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THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Patrick G. Moran, Esq. Dentons US LLP 233 South Wacker Drive Suite 5900 Chicago, IL 60606



Doc#: 1527444059 Fee: \$46.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds Date: 10/01/2015 03:49 PM Pg: 1 of 5

ABOVE SPACE RESERVED FOR COUNTY

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (this "Agreement") is made as of the 29th day of September, 2015, by and among WANXIANG INTERNATIONAL INVESTMENT CORPORATION, a Carman Islands corporation, having an office at c/o Wanxiang America Real Estate Group, LLC, 88 Arrort Road, Elgin, Illinois 60123, Attention: Lawrence J. Krueger ("Mortgagee") and C.H. ROBINSON WORLDWIDE, INC., a Delaware corporation ("Tenant").

RECITALS:

- A. Tenant and 1511 W. Webster, LLC ("Landlord") entered into a Lease Agreement dated as of September 29th, 2015 (the "Lease") for the space ("Premises") described in the Lease and located at the property ("Property") described in Exhibit A attached hereto;
- B. Mortgagee is the holder of that cortain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing for the benefit of Mortgagee, recorded on August 25, 2015 in the Office of the Recorder of Cook County as document number 1523729004 (the "Mortgage") which encumbers the Property; and
 - C. Landlord and Tenant have requested Mortgagee enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as set forth below.

- 1. <u>Non-Disturbance</u>. Mortgagee agrees that, in the event of a foreclosure of the Mortgage, or the exercise by Mortgagee of Mortgagee's rights pursuant to the Mortgage, or in the event Mortgagee comes into possession or acquires title to the Property as a result of a foreclosure or threat thereof, a deed in lieu of foreclosure, or as a result of any other means, such action shall not, so long as: (a) Tenant is not in default under the Lease beyond any applicable grace period stated in the Lease and (b) the Lease is in full force and effect, terminate the Lease nor disturb Tenant's possession of the Premises nor shall Tenant be named or joined in any foreclosure or other proceeding to enforce Mortgagee's rights pursuant to the Mortgage unless such joinder is required by law in order to prosecute such foreclosure action or other proceeding.
- 2. <u>Modifications</u>. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

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- 2. <u>Modifications</u>. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.
- 3. <u>Governing Law.</u> This Agreement shall be governed by and construed under the laws of the State of Illinois.
- 4. <u>Further Assurances</u>. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on part of either party hereto. However, each of Tenant and Mortgagee agrees to execute and deliver to Mortgagee or Tenant, as applicable, such other instruments as Mortgagee or Tenant, as applicable, shall reasonably request in order to effectuate such agreement.
- 5. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the perties hereto, their respective successors and assigns. This Agreement, and all obligations of Tenant hereunder, shall terminate upon the release and satisfaction of the Mortgage.
- 6. <u>Counterparts</u>. This Agreement may be signed in two or more counterparts, each of which will be deemed an original but all of which together shall constitute and be construed as one in the same instrument.
- 7. <u>Severability</u>. If any provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, but each provis on hereof shall be valid and enforceable to the fullest extent permitted by law.
- 8. <u>Section Headings</u>. The section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.
 - 9. <u>Effectiveness</u>. This Agreement shall be effective only if it is signed by all parties.
- 10. <u>Trade Fixtures</u>. The Mortgage shall not cover or encurber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements, or Tenant's trade fixtures (which shall be deemed to be property used in connection with Tenant's trade or business and not intended to be part of Landlord's building), furniture, equipment or other personal property at any time placed or installed on the Property.

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IN WITNESS WHEREOF, the parties hereto have executed this Non-Disturbance Agreement as of the month, day and year first written above.

TENANT:

C.H. ROBINSON WORLI	DWIDE, INC., a
Delaware corporation	

14800 Charlson Road, Suite 1900

Eden Prairie, MN 55347 Attention: Brian Hennen

Droperty Or Colling 'm STATE OF Munerota COUNTY OF Henry

On this 28 day of September, 2015, before me appeared andrew C. Clarke to me personally known, who, being by me duly sworn, did say that s/he is the CFO C.H. ROBINSON WORLDWIDE, INC., and that said instrument was signed on behalf of said corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my critical seal the day and year first above written.



Jane Notary Public, State of My Commission Expires:

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MORTGAGEE:

WANXIANG AMERICA REAL ESTATE GROUP, LLC, an Illinois limited liability company

Name: Lawrence J. Krueger Title: Managing Director

WANXIANG INTERNATIONAL INVESTMENT CORPORATION, a Cayman Islands corporation

Name: Lawrence J. Krueger Title: Authorized Representative

STATE OF ILLINOIS

COUNTY OF WOOL

Door Coot Collins On this item day of September, 2015, before me appeared Lawrence J. Krueger to me personally known, who, being by me duly sworn, did say that he is both the Managing Director of Wanxiang America Real Estate Group LLC and an Authorized Representative of Wanxiang International Investment Corporation, and that said instrument was signed on behalf of said limited liability company and said corporation by their authority, and said person acknowledged said instrument to be the free act and deed of said limited liability company and said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

OFFICIAL SEAL

Page Barre Name:

Notary Public, State of

My Commission Expires:__

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EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOTS 1 TO 8, INCLUSIVE AND THE NORTH 1/2 OF LOT 9 IN SUB-BLOCK 6 IN DOMINICK'S SUBDIVISION OF LOTS 1, 2, AND 3 IN BLOCK 14 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT TRACT OF LAND, LYING WEST OF AND ADJOINING LOTS 1 TO 6, INCLUSIVE, AFORESAID AND LYING EAST OF THE EXISTING DOCK LINE OF EASTERLY BANK OF THE NORTH BRANCH OF THE CHICAGO RIVER, (EXCEPTING FROM THE ABOVE DESCRIBED PREMISES, THAT PART THEREOF LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF WEBSTER AVENUE AT A POINT 240.1 FEET WEST FROM THE SOUTHWEST CORNER OF THE INTERSECTION OF WEBSTER AVENUE AND DOMINICK STREET; THENCE SOUTHEASTERLY TO A POINT OF THE SOUTH LINE OF LOT 2 EXTENDED WEST, 264.1 FEET WEST OF THE WEST LINE OF DOMINICK STREET AS MEASURED ON THE SOUTH LINE OF SAID LOT 2), ALL IN COOK COUNTY, ILLINOIS.

Property Address: 1503-1521 Webster, Chicago, Illinois 50614

PINS: 14-32-120-003-0000; 14-32-120-006-0000; and 14-32-120-007-0000