

## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment Agreement") is entered into as of DECEMBER 10, 2015, by and between Spring Hill Center for Commerce & Industry L.L.C., an Illinois Limited Liability Company (the "Assignor"), and Spring Hill Center for Commerce & Industry Property Owners Association., an Illinois corporation (the "Assignee").

WHEREAS, Assignor entered into a REDEVELOPMENT AGREEMENT (this "Redevelopment Agreement or Agreement") dated May 3, 1995 with the VILLAGE OF CARPENTERSVILLE' ILLINOIS, an Illinois home rule municipal corporation located in Kane County, Illinois (the, "Village"); and

WHEREAS, Spring Hill Center for Commerce & Industry L.L.C. has completed all of its obligations under the Redevelopment Agreement with the Village of Carpentersville.

WHEREAS, the Assignor wishes to transfer and assign to the Assignee all of the Assignor's rights and interests in and to, and obligations under, the Redevelopment Agreement, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations;

WHEREAS, pursuant to Section 8.4 of the Redevelopment Agreement, the Assignor may not assign any of its rights, interests or obligations under the Redevelopment Agreement, directly or indirectly (by operation of Law or otherwise), without the prior written approval of Village of Carpentersville; and

WHEREAS, on JANUARY 19, 2016, the Village provided its written approval to this Assignment by the Assignor of all of its rights, interests and obligations in the Redevelopment Agreement to the Assignee.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals/Defined Terms. The foregoing Recitals are hereby confirmed and acknowledged and incorporated in this Section 1 as though fully set forth herein.
2. Assignment and Assumption. The Assignor hereby transfers and assigns to the Assignee, and the Assignee hereby acquires from the Assignor all of the Assignor's rights, and interests in and to the Redevelopment Agreement, of whatever kind or nature, and the Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Assignor under the Redevelopment Agreement, of whatever kind or nature.
3. Retention of Obligations. Notwithstanding anything in this Assignment Agreement to the contrary, the Assignor shall not remain obligated, as a principal, to Village with respect to all of the Assignor's obligations, duties, liabilities and commitments under the Redevelopment Agreement, of whatever kind or nature.
4. Authority. Each party represents and warrants to the other party that it has full power and authority to enter into this Assignment.
5. Acceptance. Assignee hereby accepts the assignment from Assignor; and Assignee does hereby assume any obligations of Assignor and any predecessor in interest under the Redevelopment

Agreement and shall be responsible for any liability of any kind or nature arising from the exercise of the rights and powers granted or assumed to the Assignor under the Redevelopment Agreement.

6. Effectiveness. This Assignment Agreement shall be effective as of the date set first set forth above.

7. Governing Law; Binding Effect. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and performed in such state without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

8. Counterparts. This Assignment Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in .pdf or .tiff format) shall be deemed effective as manual delivery.

9. Additional Documents. Assignor hereby covenants and agrees that Assignor shall execute and deliver to Assignee upon demand from time to time any further instrument or instruments which are reasonably necessary to reaffirm, correct and/or perfect the assignment and transfer to Assignee of its rights and privileges under the Redevelopment Agreement.

10. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Assignee and Assignor and the Village of Carpentersville, Illinois have executed this Assignment Agreement as of the date first set forth above.

ASSIGNEE:

SPRING HILL CENTER FOR  
COMMERCE & INDUSTRY  
PROPERTY OWNERS  
ASSOCIATION, an Illinois  
corporation

By: 

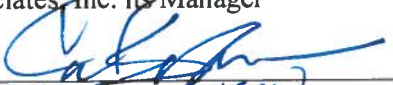
Name: Carol Swanson

Title: PRESIDENT

ASSIGNOR:

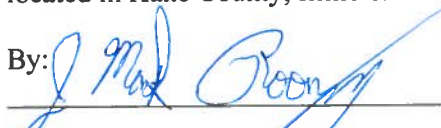
SPRING HILL CENTER FOR  
COMMERCE & INDUSTRY L.L.C.  
an Illinois Limited Liability  
corporation

By: CJS Commercial Property  
Associates, Inc. its Manager

By:   
Name: CARL SWANSON  
Title: PRESIDENT

Pursuant to the terms of the REDEVELOPMENT AGREEMENT dated May 3rd, 1995 between SPRING HILL CENTER FOR COMMERCE & INDUSTRY L.L.C. and the VILLAGE OF CARPENTERSVILLE, the VILLAGE OF CARPENTERSVILLE hereby acknowledges that it has approved this Assignment as of JANUARY 19 2016.

VILLAGE OF CARPENTERSVILLE,  
an  
Illinois home rule municipal corporation  
located in Kane County, Illinois:

By:   
Name: J MARC ROONEY  
Title: VILLAGE MANAGER