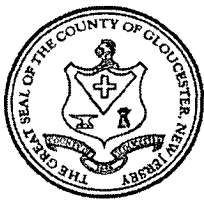


Gloucester County Recording Data Page Honorable James N. Hogan Gloucester County Clerk 	Official Use Only – Barcode *60 2025 00011039*  Docket: 00011039 Type:AGR Pages:7 James N. Hogan, Gloucester County Clerk Receipt#:1226172 12:48:35P Apr 10,2025 Recording Fee: 90.00 DB 7159 34
Official Use Only – Record & Return	Official Use Only – Realty Transfer Fee
Date of Document: March 31, 2025	Type of Document: <i>Agreement</i>
First Party Name: <i>Windup, LLC</i>	Second Party Name: <i>RFLF4, LLC</i>
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block:	Lot:
Municipality:	
Consideration:	
Mailing Address of Grantee:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book:	Original Page:

WHEN RECORDED, RETURN TO:

RFLF 4, LLC
222 West Adams Street, Suite 3150
Chicago, Illinois 60606

Loan No. 17534
Property ID No.: LOT 7 IN BLOCK 203

ASSIGNMENT OF PERMITS AND AGREEMENTS

Borrower: WIND UP LLC, a New Jersey limited liability company ("Borrower")
Lender: RFLF 4, LLC, a Delaware limited liability company
Property: 132 Red Bank Avenue, Woodbury, New Jersey 08096 and legally described on Exhibit "A" attached hereto, and incorporated by this reference (the "Property")

AGREEMENT

THIS ASSIGNMENT OF PERMITS AND AGREEMENTS (THE "ASSIGNMENT") IS DATED March 31, 2025, and is given by **WIND UP LLC, a New Jersey limited liability company** ("Assignor") whose address is 1092 LOCKSLEY CT, WEST DEPTFORD, New Jersey 08096; for the benefit of the RFLF 4, LLC, a Delaware limited liability company ("Lender") whose address is 222 West Adams Street, Suite 3150, Chicago, Illinois 60606.

1. **LOAN.** Borrower has requested Lender to lend the principal amount of **One Hundred Ninety-One Thousand One Hundred Seventy-Two and 00/100 Dollars (\$191,172.00)** (the "Loan"), and has entered into a Construction Loan and Security Agreement, Security Instrument, Note, and other loan documents regarding the Property (collectively, the "Loan Documents"), each of even date herewith.
2. **ASSIGNMENT.** For good and valuable consideration, the receipt of which is hereby acknowledged, and as a principal inducement to Lender to make the Loan and with the understanding and specific intent that Lender materially rely on this Assignment in doing so, Assignor hereby grants, transfers, and assigns to Lender all of Assignor's right, title, and interest in all (a) recorded and unrecorded present and future permits applications, registrations, submittals, or approvals made, applied for or obtained by Assignor (and any successors, affiliates, consultants, contractors, or agents of Assignor) pertaining to any potential development, redevelopment, improvement, or use of the Property, as itemized in Exhibit "B" hereto (collectively, the "Permits"), (b) recorded and unrecorded agreements, bids, or contracts of any kind pertaining to the development or redevelopment of the Property, or the improvement or construction thereof (collectively, the "Agreements"), and (c) cash, deposits, accounts, fees, proceeds, revenues, profits and other rights or benefits derived therefrom or related in any way to the Property, the Permits,, or the Agreements.

3. **ASSIGNOR'S REPRESENTATIONS AND COVENANTS; LENDER'S RIGHTS.** Assignor warrants that (a) there has been no prior (and will be no future) assignment, encumbrance, or other conveyance of the Permits, or the Agreements, (b) all of the Permits, and the Agreements are valid and enforceable in accordance with their terms, (c) to Assignor's knowledge, no party is in default under any of the Permits, or the Agreements, (d) all covenants, conditions, and agreements have been performed as required in the Agreements, except those not due to be performed until after the date of this Assignment, (e) Assignor has provided copies of all Permits and Agreements affecting the Property to Lender (including those listed on Exhibit "B" hereto), and (f) Assignor shall not execute a pledge, assignment, conveyance, encumbrance or other similar instrument of the Permits, and/or Agreements other than in favor of Lender. Assignor shall not alter or amend any of the Permits, or Agreements without the prior written consent of Lender. Unless and until an Event of Default shall occur under the Loan or under any of the Loan Documents, Lender shall not exercise any of Assignor's rights under the Permits, and Agreements; provided however, that from and after the time of any Event of Default, Lender immediately shall become entitled, but shall not be obligated, to exercise any rights of Assignor under the Permits, or the Agreements. All default provisions and termination or enforcement rights of Lender set forth in the Loan Documents are hereby incorporated in this Assignment, and Lender may declare a default under this Assignment and take any action authorized by law or hereunder when any Event of Default occurs. Lender shall not be liable for any defaults by Assignor in the performance of Assignor's duties under the Permits, and Agreements, and Assignor hereby agrees to indemnify, hold harmless, and defend Lender against any and all obligations, claims, damages, liability, obligations, expenses and loss, including attorney fees, arising out of or connected in any with any such defaults.
4. **LIMITATIONS.** The foregoing irrevocable assignment shall not cause Lender to be: (a) a mortgagee in possession or an applicant; (b) responsible or liable for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Permits, or the Agreements; or (c) responsible or liable for any waste committed on the Property by any parties; for any dangerous or defective condition of the Property; or for any negligence in the management, upkeep, repair or control of the Property. Lender shall not be liable to Assignor or any other person as a consequence of: (i) the exercise or failure to exercise by Lender any of the rights, remedies or powers granted to Lender hereunder; or (ii) the failure of Lender to perform or discharge any obligation, duty or liability of Assignor arising under the Permits,, or the Agreements.
5. **Governing Law; Consent to Jurisdiction and Venue.** The Loan secured by this Assignment is made by Lender and accepted by Borrower in the State of Illinois except that at all times the provisions for the creation, perfection, priority, enforcement and foreclosure of the liens and security interests created in the Collateral under the Loan Documents shall be governed by and construed according to the laws of the state in which the Collateral is situated. To the fullest extent permitted by the law of the state in which the Collateral is situated, the law of the State of Illinois shall govern the validity and enforceability of all Loan Documents, and the debt or obligations arising hereunder (but the foregoing shall not be construed to limit Lender's rights with respect to such security interest created in the state in which the Collateral is situated). The parties agree that jurisdiction and venue for any dispute, claim or controversy arising, other than with respect to perfection and enforcement of Lender's rights against the Collateral, shall be Cook County, Illinois,

or the applicable federal district court that covers said County, and Borrower submits to personal jurisdiction in that forum for any and all purposes. Borrower waives any right Borrower may have to assert the doctrine of forum non conveniens or to object to such venue.

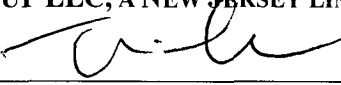
6. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Loan Documents executed of even date herewith.
7. **Loan Agreement.** This Assignment is subject to the provisions of the Loan Agreement, which is incorporated herein.

ASSIGNOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF PERMITS AND AGREEMENTS AND HEREBY VOLUNTARILY AGREES TO ALL OF ITS TERMS.

[SIGNATURES FOLLOW]

ASSIGNOR:

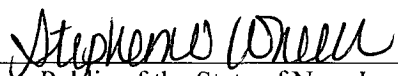
WIND UP LLC, A NEW JERSEY LIMITED LIABILITY COMPANY

By: 
TIMOTHY S LYNCH, Manager

STATE OF NEW JERSEY:

COUNTY OF Gloucester:

I CERTIFY that on March 31, 2020 as Timothy Lynch personally came before me and acknowledged under oath, to my satisfaction, that he was the maker of the attached instrument; was authorized to and did execute this instrument as the manager of Wind Up LLC, the entity named in this instrument; and executed this instrument as the act of the entity named in this instrument.


Notary Public of the State of New Jersey

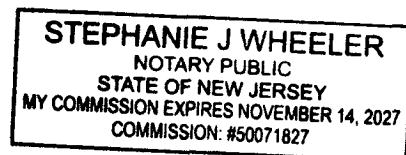


**Exhibit "A" to
Assignment of Permits and Agreements**

Legal Description

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in West Deptford Township, County of Gloucester, State of NJ :

BEGINNING at a point located at the intersection formed by the northerly sideline of Red Bank Avenue (50.00 feet wide) and the easterly sideline of Crammer Avenue (50.00 feet wide), and runs

(1) Along the easterly sideline of said Crammer Avenue, North 35 degrees 00 minutes 00 seconds East, a distance of 165.29 feet to a corner formed by the easterly sideline of said Crammer Avenue and a 16.50 feet wide Alley; thence

(2) Along the sideline of said Alley, South 55 degrees 00 minutes 00 seconds East, a distance of 100.00 feet to a point in said sideline and corner to Lot 6, Block 203; thence

(3) Along the line of Lot 6, South 35 degrees 00 minutes 00 seconds West, a distance of 165.29 feet to a point corner to Lot 6 and in the northerly sideline of said Red Bank Avenue, thence

(4) Along the northerly sideline of Red Bank Avenue, North 55 degrees 00 minutes 00 seconds West, a distance of 100.00 feet to the point and place of Beginning.

Note: Being Lot(s) 7, Block 203, Tax Map of the West Deptford Township, County of Gloucester.

Note: Lot and Block shown for informational purposes only

**Exhibit "B" to
Assignment of Permits and Agreements**

List of Permits and Agreements Pertaining to the Property

1. Any and all permits and agreements which affect the Property including any contracts, licenses, and permits.