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Drafted By and When
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KAREN A. YARBROUGH
COOK COUNTY CLERK
DATE: 09/29/2021 12:04 PM PG: 1 OF 5

ASSIGNMENT OF DEVELOPER'S RIGHTS UNDER DECLARATION OF RECIPROCAL EASEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS ASSIGNMENT OF DEVELOPER'S RIGHTS UNDER DECLARATION OF RECIPROCAL EASEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (this "Assignment") is executed and delivered this 23 day of September, 2021 (the "Effective Date"), by CFLS EVERGREEN LLC, a Delaware limited liability company, with an address of 1345 Avenue of the Americas, 46th Floor, New York, New York 10105 ("CFLS") and LBX EVERGREEN TH LLC, a Delaware limited liability company, with an address of 11054 Ventura Blvd., #173, Studio City, California 91604 ("LBX").

RECITALS:

A. CFLS is the current "Developer" of under the certain Declaration of Reciprocal Easement with Covenants, Conditions and Restrictions, dated December 15, 2015 and recorded on December 22, 2015, in Document Number 1535645064, Cook County Records, as amended (collectively, "Declaration"), affecting the property described on Exhibit "A" attached hereto and made a part hereof.

B. In connection with the sale of the Main Parcel, the Fitness Parcel and the Building N Parcel (as such terms are defined in the Declaration) from CFLS to LBX, the parties wish to enter into this Assignment to provide record notice of the assignment of the Developer's rights under the Declaration from CFLS to LBX, and the acceptance of the assignment of the same by LBX from CFLS, as more particularly set forth in this Assignment.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CFLS and LBX hereby agree as follows:

1. Capitalized terms which are used in this Assignment and which are not defined herein have the meaning ascribed to them in the Declaration.
2. As of the Effective Date, CFLS does hereby grant, sell, set over, transfer, assign,

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and convey to LBX, its successors and assigns, all of CFLS's right, title, interest, powers and obligations as "Developer" under the Declaration, except that the foregoing assignment and transfer shall not include CFLS's rights as "Developer" with respect to the Bond Rights and Incentives under the Development Agreement with the Village of Evergreen Park relating to the development of the Shopping Center (collectively, the "Excluded Rights"), which Excluded Rights shall remain the property of CFLS (and its designated successor and assigns, from time to time); provided that it is understood and agreed that the "Class 8 Incentives" and the "SSA's" referenced in the Development Agreement run with the respective land within the Shopping Center and will not be part of the Excluded Rights.

3. Assignee hereby accepts the foregoing assignment and agrees to assume and discharge all duties and obligations of Developer, except with respect to the Excluded Rights, arising from and after the Effective Date and for so long as it shall be the Developer.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois and the laws of the United States of America applicable to transactions in Illinois.

5. This Assignment may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Signatures on following page

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IN WITNESS WHEREOF, the undersigned have executed this Assignment of Developer's Rights under Declaration of Reciprocal Easement with Covenants, Conditions and Restrictions as of the 23 day of September, 2021.

CFLS:

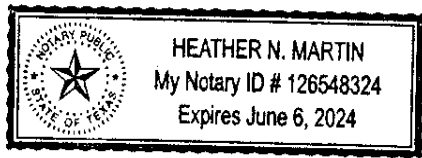
CFLS EVERGREEN LLC,
a Delaware liability company

By: [Signature]
Name: Andrew Osborne
Title: Authorized Signatory

STATE OF DALLAS)
) ss:
COUNTY OF TEXAS)

On this 21 day of SEPTEMBER, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew Osborne, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public




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LBX:

LBX EVERGREEN TH LLC,
a Delaware liability company

By: 
Name: Philip Block
Title: Authorized Signatory

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

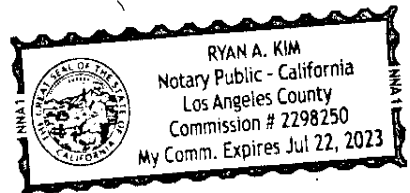
State of California)
County of LOS ANGELES)

On 09/21/2021, before me, RYAN A. KIM, Notary Public, personally appeared PHILIP BLOCK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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EXHIBIT A

SHOPPING CENTER LEGAL DESCRIPTION

MAIN PARCEL (24-12-236-016-0000):

LOT 1 IN EVERGREEN PLAZA III, BEING A RESUBDIVISION OF LOTS 3 AND 4 IN EVERGREEN PLAZA II SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FITNESS PARCEL (24-12-236-017-0000):

LOT 2 IN EVERGREEN PLAZA III, BEING A RESUBDIVISION OF LOTS 3 AND 4 IN EVERGREEN PLAZA II SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BUILDING N PARCEL (24-12-236-012-0000):

LOT 1 IN EVERGREEN PLAZA II, BEING A RESUBDIVISION OF LOT 3 IN EVERGREEN PLAZA SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CARSON'S PARCEL (24-12-236-009-0000):

LOT 1 IN EVERGREEN PLAZA SUBDIVISION, BEING A RESUBDIVISION OF VARIOUS SUBDIVISIONS AND VACATED ALLEYS LYING IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BUILDING S PARCEL (24-12-236-010-0000):

LOT 2 IN EVERGREEN PLAZA SUBDIVISION, BEING A RESUBDIVISION OF VARIOUS SUBDIVISIONS AND VACATED ALLEYS LYING IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BUILDING M PARCEL (24-12-236-013-0000):

LOT 2 IN EVERGREEN PLAZA II, BEING A RESUBDIVISION OF LOT 3 IN EVERGREEN PLAZA SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.