, the Petition for cy pres, any related pleadings, and other required filings necessary to facilitate the actions contemplated by this Agreement.

3. This Agreement shall be governed by, and shall be interpreted in accordance with, the substantive laws of the State of Illinois.
4. If any provision of this Agreement shall be deemed invalid or unenforceable under applicable law, such provision shall be considered divisible and shall be deemed to have been deleted from this Agreement and the remainder of this Agreement shall be valid and binding as if the invalid or unenforceable provision had not been included herein.
5. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. There are no other agreements or understandings between the parties with respect to its subject matter, nor have there been any representations, express or implied, as to the subject matter herein. This Agreement may not be amended or modified except by a written instrument duly executed by each of the Parties hereto prior to the effective date of any such amendment or modification.
6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.
7. Each party warrants that the person signing on their or its behalf has authority to do so and to bind that party.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement, noted by the signature below.

Board of Education of St. Charles Community Unit School District No. 303

By: _____

Its: _____

The Dellora A. Norris Cultural Arts Center, Ltd

By: _____

Its: _____

Harris, N.A., as trustee under (i) the Lester Charitable Trust, (ii) the Dellora Charitable Trust, (iii) the Dellora Norris Trust, and (iv) the Dellora Cultural Arts Trust

By: _____

Its: _____

City of St. Charles, Illinois

By: _____

Its: _____

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