

## ASSUMPTION OF REDEVELOPMENT AGREEMENT

THIS ASSUMPTION OF REDEVELOPMENT AGREEMENT (this “**Assumption**”) dated as of the 10th day of November, 2023 (the “**Effective Date**”) by and between 3800 South Cicero, LLC an Illinois limited liability company, (“**Assignor**”) and **Lenny’s Stickney Real Estate Development, LLC**, an Illinois limited liability company (“**Assignee**”).

### RECITALS

A. Assignor is currently the owner of certain real property located in the Village of Stickney, Cook County, Illinois, as described on Exhibit A attached hereto (“**Property**”); and

B. Assignor entered into that certain Tax Increment Financing Redevelopment Agreement by and between the Village of Stickney (the “**Village**”) and Assignor, dated October 19, 2021 (“**Redevelopment Agreement**”); and

C. The Redevelopment Agreement provides that there shall be no assignment of the Assignor’s rights and obligations thereunder unless any proposed assignee expressly agrees to assume all of the obligations of Assignor under the Redevelopment Agreement; and

D. The Redevelopment Agreement further provides that Assignor will not be relieved from any obligation set forth in the Redevelopment Agreement unless and until Assignee expressly assumes in writing the obligations of the Assignor and furnishes the Village a copy of such assumption; and

E. Assignor desires to assign the Redevelopment Agreement, and Assignee desires to assume the Redevelopment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**Section 1. Recitals.** The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Assumption and are incorporated into and made a part of this Assumption as though they were fully set forth herein. The Parties acknowledge the accuracy and validity of such statements, representations, covenants and recitations.

**Section 2. No Change in Defined Terms.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

**Section 3. Assumption.** As of the Effective Date, Assignee, pursuant to Section 8.19 of the Redevelopment Agreement, will and hereby does assume and agree, throughout the Term of the Redevelopment Agreement, to abide by all remaining executor terms and conditions of the Redevelopment Agreement relating to the Project including, without limitation, those terms and conditions set forth in Article 6 of the Redevelopment Agreement. Upon Assignee’s execution and delivery of this Assumption, Assignor shall be released from any obligation or responsibility under the Redevelopment Agreement.

**Section 4. Third Party Beneficiaries.** Except for the Village and the successor(s)-in-interest, if any, to the Village Note and the Consolidated Village Note, which the parties hereto explicitly recognize as third-party beneficiaries to this Assumption, Assignor and Assignee do not intend, and this Assumption shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

**Section 5. Counterparts.** This Assumption may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**Section 6. Governing Law.** This Assumption shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Illinois, without regard to its conflict principles.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Assumption pursuant to all requisite authorizations as of the date first above written.

**ASSIGNOR:**

**3800 SOUTH CICERO, LLC**  
An Illinois limited liability company

By: **HPI MANAGEMENT, INC.**, its manager

By: **Rick E. Heidner**, its President

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 10th day of November, 2023, before me, personally appeared Rick E. Heidner, personally known, who being by me duly sworn did say that he is the President of HPI Management, Inc. an Illinois limited liability corporation, that said instrument was signed on behalf of said limited liability corporation, and acknowledged said instrument to be the free act and deed of said limited liability corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My commission expires:

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Assumption pursuant to all requisite authorizations as of the date first above written.

**ASSIGNEE:**  
**LENNY'S STICKNEY REAL ESTATE**  
**DEVELOPMENT, LLC**, an Illinois limited liability  
company

\_\_\_\_\_  
[Name]  
[Its]

STATE OF ILLINOIS    )  
  ) ss.  
COUNTY OF COOK    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, personally appeared \_\_\_\_\_, personally known, who being by me duly sworn did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, that said instrument was signed on behalf of said limited liability corporation, and acknowledged said instrument to be the free act and deed of said limited liability corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My commission expires: