

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

X Resolution or Ordinance (Blue) X Waiver of First Requested
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE : July 7, 2021 **(BOT) Date:** July 15, 2021

SUBJECT: 101-109 S. Main Street: Assignment of the Redevelopment Agreement – HP Lilac Station LLC

SUBMITTED BY: William J. Heniff, AICP, Director of Community Development *WJH*

BACKGROUND/POLICY IMPLICATIONS:

HP Lilac Station LLC requesting approval of an Assignment for their development project lender, per the provisions of the previously approved Redevelopment Agreement by the Village.

Please place this Ordinance on the July 15, 2021, Board of Trustees agenda with a waiver of first reading.

Fiscal Impact/Funding Source:

Review (as necessary):

Finance Director _____ Date _____
Village Manager _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the agenda distribution.

MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development 

MEETING DATE: July 15, 2021

RE: **101-109 S. Main Street: Assignment of the Redevelopment Agreement
– HP Lilac Station LLC**

In 2019 and 2020, the Village Board approved a Redevelopment Agreement (RDA) and three companion amendments to the RDA, all associated with the sale and redevelopment of the 101-109 S. Main Street properties by Holladay Property Services Midwest, LLC. In August, 2020 and to effectuate the property closing and development activities, Holladay Properties has established a separate LLC (HP Lilac Station, LLC) for the project.

Section XX (R) of the RDA provides for project assignments to other entities and sets forth the provisions for doing so. In this case, HP Lilac Station, LLC has made a formal request to the Village for a further assignment for their project lender First Midwest Bank.

Attached is an Ordinance prepared by Village Counsel for Village Board consideration along with the draft Assignment of Redevelopment Agreement and an Affirmation of Collateral Assignment.

RECOMMENDATION

Staff is placing this item on the July 15, 2021 Village Board Meeting Agenda for consideration and approval of an Ordinance approving an Assignment of the Redevelopment Agreement associated with the Holladay North and South Developments for the property at 101-109 S. Main Street.

Staff requests a Waiver of First Reading of the Ordinance.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AN ASSIGNMENT
OF THE REDEVELOPMENT AGREEMENT
FOR THE HOLLADAY NORTH DEVELOPMENT
AND THE HOLLADAY SOUTH DEVELOPMENT
COMPRISING A PART OF THE DOWNTOWN TIF DISTRICT
OF THE VILLAGE OF LOMBARD, ILLINOIS**

BE IT ORDAINED, by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: The President and Board of Trustees of the Village of Lombard (hereinafter referred to as the "Village") find as follows:

- A. The Village is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended, to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act, and is authorized under the provisions of the Illinois Municipal Code, including, but not limited to, 65 ILCS 5/8-1-2.5, to appropriate and expend funds for economic development purposes that are deemed necessary or desirable for the promotion of economic development within the Village.
- D. Pursuant to Ordinance Nos. 3121, 3122 and 3123, adopted February 2, 1989, as amended by Ordinance No. 5145, adopted June 6, 2002, Ordinance No. 5981, adopted January 18, 2007, Ordinance No. 6648, adopted September 15, 2011, and Ordinance No. 7240, adopted June 16, 2016, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's Downtown Tax Increment

Financing District (the "TIF District"); said TIF District being legally described and depicted as set forth in Exhibit 1 and Exhibit 2 attached hereto and made part hereof.

- E. Pursuant to Ordinance No. 7648, adopted April 18, 2019, the Village approved a "Redevelopment Agreement for the Holladay North Development and the Holladay South Development Comprising a Part of the Downtown TIF District of the Village of Lombard, Illinois," dated April 24, 2019, (the "Redevelopment Agreement") with Holladay Property Services Midwest, Inc., a Delaware corporation licensed to do business in Illinois (the "Developer"), with said Redevelopment Agreement relating to the property legally described on Exhibit 3 attached hereto and made part hereof.
- F. Pursuant to Ordinance No. 7777, adopted February 6, 2020, the Village approved a "First Amendment to the Redevelopment Agreement for the Holladay North Development and the Holladay South Development Comprising a Part of the Downtown TIF District of the Village of Lombard, Illinois," dated February 6, 2020, (the "First Amendment") with the Developer, with said First Amendment relating to the property legally described on Exhibit 3 attached hereto and made part hereof.
- G. Pursuant to Ordinance No. 7808, adopted April 16, 2020, the Village approved a "Second Amendment to the Redevelopment Agreement for the Holladay North Development and the Holladay South Development Comprising a Part of the Downtown TIF District of the Village of Lombard, Illinois," dated April 16, 2020, (the "Second Amendment") with the Developer, with said Second Amendment relating to the property legally described on Exhibit 3 attached hereto and made part hereof.
- H. Pursuant to Ordinance No. 7812, adopted May 21, 2020, the Village approved a "Third Amendment to the Redevelopment Agreement for the Holladay North Development and the Holladay South Development Comprising a Part of the Downtown TIF District of the Village of Lombard, Illinois," dated May 21, 2020, (the "Third Amendment") with the Developer, with said Third Amendment relating to the property legally described on Exhibit 3 attached hereto and made part hereof (the Redevelopment Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, being hereinafter referred to as the "Amended Redevelopment Agreement").
- I. Pursuant to Section XX.R. of the Amended Redevelopment Agreement, the Village may, in its sole and absolute discretion, consent in writing to the assignment of the Developer's rights, duties and obligations under the Amended Redevelopment Agreement.

- J. The Developer has requested that the Village consent to an assignment of the Developer's rights under the Amended Redevelopment Agreement to the TIF Incentive and Sales Tax Rebate, subject to the terms and conditions of the Assignment of Redevelopment Agreement (the "Assignment") attached hereto as Exhibit 4 and made a part hereof, and the Affirmation of Collateral Assignment (the "Affirmation") attached hereto as Exhibit 5 and made a part hereof, as collateral related the Developer's financing for the project subject to the Amended Redevelopment Agreement.
- K. That it is in the best interests of the Village to consent to the Assignment pursuant to the Affirmation.

SECTION 2: Based upon the foregoing, the Assignment and the Affirmation are hereby approved, and the Village President and Village Clerk of the Village are hereby authorized and directed to execute and deliver said Affirmation, as well as such other instruments as may be necessary or convenient to carry out the terms of the Affirmation.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

Passed on first reading this _____ day of _____, 2021.

First reading waived by action of the Board of Trustees this 15th day of July, 2021.

Passed on second reading this 15th day of July, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 15th day of July, 2021.

Keith Giagnorio, Village President

ATTEST:

Elizabeth Brezinski, Village Clerk

Published by me in pamphlet form this __ day of July, 2021.

Elizabeth Brezinski,, Village Clerk

Exhibit 1

Redevelopment Project Area for the Lombard Downtown TIF District

Legal Description

LOTS 1 AND 2 OF THE RESUBDIVISION OF LOT 6 OF BLOCK 27 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3 AND 4 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, THE NORTH 25 FT. OF LOT 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 AND 21 IN CAVERNO'S SUBDIVISION, LOT 1 IN LOMBARD BIBLE CHURCH CONSOLIDATION PLAT, LOTS 1, 2, 3, 4 AND 5 IN OWNER'S SUBDIVISION IN BLOCK 18 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 11 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 8, 9, 10, 11 AND 12 IN J.B. HULL'S SUBDIVISION OF PART OF BLOCK 11 AND PART OF OUTLOT 4 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 7, 8, 9, 12, 13, 14, 15, 16, 17 AND 18 OF GROVE PARK SUBDIVISION, LOTS 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28 IN GROVE PARK SUBDIVISION, LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN GROVE PARK SUBDIVISION FIRST ADDITION, LOTS 11 AND 12 IN W.H. MAPLE'S SUBDIVISION, LOTS 3, 4, 5, 6, 7, 8, 9, 10 AND 11 IN BLOCK 10 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2 AND 3, IN THE SUBDIVISION OF OUTLOT 10 IN THE ORIGINAL TOWN OF LOMBARD, LOT 1 OF THE BELFAST CONSOLIDATION PLAT, LOTS 1, 2, 4 AND 5 OF BLOCK 19 IN THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, OF J.B. HULL'S SUBDIVISION OF LOT 3 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOT 43 EXCEPTING THE NORTH 20 FEET THEREOF IN ORCHARD SUBDIVISION, LOTS 1 AND 2 OF TIMKE'S RESUBDIVISION, ALL OF PARK MANOR CONDOMINIUM, INCLUDING ALL CHICAGO & NORTHWESTERN RAILROAD RIGHT-OF-WAY AND ALL PUBLIC RIGHTS-OF-WAY ADJACENT TO THE ABOVE-DESCRIBED PROPERTY ALL BEING IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF BLOCK 22 OF THE ORIGINAL TOWN OF LOMBARD DESCRIBED BY BEGINNING AT A POINT ON THE EAST LINE OF MAIN STREET, 499.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK 22 AND RUNNING THENCE EASTERLY TO A POINT ON THE CENTER LINE OF SAID BLOCK 22 THAT IS 386.6 FEET TO THE SOUTHERLY LINE OF SAID PARKSIDE AVENUE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID PARKSIDE AVENUE TO THE EAST LINE OF MAIN STREET; THENCE SOUTH ON THE EAST LINE OF MAIN STREET, 291.85 FEET TO THE PLACE OF BEGINNING, LOTS 1, 2 AND 3 IN JAMES' SUBDIVISION OF PART OF BLOCK 22 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 28, 29, 30 AND 31 OF PART OF BLOCK 22 IN N. MATSON & OTHERS RESUBDIVISION, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13 IN BLOCK 17 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 IN BLOCK 16 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, THE EAST ½ OF LOT 3, LOTS 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 12 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14 AND 15 IN BLOCK 18 OF H.O. STONE & COMPANY'S ADDITION TO LOMBARD, LOMBARD TOWER CONDOMINIUMS, CHARLOTTE-GARFIELD CONDOMINIUMS, INCLUDING ALL CHICAGO & NORTHWESTERN RAILROAD RIGHT-OF-WAY AND ALL PUBLIC RIGHTS-OF-WAY ADJACENT TO THE ABOVE-DESCRIBED PROPERTY ALL BEING IN THE NORTHWEST

QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.

(Legal Description as revised to take into account consolidations, resubdivisions, and deletions of property, since the formation of the TIF District in 1989)

LOTS 1 AND 2 OF THE RESUBDIVISION OF LOT 6 OF BLOCK 27 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3 AND 4 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, THE NORTH 25 FEET OF LOTS 4, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 IN CAVERNO'S SUBDIVISION, LOT 1 IN LOMBARD BIBLE CHURCH CONSOLIDATION PLAT, LOT 1 IN THE VILLAGE OF LOMBARD MAPLE STREET PLAT OF CONSOLIDATION, LOTS 1, 2, 3, 4 AND 5 IN OWNER'S SUBDIVISION IN BLOCK 18 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 11 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 3, 4, 5, 6, 7 AND 11 IN BLOCK 10 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN GROVE PARK SUBDIVISION 1ST ADDITION, LOTS 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28 IN GROVE PARK SUBDIVISION, LOTS 1 AND 2 IN TIMKE'S RESUBDIVISION, LOTS 1, 2, 3, 4 AND 5 IN GROVE STREET ASSESSMENT PLAT, LOT 1 OF THE BELFAST CONSOLIDATION PLAT, LOT 43 EXCEPTING THE NORTH 20 FEET THEREOF IN ORCHARD SUBDIVISION, ALL OF THE LINCOLN TERRACE CONDOMINIUM, LOTS 1, 2 AND 3 IN THE SUBDIVISION OF OUTLOT 10 IN BLOCK 19 IN THE ORIGINAL TOWN OF LOMBARD, LOTS 4 AND 5 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 5, 6 AND 7 OF J.B. HULL'S SUBDIVISION OF LOT 3 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1 AND 2 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2 AND 3 IN ZITTS RESUBDIVISION, LOT 2 IN PARK VIEW POINTE RESIDENTIAL CONDOMINIUM, ALL OF PARK VIEW POINTE COMMERCIAL CONDOMINIUM, LOT 1 IN PARK VIEW POINTE RESUBDIVISION, LOTS 8, 9, 10 AND 11 IN J.B. HULL'S SUBDIVISION PART OF BLOCK 11 AND PART OF OUTLOT 4 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 10 AND 11 IN PARK MANOR CONDOMINIUM, ALL CHICAGO & NORTHWESTERN RAILROAD RIGHT-OF-WAY AND ALL PUBLIC RIGHTS-OF-WAY ADJACENT TO THE ABOVE-DESCRIBED PROPERTY ALL BEING IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF BLOCK 22 OF THE ORIGINAL TOWN OF LOMBARD DESCRIBED BY BEGINNING AT A POINT ON THE EAST LINE OF MAIN STREET, 499.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK 22 AND RUNNING THENCE EASTERLY TO A POINT ON THE CENTER LINE OF SAID BLOCK 22 THAT IS 386.6 FEET TO THE SOUTHERLY LINE OF SAID PARKSIDE AVENUE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID PARKSIDE AVENUE TO THE EAST LINE OF MAIN STREET; THENCE SOUTH ON THE EAST LINE OF MAIN STREET, 291.85 FEET TO THE PLACE OF BEGINNING, LOTS 1, 2 AND 3 IN JAMES' SUBDIVISION OF PART OF BLOCK 22 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 28, 29, 30 AND 31 OF PART OF BLOCK 22 IN N. MATSON & OTHERS RESUBDIVISION, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13 IN BLOCK 17 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 14 IN BLOCK 16 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 12 OF THE ORIGINAL TOWN OF LOMBARD, REGENCY GROVE CONDOMINIUMS, LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14 AND 15 IN BLOCK 18 OF H.O. STONE & COMPANY'S ADDITION TO LOMBARD, LOMBARD TOWER CONDOMINIUMS, CHARLOTTE-GARFIELD CONDOMINIUMS, INCLUDING ALL CHICAGO &

NORTHWESTERN RAILROAD RIGHT-OF-WAY AND ALL PUBLIC RIGHTS-OF-WAY ADJACENT TO THE ABOVE-DESCRIBED PROPERTY ALL BEING IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS.

EXCLUDING:

PARCEL 1:

UNIT NO. 227, IN PARK AVENUE CONDOMINIUM NO. 1, AS DELINEATED ON THE SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN FIRST ADDITION TO GROVE PARK SUBDIVISION, ALSO CERTAIN LOTS OR PARTS THEREOF IN ORIGINAL TOWN OF LOMBARD, ALSO CERTAIN LOTS OR PARTS THEREOF IN W.H. MAPLES SUBDIVISION, AND CERTAIN VACATED STREETS ADJACENT THERETO, IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JUNE 16, 2003 AS DOCUMENT R2003-225259, IN DUPAGE COUNTY, ILLINOIS, TOGETHER WITH AN UNDIVIDED 0.526% INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS SET FORTH IN SAID DECLARATION, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NOS. 165 AND 166, A LIMITED COMMON ELEMENT AS DEPICTED IN THE DECLARATION OF CONDOMINIUM RECORDED JUNE 16, 2003 AS DOCUMENT R2003-225259.

P.I.N.: 06-07-228-057.

Common Address: 150 W. St. Charles Road, Unit 227, Lombard, Illinois 60148.

PARCEL 3:

THAT PART OF LOT 1 IN LINCOLN PLACE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 1, 2003 AS DOCUMENT NUMBER R2003-452349, AND CORRECTED BY AFFIDAVIT AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 5, 2004 AS DOCUMENT NUMBER R2004-284508, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 73 DEGREES 15 MINUTES 34 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 165.60 FEET; THENCE SOUTH 16 DEGREES 45 MINUTES 55 SECONDS EAST 24.83 FEET TO A POINT ON A CONCRETE BLOCK WALL; THENCE SOUTHWESTERLY ALONG SAID CONCRETE BLOCK WALL THE FOLLOWING EIGHT COURSES, SOUTH 73 DEGREES 18 MINUTES 28 SECONDS WEST 12.92 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 0.99 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 37.70 FEET; THENCE NORTH 16 DEGREES 38 MINUTES 16 SECONDS WEST 2.00 FEET; THENCE SOUTH 73 DEGREES 17 MINUTES 28 SECONDS WEST 46.39 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 1.94 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 59.54 FEET; THENCE SOUTH 16 DEGREES 25 MINUTES 52

SECONDS EAST 7.30 FEET; THENCE SOUTH 73 DEGREES 34 MINUTES 08 SECONDS WEST 1.06 FEET; THENCE SOUTH 28 DEGREES 18 MINUTES 13 SECONDS WEST 1.64 FEET; THENCE SOUTH 73 DEGREES 13 MINUTES 00 SECONDS WEST 6.77 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 16 DEGREES 47 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE 34.01 FEET TO THE POINT OF BEGINNING;

ALSO THAT PART DESCRIBED AS FOLLOWS ("RETAIL TRASH ROOM"):

THAT PART OF SAID LOT 1; COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 16 DEGREES 45 MINUTES 55 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 46.96 FEET; THENCE SOUTH 73 DEGREES 14 MINUTES 05 SECONDS WEST 11.76 FEET TO THE INSIDE CORNER OF A CONCRETE BLOCK WALL, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 16 DEGREES 48 MINUTES 46 SECONDS EAST ALONG SAID WALL 7.77 FEET; THENCE SOUTH 73 DEGREES 48 MINUTES 28 SECONDS WEST ALONG SAID WALL 11.08 FEET; THENCE NORTH 16 DEGREES 58 MINUTES 03 SECONDS WEST ALONG SAID WALL 7.65 FEET; THENCE NORTH 73 DEGREES 11 MINUTES 14 SECONDS EAST ALONG SAID WALL 11.10 FEET TO THE POINT OF BEGINNING;

ALSO THAT PART DESCRIBED AS FOLLOWS ("RETAIL PARKING"):

THAT PART OF SAID LOT 1; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 16 DEGREES 47 MINUTES 00 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 12.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16 DEGREES 47 MINUTES 00 SECONDS WEST CONTINUING ALONG SAID WESTERLY LINE 82.00 FEET; THENCE NORTH 73 DEGREES 18 MINUTES 13 SECONDS EAST 13.69 FEET; THENCE SOUTH 16 DEGREES 41 MINUTES 47 SECONDS EAST 82.00 FEET; THENCE SOUTH 73 DEGREES 18 MINUTES 13 SECONDS WEST 13.57 FEET TO THE POINT OF BEGINNING;

EXCEPT ("CONDO TURRET EXCLUSION"):

THAT PART OF SAID LOT 1 LYING ABOVE THE BOTTOM VERTICAL PLANE OF ELEVATION 724.00 FEET (BASED ON THE VILLAGE OF LOMBARD MONUMENT 1-002, ELEVATION 691.53); DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 73 DEGREES 15 MINUTES 34 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 165.60 FEET; THENCE SOUTH 16 DEGREES 45 MINUTES 55 SECONDS EAST 24.83 FEET TO A POINT ON A CONCRETE BLOCK WALL; THENCE SOUTHWESTERLY ALONG SAID CONCRETE BLOCK WALL THE FOLLOWING EIGHT COURSES, SOUTH 73 DEGREES 18 MINUTES 28 SECONDS WEST 12.92 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 0.99 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 37.70 FEET; THENCE NORTH 16 DEGREES 38 MINUTES 16 SECONDS WEST 2.00 FEET; THENCE SOUTH 73 DEGREES 17 MINUTES 28 SECONDS WEST 46.39 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 1.94 FEET; THENCE SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 37.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 73 DEGREES 21 MINUTES 44 SECONDS WEST 21.85 FEET; THENCE SOUTH 16 DEGREES 25 MINUTES 52 SECONDS EAST 7.30 FEET; THENCE SOUTH 73 DEGREES 34

MINUTES 08 SECONDS WEST 1.06 FEET; THENCE SOUTH 28 DEGREES 18 MINUTES 13 SECONDS WEST 1.64 FEET; THENCE NORTH 62 DEGREES 16 MINUTES 07 SECONDS WEST 4.58 FEET; THENCE NORTH 16 DEGREES 54 MINUTES 39 SECONDS WEST 11.41 FEET; THENCE NORTH 28 DEGREES 41 MINUTES 28 SECONDS EAST 11.33 FEET; THENCE NORTH 72 DEGREES 49 MINUTES 49 SECONDS EAST 11.31 FEET; THENCE SOUTH 61 DEGREES 52 MINUTES 37 SECONDS EAST 11.35 FEET; THENCE SOUTH 16 DEGREES 38 MINUTES 16 SECONDS EAST 6.23 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-07-209-025.

Common Address: 141 West St. Charles Road, Lombard, Illinois 60148.

Exhibit 2

**Depiction of the
Lombard Downtown TIF District**

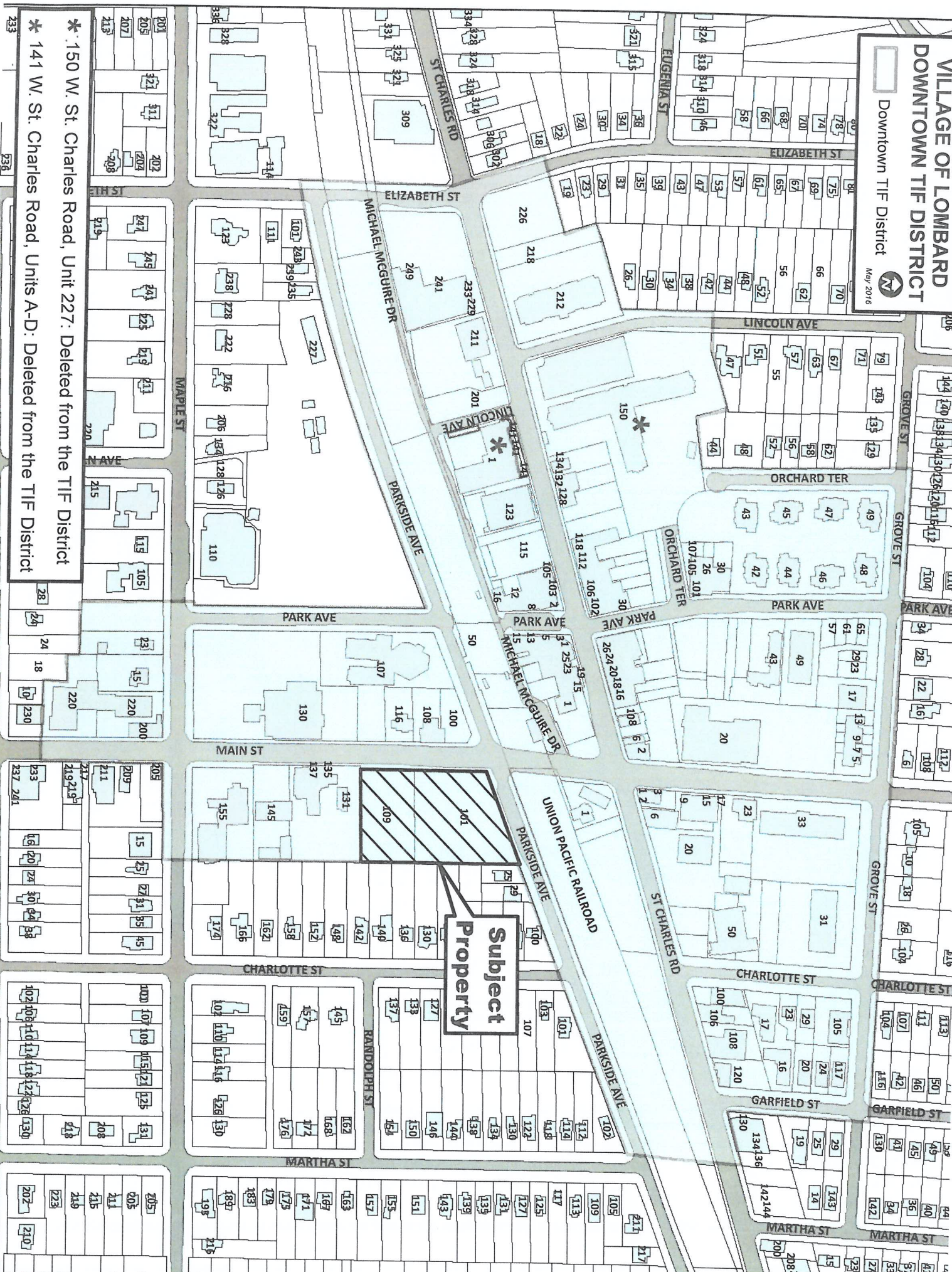
(see attached)

**VILLAGE OF LOMBARD
DOWNTOWN TIF DISTRICT**

Downtown TIF District



May 2016



**Subject
Property**

- * 150 W. St. Charles Road, Unit 227: Deleted from the TIF District
- * 141 W. St. Charles Road, Units A-D: Deleted from the TIF District

Exhibit 3

**Legal Description of the
Property Covered by the Amended Redevelopment Agreement**

NORTH PARCEL:

LOT 1 (EXCEPT THEREFROM THE WEST 10 FEET DEDICATED FOR MAIN STREET BY PLAT OF DEDICATION ATTACHED TO ORDINANCE RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-005718) IN BIG IDEA PRODUCTIONS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 22 IN THE TOWN OF LOMBARD IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1999 AS DOCUMENT R99-090133, IN DU PAGE COUNTY, ILLINOIS.

P.I.N.: 06-08-111-035.

Common Address: 101 South Main Street, Lombard, Illinois 60148.

SOUTH PARCEL:

LOT 1 (EXCEPT THEREFROM THE WEST 10 FEET DEDICATED FOR MAIN STREET BY PLAT OF DEDICATION ATTACHED TO ORDINANCE RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-005718) IN BRUST'S RESUBDIVISION, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1999 AS DOCUMENT R99-010668, IN DU PAGE COUNTY, ILLINOIS.

P.I.N.: 06-08-111-036.

Common Address: 109 South Main Street, Lombard, Illinois 60148.

Exhibit 4

**Assignment of Redevelopment Agreement
(attached)**

This instrument was prepared by and,
after recording, return to:

Allen C. Balk
Meltzer, Purtil & Stelle LLC
300 South Wacker Drive, Suite 2300
Chicago, Illinois 60606

Permanent Tax Index No.:
See Exhibit A attached hereto

Property Address:
See Exhibit A attached hereto

This space reserved for Recorder's use only

ASSIGNMENT OF REDEVELOPMENT AGREEMENT

101 S. MAIN STREET

THIS ASSIGNMENT OF REDEVELOPMENT AGREEMENT (“Assignment”), is made and delivered as of this 3rd day of June, 2021 by **HP LILAC STATION, LLC**, an Indiana limited liability company (“Assignor”), to and for the benefit of **FIRST MIDWEST BANK**, its successors and assigns, in its capacity as administrative agent (“Assignee”) and for the benefit of Lenders under the Loan Agreement (as said terms are hereinafter defined).

RECITALS:

A. Pursuant to the terms and conditions of that certain Loan Agreement of even date herewith (as amended, restated or replaced from time to time, “Loan Agreement”) among Assignor, Assignee, First Midwest Bank (in its individual capacity as a Lender, “FMB”) and those certain other financial institutions that are, or may become from time to time, parties thereto (collectively, with FMB and their respective successors and assigns, “Lenders”), Lenders have extended to Assignor a loan in the principal amount of Twenty Four Million and No/100 Dollars (\$24,000,000.00) (“Loan”). All terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

B. The Loan is evidenced by those certain Promissory Notes in the aggregate principal amount of the Loan (as amended, restated or replaced from time to time, collectively, “Note”) made by Assignor and made payable to the order of and delivered to Lenders. The Note is governed and secured by the Loan Agreement, the Mortgage and the other Loan Documents.

C. Assignor is a party to that certain Redevelopment Agreement for the Holladay North Development and the Holladay South Development comprising a part of the Downtown TIF District of the Village of Lombard, Illinois dated April 30, 2019 as amended by that certain First Amendment dated February 6, 2020, that certain Second Amendment dated April 16, 2020, and that certain Third Amendment dated May 21, 2020 and as assigned by Holladay Property Services Midwest, Inc. to Assignor pursuant to that certain Assignment and Assumption of Redevelopment Agreement dated August 12, 2020 (as amended and as subsequently amended

from time to time after the date hereof, the "Redevelopment Agreement"), with the Village of Lombard, Illinois, an Illinois non-home rule municipal corporation (the "Village") wherein, among other things, the Village, pursuant to the Redevelopment Agreement, will (i) convey the Property to Assignor, or its designee (the "Conveyance") pursuant to the Real Estate Sale Contract (as defined in the Redevelopment Agreement), (ii) provide reimbursement to Assignor of TIF Eligible Redevelopment Costs (as defined in the Redevelopment Agreement) in relation to the North Building Project (as defined in the Redevelopment Agreement) in an amount not to exceed Five Hundred Twenty Five Thousand and No/100 Dollars (\$525,000.00), minus the final dollar amount of the Village Public Improvements Cost (as defined in the Redevelopment Agreement) ("TIF Incentive"), and (iii) provide reimbursement to Assignor of the Sales Tax Rebate (as defined in the Redevelopment Agreement) in relation to the South Building Project as defined in the Redevelopment Agree) in an amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) ("Sales Tax Incentive"). The Conveyance, the TIF Incentive, and the Sales Tax Incentive are referred to herein, collectively, as the "Incentive".

D. As one of the conditions to make the Loan, Lenders and Assignee are requiring the execution and delivery of this Assignment by Assignor.

ACCORDINGLY, in consideration of the making of the Loan and as an inducement to Assignee to do so, and for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, Assignor and Assignee agree as follows:

1. **Creation of Security Interest**. Assignor hereby assigns, transfers and sets over to Assignee all of its rights, but not its obligations, under the Redevelopment Agreement, including all of its rights to receive payments pursuant to the Redevelopment Agreement, and specifically Assignor's rights to the Incentive (all of the foregoing being collectively referred to herein as the "Collateral"). To the extent necessary, this Assignment is intended to be a security agreement as defined in the Illinois Uniform Commercial Code and Assignor authorizes and consents to Assignee filing a financing statement describing this Collateral.

2. **Assignor's Liabilities**. This Assignment is made and given for the prompt payment when due of any and all obligations of Assignor to Assignee relating to the Loan or the Loan Documents, including without limitation, the Indebtedness (all of the foregoing are hereinafter collectively referred to as the "Liabilities"). Upon full payment by Assignor of all Liabilities, this Assignment and the lien or charge created hereby or resulting herefrom shall automatically cease to exist.

3. **Representations and Covenants of Assignor**. Assignor represents, warrants and covenants to Assignee that:

(a) Subject only to receipt of consent from the Village, Assignor represents and warrants that it has the full right and title to assign and pledge the Collateral, there are no outstanding claims, assignments or pledges thereof, and there are no existing defaults under the documents constituting part of the Collateral. Assignor shall not sell, transfer, assign, pledge, encumber or mortgage all or any portion of the Collateral or any interest therein without the prior written consent of Assignee, which consent shall not be unreasonably withheld, delayed or conditioned, or willfully take any action that

materially impairs the value of any of the Collateral or the security intended to be afforded by this Assignment. Assignor shall not amend, modify or terminate any of the documents or instruments constituting part of the Collateral without the prior written consent of Assignee.

(b) Assignor hereby agrees to protect, defend, indemnify and hold Assignee and its officers, directors, employees, shareholders, parent companies, affiliated and related companies, personal representatives, heirs, participants, successors and assigns harmless from and against all loss, liability, claims, actions, proceedings, suits, fees, decrees, liens, judgments, fines, penalties, causes of action, injuries, obligations, damages, costs and expenses (including reasonable attorney's fees and expenses) court costs and costs of appeal arising out of or related to any claim under or with respect to the any of the Collateral.

(c) Assignor acknowledges and agrees that while this Assignment is in full force and effect, Assignor will not amend the Redevelopment Agreement without Assignee's and the Village's prior written consent. Assignor hereby certifies that the Redevelopment Agreement is in full force and effect and that neither Assignor nor the Village is in default of any term, provision or condition of the Redevelopment Agreement. Within five (5) days of receiving any default notice from the Village, Assignor shall provide a copy of such notice to Assignee.

(d) Assignor acknowledges and agrees that at any time during the existence of an Event of Default (as hereinafter defined), Village is hereby authorized, and Assignee shall be entitled to receive all payments from the Village made under the Redevelopment Agreement, and further, that Assignee, at its discretion, may apply said payments, in any order of priority, to the repayment of all outstanding obligations and indebtedness of Assignor with respect to the Loan. Assignor shall, simultaneously with submitting claims for certified TIF Eligible Redevelopment Costs, provide copies of such claim and subsequent Village approval of same to Assignee.

(e) Assignor shall reimburse Assignee for all reasonable and out-of-pocket costs, expenses and fees, including court costs and reasonable attorneys' fees, incurred for any commercially reasonable action taken by Assignee to remedy an Event of Default under this Assignment, including without limitation, reasonable and out-of-pocket expenses incurred pursuant to clauses (c) and (d) of Section 6 below, together with interest on all said amounts at the Default Rate from and after the date Assignor is given written notice of such expenses until paid.

(f) Assignor will punctually and promptly perform its respective covenants, agreements and conditions required to be performed under this Assignment.

(g) Assignor represents and warrants that it is the sole owner of all right, title and interest of the owner under all of the documents, instruments and agreements constituting the Collateral, and agrees that so long as any of the Liabilities remain unpaid, Assignor shall remain liable for all costs, fees and expenses which may be or become due and payable under the Collateral.

(h) Assignor agrees to take efforts consistent with prudent commercial standards to enforce performance by the other party to each agreement or contract constituting the Collateral of each and every material obligation, covenant, condition and agreement to be performed by such other party.

(i) Assignor has not performed any act which might prevent Assignor from performing its obligations hereunder or which might prevent Assignee from enforcing its rights pursuant to the terms and provisions hereof. Further, Assignor acknowledges and agrees that while this Assignment is in full force and effect, Assignor will not assign its rights under the Redevelopment Agreement, including any rights to receive reimbursement of TIF Eligible Redevelopment Costs hereunder, without Assignee's and the Village's prior written consent (except, with respect to the Village's consent only, to the extent expressly permitted by the Redevelopment Agreement).

(j) Assignor hereby irrevocably authorizes Assignee at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto without the signature of Assignor that (a) indicate the Collateral (i) is comprised of all assets of Assignor or words of similar effect, regardless of whether any particular asset comprising a part of the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or (ii) as being of an equal or lesser scope or within greater detail as the grant of the security interest set forth herein, and (b) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Assignor is an organization, the type of organization and any Organizational Identification Number issued to Assignor. Assignor shall sign and execute alone or with Assignee any other document or procure any documents and pay any connected reasonable and out-of-pocket costs, expenses and fees, including court costs and reasonable attorneys' fees, necessary to protect the security interest under this Assignment against the rights, interests or claims of third parties.

(k) Until the Liabilities are paid in full, Assignor agrees promptly, upon written request from Assignee, to deliver to Assignee true, complete and correct copies of each material agreement or contract comprising the Collateral.

(l) Assignor agrees to cooperate with and assist Assignee in perfecting its security interest hereunder, including, without limitation, causing the Village and any other necessary parties to affirm this Assignment and to execute an Affirmation of Collateral Assignment substantially in the form attached hereto as **Exhibit B** on or prior to the date of the Initial Advance. Assignor hereby authorizes the Village to make any payments to Assignee in accordance with Assignee's written notice and agrees that the Village is released and discharged of all liability of the Village to Assignor for any such payments made to Assignee in compliance with Assignee's written notice.

4. **Limitation of Assignee's Liability.** Notwithstanding anything to the contrary contained in any of the Collateral, the interest of Assignor therein is assigned and transferred to

Assignee by way of collateral security only, Assignee by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the Collateral, whether provided for by the terms thereof, arising by operation of law or otherwise. Assignor hereby acknowledges that Assignor shall remain liable for the due performance of Assignor's obligations under the agreements, instruments and documents constituting the Collateral to the same extent as though this Assignment had not been made. It is expressly intended, understood and agreed that this Assignment is made and entered into for the sole protection and benefit of Assignee and Assignor, and their respective successors and assigns (but in the case of assigns of Assignor, only to the extent consented to by Assignee), and no other person or persons shall have any right of action hereunder. No party other than Assignor shall under any circumstances be entitled to any equitable lien on the undisbursed proceeds of the Loan at any time. The relationship between Assignee and Assignor is solely that of an assignee and assignor, and nothing contained herein shall in any manner be construed as making the parties hereto partners or joint venturers or creating any other relationship other than assignee and assignor.

5. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions contained herein that is not cured within the applicable grace or cure period, if any, set forth in the Loan Agreement, or (b) any Event of Default described in the Loan Agreement or any of the other Loan Documents. An Event of Default under this Assignment shall constitute an Event of Default under the other Loan Documents.

6. **Remedies.** At any time during the existence of any Event of Default hereunder, Assignee shall without any demand of, but with written notice to Assignor: (a) be entitled to declare all indebtedness secured hereby and by the Collateral and all other documents and instruments evidencing or securing the Note to be immediately due and payable; (b) exercise any and all rights and remedies provided hereunder or under the other Loan Documents, as well as all remedies available at law and in equity; (c) cure any default in such manner and to such extent as Assignee may deem reasonably necessary to protect the security hereof, including without limitation, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor under any of the documents, instruments and agreements constituting the Collateral, and in connection therewith, to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees and expenses; and/or (d) either in person or by agent, with or without bringing any action or proceedings, or by a receiver to be appointed by a court at any time hereafter, enforce any of the documents, instruments or agreements constituting the Collateral for its own benefit.

7. **Waiver and Indemnity.** Assignor hereby agrees that no liability shall be asserted or enforced by Assignor against Assignee in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Assignor, unless due to the gross negligence or willful act of Assignee, its agents or employees. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all liability, reasonable and out-of-pocket expense, reasonable and out-of-pocket cost or damage which

Assignee may incur by reason of act or omission of Assignor under any of the documents, instruments, or agreements constituting the Collateral.

8. **Notices.** Any notice, request, demand, statement, authorization, approval, consent or acceptance made hereunder shall be in writing and shall be (a) hand delivered, or (b) sent by overnight delivery via a reputable overnight courier service, and shall be deemed given (i) upon delivery, if delivered in person, or (ii) one (1) Business Day after being deposited with a reputable overnight courier service for overnight delivery, in each case addressed as follows:

To Assignee: First Midwest Bank
8750 West Bryn Mawr, Suite 1300
Chicago, Illinois 60631
Attention: Robert E. Gallagher III

With a copy to: Meltzer, Purtill & Stelle LLC
300 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attention: Allen C. Balk

To Assignor: HP Lilac Station, LLC
3454 Douglas Road, Suite 250
South Bend, Indiana 46635
Attention: Timothy E. Healy

With a copy to: Liston & Tsantilis
33 N. LaSalle St., 28th FL
Chicago, IL 60602
Attention: Michael Yip

9. **Miscellaneous.** This Assignment and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and permitted assigns. This Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the substantive laws of the State of Illinois. All provisions of this Assignment shall be deemed valid and enforceable to the extent permitted by law. Any provision or provisions of this Assignment which are held unenforceable, invalid or contrary to law by a court of competent jurisdiction, shall be of no force or effect, and in such event each and all of the remaining provisions of this Assignment shall subsist and remain and be fully effective according to the terms of this Assignment as though such invalid, unenforceable or unlawful provision or provisions had not been included in this Assignment. Time is of the essence of this Assignment. The headings of paragraphs in this Assignment are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

[Signatures on the following page]

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Redevelopment Agreement as of the day and year first above written.

ASSIGNOR:

HP LILAC STATION, LLC, an Indiana limited liability company

By: Holladay Manager, LLC, an Indiana limited liability company

Its: Manager

By: _____
Name: Timothy E. Healy
Its: Manager

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Timothy E. Healy, the Manager of Holladay Manager, LLC, the Manager of HP LILAC STATION, LLC, an Indiana limited liability company ("Assignor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of such Assignor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this ___ day of _____, 2021.

Notary Public

(SEAL)

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 (EXCEPT THEREFROM THE WEST 10 FEET DEDICATED FOR MAIN STREET BY PLAT OF DEDICATION ATTACHED TO ORDINANCE RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-005718) IN BIG IDEA PRODUCTIONS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 22 IN THE TOWN OF LOMBARD IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1999 AS DOCUMENT R99-090133, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 (EXCEPT THEREFROM THE WEST 10 FEET DEDICATED FOR MAIN STREET BY PLAT OF DEDICATION ATTACHED TO ORDINANCE RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-005718) IN BRUST'S RESUBDIVISION, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 1999 AS DOCUMENT R99-010668, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 101-109 S. MAIN STREET, LOMBARD, ILLINOIS 60148

PIN NOS.: 06-08-111-035; 06-08-111-036

Exhibit 5

**Affirmation of Collateral Assignment
(attached)**

AFFIRMATION OF COLLATERAL ASSIGNMENT

101 S. MAIN STREET

WHEREAS, HP LILAC STATION, LLC, an Indiana limited liability company (“Developer”), is a party to that certain Redevelopment Agreement for the Holladay North Development and the Holladay South Development comprising a part of the Downtown TIF District of the Village of Lombard, Illinois dated April 30, 2019 as amended by that certain First Amendment dated February 6, 2020, that certain Second Amendment dated April 16, 2020, and that certain Third Amendment dated May 21, 2020 and as assigned by Holladay Property Services Midwest, Inc. to Assignor pursuant to that certain Assignment and Assumption of Redevelopment Agreement dated August 12, 2020 (as amended and as subsequently amended from time to time after the date hereof, the “Redevelopment Agreement”), with the Village of Lombard, Illinois, an Illinois non-home rule municipal corporation (the “Village”); and

WHEREAS, the Village, pursuant to and only as required by the Redevelopment Agreement, will (i) convey the Property to Developer, or its designee (the “Conveyance”) pursuant to the Real Estate Sale Contract (as defined in the Redevelopment Agreement), (ii) provide reimbursement to Developer of TIF Eligible Redevelopment Costs (as defined in the Redevelopment Agreement) in relation to the North Building Project (as defined in the Redevelopment Agreement) in an amount not to exceed Five Hundred Twenty Five Thousand and No/100 Dollars (\$525,000.00) (“TIF Incentive”), and (iii) provide reimbursement to Developer of the Sales Tax Rebate (as defined in the Redevelopment Agreement) in relation to the South Building Project as defined in the Redevelopment Agree) in an amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) (“Sales Tax Incentive”) . The Conveyance, the TIF Incentive, and the Sales Tax Incentive are referred to herein, collectively, as the “Incentive”; and

WHEREAS, the TIF Incentive is under the exclusive control of the Village, and Developer’s right to reimbursement is subject to Developer satisfying and meeting all of the terms and conditions of the Redevelopment Agreement including, without limitation, the terms and conditions of Sections VII.B. and VII.C. of the Redevelopment Agreement; and

WHEREAS, the Sales Tax Incentive is under the exclusive control of the Village, and Developer’s right to reimbursement is subject to Developer satisfying and meeting all of the terms and conditions of the Redevelopment Agreement including, without limitation, the terms and conditions of Section VII.D. of the Redevelopment Agreement; and

WHEREAS, pursuant to the terms and conditions of that certain Loan Agreement dated June 3, 2021 (as amended, restated or replaced from time to time, “Loan Agreement”) among Developer, First Midwest Bank, its successors and assigns, in its capacity as administrative agent (“Agent”), First Midwest Bank (in its individual capacity as a Lender, “FMB”) and those certain other financial institutions that are, or may become from time to time, parties thereto (collectively, with FMB and their respective successors and assigns, “Lenders”), Lenders have extended to Developer a loan in the principal amount of Twenty Four Million and No/100 Dollars (\$24,000,000.00) (“Loan”), in furtherance of the redevelopment of the Property; and

WHEREAS, to secure the Loan, Developer has encumbered the Property by entering into that certain Mortgage and Security Agreement dated June 3, 2021, to and in favor of Agent and for the benefit of Lenders (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") to be recorded in the Official Records of the County of DuPage, State of Illinois; and

WHEREAS, Developer has also collaterally assigned its right to receive reimbursements under the Redevelopment Agreement to Agent for the benefit of Lenders pursuant to the Assignment of Redevelopment Agreement of even date herewith (the "Collateral Assignment"); and

WHEREAS, Lenders require as a condition of making the Loan to Developer that the Village consent to Developer's assignment to Agent of its rights to receive the Incentive under the terms of the Redevelopment Agreement; and

NOW THEREFORE, in recognition of the foregoing, the Village hereby acknowledges and consents to the grant of the security interest to Agent of Developer's rights to receive the Incentive pursuant to the Redevelopment Agreement and affirms the aforescribed Assignment of Developer's rights under the Redevelopment Agreement to Agent.

1. Copies of all notices to Developer under the terms of the Redevelopment Agreement shall be sent to Agent, including without limitation, reimbursement amount, default and termination notices, with all such notices to be delivered in the same manner prescribed for in the Redevelopment Agreement at the following address of Agent by the party sending said notice:

First Midwest Bank
8750 West Bryn Mawr, Suite 1300
Chicago, Illinois 60631
Attention: Robert E. Gallagher III
Email: robert.gallagher@firstmidwest.com

2. Village represents and agrees that: (a) the Redevelopment Agreement is in full force and effect, (b) the Village has conveyed the Property (as defined in the Redevelopment Agreement) to Developer, (c) that the conditions set forth in Section VI.A. have been satisfied by Developer to the extent required as of the date hereof; and (d) the Village's rights under Section VI. B shall at all times remain, subject and subordinate to the Mortgage, the lien and security interest imposed by the Mortgage and the right to enforce such lien or security interest, and all advances made under or secured by the Loan. As of the date hereof, no payments have been made in connection with the TIF Incentive or the Sales Tax Rebate. To the Village's actual knowledge, Developer has performed all of its obligations under the Redevelopment Agreement which are required to be performed as of the date hereof. To the Village's actual knowledge, Developer is not in default in the performance or observance of any of its covenants or agreements under the Redevelopment Agreement or pursuant to any other agreement with the Village as of the date hereof and the Village is not aware of any current defenses, setoffs, or counterclaims against or with respect to the Incentive.

3. In the event that Agent certifies in writing to Village that (i) an Event of Default has occurred under the Mortgage or any of the other Loan Documents (ii) as a result, Agent is entitled to receive the Incentive, and also (iii) demands that Village pay the Incentive in accordance with the terms of Redevelopment Agreement directly to Agent, then Village shall make all such payments directly to Agent pursuant to such certification and notwithstanding any contrary instructions of or demands from Developer.

4. In the event of a default by Developer under the Redevelopment Agreement, Village agrees (a) to accept the cure by Agent of any monetary default by Developer under the Redevelopment Agreement within ten (10) days after the later of (i) delivery of notice of such default to Agent pursuant to this Affirmation of Collateral Assignment and (ii) the expiration of the cure periods afforded to Developer in the Redevelopment Agreement and (b) to accept the cure by Agent of any non-monetary default by Developer under the Redevelopment Agreement within thirty (30) days after the later of (i) delivery of notice of such default to Agent pursuant to this Affirmation of Collateral Assignment and (ii) the expiration of the cure periods afforded to Developer in the Redevelopment Agreement, but acknowledges that Agent shall be under no obligation to cure any such monetary or non-monetary default. No commencement of any performance by Agent of any obligation of Developer required under the Redevelopment Agreement shall obligate Agent to continue or complete such performance or to otherwise perform any of Developer's obligations under the Redevelopment Agreement.

5. Notwithstanding any provision of the Redevelopment Agreement regarding restrictions on assignment or third-party beneficiary rights, the Village agrees that Developer's collateral assignment of the Redevelopment Agreement to Agent, along with this Affirmation of Collateral Assignment, shall be binding and inure to the benefit of Agent subject to the conditions in the Collateral Assignment and this Affirmation of Collateral Assignment.

IN WITNESS WHEREOF, this Affirmation of Collateral Assignment is executed this
____ day of _____, 2021.

VILLAGE OF LOMBARD,
an Illinois non-home rule municipal corporation

By: _____
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 (EXCEPT THEREFROM THE WEST 10 FEET DEDICATED FOR MAIN STREET BY PLAT OF DEDICATION ATTACHED TO ORDINANCE RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-005718) IN BIG IDEA PRODUCTIONS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 22 IN THE TOWN OF LOMBARD IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1999 AS DOCUMENT R99-090133, IN DUPAGE COUNTY, ILLINOIS.

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ADDRESS: 101-109 S. MAIN STREET, LOMBARD, ILLINOIS 60148

PIN NOS.: 06-08-111-035; 06-08-111-036