

**ASSUMPTION, WITH CONSENT, OF SPECIFIC OBLIGATIONS UNDER THE
REDEVELOPMENT AGREEMENT FOR THE LILAC SQUARE
DEVELOPMENT COMPRISING A PART OF THE DOWNTOWN T.I.F.
DISTRICT OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS
(Now Commonly known as "LINCOLN PLACE")**

Assumption

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, THE SHOPS AT LINCOLN PLACE, LLC, an Illinois limited liability company ("SLPLLC"), hereby covenants and agrees that unless it receives the prior written consent of the Village of Lombard, Illinois ("Village"), SLPLLC shall not (a) apply for, seek and/or authorize any special classification for real estate tax purposes in regard to the real estate commonly known as 141 W. St. Charles Road, Lombard, IL 60148 having PIN 06-07-209-025 ("The Shops") and/or (b) directly or indirectly seek to lower the assessed valuation of the The Shops for real estate tax purposes, for any tax year prior to tax year 2012 that commences January 1, 2012, all as prohibited by Section V.A. of the RDA as defined in the Consent set forth below (the "Tax Covenants").

SLPLLC hereby grants the Village the right to enforce the foregoing Tax Covenants directly against SLPLLC by way of injunctive relief at the sole cost and expense of SLPLLC. SLPLLC hereby indemnifies and holds the Village, Norwood-Lombard LLC, an Illinois limited liability company ("NLLLC"), and Beta Properties, LLC, an Illinois limited liability company ("Beta") and their respective members, managers, elected and appointed officials, agents, employees, successors, and assigns, all as the case may be (collectively as "Indemnitees"), each and all harmless from and

against any and all loss, cost, liability and expense (including without limitation attorney fees and court costs) paid or incurred by the Indemnitees or any of them arising out of a breach of the foregoing Tax Covenants by SLPLLC or its members, managers, officers, agents or employees, including, without limitation, any real estate tax revenue.

DATE: FEBRUARY 3, 2008

THE SHOPS AT LINCOLN PLACE, LLC,
an Illinois limited liability company

James Liakatas
James Liakatas, Member

Helen Liakatas
Helen Liakatas, Member

Address for Notices:

The Shops at Lincoln Place, LLC
1216 Hickory Trail
Addison, IL 60101

Consent


The Village hereby approves the foregoing Assumption made by SLPLLC and agrees further that, from and after the date of this Consent, the Village will treat SLPLLC as an additional “Developer” for purposes of Section V.A. of the RDA (as defined hereinbelow) and will look to SLPLLC and its successor and assigns in the first instance to comply with the foregoing Tax Covenants; provided, however, that NLLLC shall remain liable therefor in the event SLPLLC or its successors and assigns fail or refuse to do so. For these purposes, the term “RDA” means that certain “Redevelopment

Agreement For The Lilac Square Development Comprising A Part Of The Downtown T.I.F. District Of The Village Of Lombard, DuPage County, Illinois" dated March 6, 2003 (as amended by a First Amendment dated June 19, 2003 and a Second Amendment dated April 19, 2007) to the extent of Developer's obligations respecting The Shops. Except to the extent provided in this Consent, nothing in this Consent shall be interpreted by inference or otherwise, to waive any of the Village's rights under the RDA nor shall it be interpreted to waive any statutory or common law rights, privileges and/or immunities of the Village.

DATE: February 7, 2008

VILLAGE OF LOMBARD, DuPage County, Illinois, an Illinois Municipal Corporation,

[SEAL]

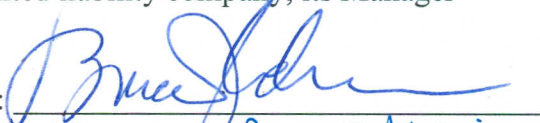
By: 
William J. Mueller
Village President

ATTEST:


Brigitte O'Brien
Village Clerk

ACCEPTED by Norwood-Lombard LLC this 6th day of February, 2008.

NORWOOD-LOMBARD LLC
By: Norwood Construction, Inc., an Illinois limited liability company, its Manager

By: 
Name: Bruce J. Adrain
Title: Pres.

ACCEPTED by Beta Properties, LLC this 6th day of February, 2008.

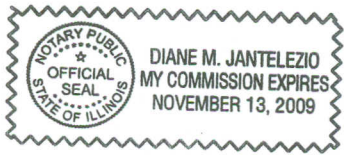
BETA PROPERTIES, LLC

By: [Signature]
D. Michael Miller, Trustee of Beta Trust,
Sole Member

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and state aforesaid DO HEREBY CERTIFY that the above-named William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk of the VILLAGE OF LOMBARD, Illinois, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the said instrument, pursuant to authority given by said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth, and that said Village Clerk as custodian of the corporate seal of said Village caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 7th day of February 2008.



[Signature]
Notary Public

If not included with the impression of my official notarial seal above, my commission expires on: 11-13-09

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for the County and state aforesaid DO HEREBY CERTIFY that James Liakatas and Helen Liakatas, each a Member of THE SHOPS AT LINCOLN PLACE, LLC, an Illinois limited liability company, each personally known to me to be such Member, and also known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as such Members of such Company, appeared before me this day in person and severally acknowledged that as such Members of such Company they signed and delivered the said instrument, pursuant to authority given by said Company, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 3rd day of Feb, 2008.



[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and state aforesaid DO HEREBY CERTIFY that Bruce J. Adreani, as President of Norwood Construction, Inc., as Manager of NORWOOD-LOMBARD LLC, an Illinois limited liability company, personally known to me to be such President of such corporation as such Manager, and also known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as such President of such corporation as such Manager, appeared before me this day in person and acknowledged that as such President of such corporation as such Manager he/she signed and delivered the said instrument, pursuant to authority given by said corporation and Company, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 6th day of February, 2008.

[Signature]
Notary Public

If not included with the impression of my official notarial seal above, my commission expires on: per seal



STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and state aforesaid DO HEREBY CERTIFY that D. Michael Miller, not personally but solely as trustee of Beta Trust as sole Member of BETA PROPERTIES, LLC, an Illinois limited liability company, personally known to me to be such trustee of such sole Member of such Company, and also known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as such trustee of such sole Member of such Company, appeared before me this day in person and acknowledged that as such trustee of such sole Member of such Company he/she signed and delivered the said instrument, pursuant to authority given by said Company, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 6th day of February, 2008.

[Signature]
Notary Public

If not included with the impression of my official notarial seal above, my commission expires on: per seal

