

THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
SHOULD BE SENT TO:

Andrew P. Scott, Esq.
Dykema Gossett PLLC
10 South Wacker Drive
Suite 2300
Chicago, IL 60606

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the “**Agreement**”) is made as of _____, 2026, and is entered into between Bridge Point Romeoville, LLC, a Delaware limited liability company (“**Assignor**”), and MB Romeoville Partners, LLC, an Ohio limited liability company (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” or collectively as the “**Parties**” as the context may require.

RECITALS

A. The Village of Romeoville (the “**Village**”) and Assignor have entered into that certain Redevelopment and Financing Agreement, dated December 15, 2021 and recorded in the office of the Will County Recorder as Document No. R2022016124 (the “**Redevelopment Agreement**”). The Redevelopment Agreement pertains to that property commonly known as 187 Southcreek Parkway, Romeoville, Illinois which is legally described on Exhibit A attached hereto and made a part hereof.

B. The Redevelopment Agreement provides, among other things, that the Village will reimburse the Assignor in an amount up to Fourteen Million Nine Hundred Sixty Thousand Dollars and No Cents (\$14,960,000.00) for certain redevelopment project costs, as that term is defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., from Assignor’s share of the Net Incremental Revenues, as that term is defined in the Redevelopment Agreement.

C. Assignor and Assignee have entered into that certain Purchase and Sale Agreement, dated _____, 2026, which provides, among other things, for Assignor’s transfer, conveyance and sale of its rights to receive Assignor’s share of the TIF Revenue Stream to the Assignee (such agreement, the “**Purchase Agreement**”) in consideration of Assignee’s payment to Assignor the amount of Four Million Two Hundred Seventy-Five Thousand Dollars and No Cents (\$4,275,000.00).

D. The Purchase Agreement further provides, among other things, that each Party will execute and deliver this Agreement as part of the consummation and closing of the Purchase Agreement.

E. The Assignor wishes to unconditionally assign, and the TIF Assignee wishes to unconditionally assume, all rights under the Redevelopment Agreement to receive payment of the Assignor's share of the Net Incremental Revenues in accordance with Section 6 and Section 8 of the Redevelopment Agreement.

F. The Redevelopment Agreement provides that (1) the Assignor may not assign its obligations under the Redevelopment Agreement to any unaffiliated party without the Village's consent and (2) the Village's obligations under the Redevelopment Agreement may not be assigned without the Village's consent (the "**Village Consent**").

G. The Assignor only intends to assign its right to receive payments, and the Assignor further intends to retain any remaining obligations it may have under the Redevelopment Agreement.

H. The Assignor seeks the Village Consent to confirm (1) performance of Assignor's obligations as of the date of the Village consent and (2) the Village's willingness to remit payment of the Assignor's share of Net Incremental Tax Revenues to Assignee.

I. The Village is willing to deliver the Village Consent, in the form attached hereto as Exhibit B provided that it receives a copy of this Agreement and an Assignor release of its right to receive Assignor's share of the Net Incremental Revenues.

J. The Parties wish to memorialize the terms and conditions of the assignment of the rights and obligations under the Redevelopment Agreement.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement by reference.

2. Assignment of Payment of Assignor's Share of the Net Incremental Revenues. As of the date hereof, the Assignor hereby unconditionally assigns to the Assignee all of its right, title and interest in and to the right to receive payments of the Assignor's Share of the Net Incremental Revenues from the Village pursuant to Section 6 and Section 8 of the Redevelopment Agreement, and the Assignee hereby unconditionally accepts such assignment of those rights under the Redevelopment Agreement. The assignment of these rights pursuant to this Section 2 shall take effect as of the date of the closing and consummation of the Purchase Agreement.

3. No Effect on Recording Priority of Agreements. The Parties agree that entering into and recording this Agreement shall have no effect on the recording priority of the Redevelopment Agreement.

4. No Change in Defined Terms. All capitalized terms not otherwise defined herein, shall have the same meanings as set forth in the Redevelopment Agreement.

5. Authority. Each of the Assignor and the Assignee represents and warrants to the other Party: (a) such Party has the right, power and authority to enter into, execute, deliver and perform this Agreement and the person executing this Agreement on behalf of such party is duly authorized to execute this Agreement on behalf of such party; and (b) the execution, delivery and performance by such party of this Agreement has been duly authorized by all necessary action, and does not and will not violate its organizational or governing documents, any applicable provision of law, or constitute a breach of, default under or require the consent under any agreement, instrument or document to which such party is now a party or by which such party is now or may become bound.

6. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

8. Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the Redevelopment Agreement, the provisions of this Agreement shall control.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

10. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Assignor and the Assignee, their successors and assigns to the extent the Redevelopment Agreement rights and/or obligations are assigned pursuant to this Agreement.

11. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

12. Term. This Agreement shall be effective as of the date first written above and terminate as of the date of the termination of the Redevelopment Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed on or as of the day and year first above written.

ASSIGNOR:

BRIDGE POINT ROMEOVILLE, LLC, a Delaware limited liability company

By: _____

Name: Nick Siegel

Title: Authorized Representative

ASSIGNEE:

MB ROMEOVILLE PARTNERS, LLC, an Ohio limited liability company

By: _____

Name: Steven P. Miller

Title: Manager

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Steven P. Miller, personally known to me to be the Manager of MB Romeoville Partners, LLC, an Ohio limited liability company (“Assignee”), and 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 signed, sealed, and delivered said instrument, pursuant to the authority given to him by the members of the Assignee, as his free and voluntary act and as the free and voluntary act of Assignee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2026.

Notary Public

My Commission Expires _____

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, EXCEPTING THEREFROM THE EAST 8.46 CHAINS OF THE SOUTH 11.82 1/8 CHAINS OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM SOUTH CREEK SUBDIVISION RECORDED OCTOBER 7, 2005 AS DOCUMENT R2005176162) IN WILL COUNTY, ILLINOIS

PIN: 11-04-09-300-004-0000

EXHIBIT B
FORM OF VILLAGE CONSENT
[Attached]

[VILLAGE OF ROMEOVILLE LETTERHEAD]

_____, 2026

MB Romeoville Partners, LLC
Attn: Steve Miller
Via Email: smiller@vikingprt.com

Bridge Point Romeoville, LLC
Attn: Nick Siegel
Via Email: nsiegel@bridgeindustrial.com

Re: The Redevelopment and Financing Agreement (the "**Redevelopment Agreement**"), by and between the Village of Romeoville, Illinois, an Illinois municipal corporation (the "**Village**"), and Bridge Point Romeoville, LLC, an Illinois limited liability company (the "**Developer**") dated as of December 15, 2021.

Gentlemen:

It is our understanding that MB Romeoville Partners, LLC, an Ohio limited liability company, or an affiliate thereof (the "**Purchaser**"), is contemplating the purchase of certain of the Developer's interests in the Redevelopment Agreement (the "**Purchase**"). An important consideration of the Purchase is the current status of the Redevelopment Agreement and the Village's position with respect thereto. Terms not defined herein shall have the meaning ascribed to them in the Redevelopment Agreement.

The undersigned, as of the date hereof, does hereby certify and consent to the following for the benefit of the Purchaser, and its successors and/or assigns:

1. The undersigned Village is a party to the Redevelopment Agreement.

2. The Redevelopment Agreement is in full force and effect and has not been amended, modified or supplemented. The Redevelopment Agreement sets forth the entire agreement between the Village and the Developer.
3. To the Village's actual knowledge, there are no uncured defaults, events of default, or breach by any party to the Redevelopment Agreement that currently exist.
4. The Developer has performed all obligations required by the Redevelopment Agreement as of the date hereof and consequently, the Developer is entitled to receive Developer's Share of the Net Incremental Revenues in accordance with the Redevelopment Agreement.
5. In compliance with the requirements of Section 19(I) of the Redevelopment Agreement, upon the delivery of a fully executed assignment and assumption of Developer's rights to receive the Developer's Share of the Net Incremental Revenues to the Purchaser and a fully executed Developer release of the right to receive reimbursement of Developer's Share of the Net Incremental Revenues, the Village shall make such reimbursement payments to the Purchaser pursuant to payment instructions timely provided to the Village by the Developer or the Purchaser. The Village has reviewed and approved the form of assignment and assumption agreement between the Developer and the Purchaser, and hereby consents to the assignment of such payment rights to the Purchaser.
6. The Village approved Redevelopment Project Costs (as defined in the Redevelopment Agreement) of Fourteen Million Nine Hundred Sixty Thousand Dollars (\$14,960,000).
7. Pursuant to Section 15(H) and 15(I) of the Redevelopment Agreement, the Purchaser will assume the rights and obligations of the Developer to receive the Developer's Share of the Net Incremental Taxes upon receipt by the Village of the fully executed assignment and assumption agreement referenced in Statement 5 above.
8. Prior to the consummation of the Purchase, the Village agrees to provide such additional consents and documentation as reasonably required by the Purchaser to close the transaction.

This letter may be relied upon by the Developer, the Purchaser, and their respective successors and assigns and will be binding upon the Village. The undersigned is duly authorized to execute this letter on behalf of the Village.

VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS

By: _____

[Name]