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Doc# 1921106164 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/30/2019 04:18 PM PG: 1 OF 16

Property of Cook County Clerk's Office

SUBORDINATION, NON-DISTURBANCE,  
AND ATTORNMENT AGREEMENTS Y  
P 16  
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After recording, return to:

**PSL AUSTIN LENDING LLC**  
 100 Congress Avenue  
 Suite 1550  
 Austin, Texas 78701  
 512-496-0647

**SUBORDINATION, NON-DISTURBANCE,  
 AND ATTORNMENMENT AGREEMENT**

This Subordination, Non-Disturbance, and Attornment Agreement (this "Agreement"), dated to be effective as of July 24, 2019 (the "Effective Date"), is entered into by and among **FQSR, LLC**, a Delaware limited liability company ("Tenant"), **24 MOUNT PROSPECT, LLLP**, a Delaware limited liability limited partnership ("Landlord"), and **PSL AUSTIN LENDING LLC**, a Texas limited liability company ("Lender") (each, a "Party" and, collectively, the "Parties").

RECITALS:

R-1. Pursuant to that certain Lease dated January 28, 1989 (as from time to time renewed, extended, amended, or supplemented, the "Lease"), Landlord leased and rented to Tenant certain premises (the "Premises") with respect to certain real property located in Cook County, Illinois, as more particularly described in Exhibit A (the "Property"). The term "Landlord" as used herein means the present landlord under the Lease or, if such landlord's interest is transferred in any manner, the successors and assigns of such landlord under the Lease at the time in question.

R-2. Lender has agreed to make a loan to Landlord, to be evidenced by a promissory note (as from time to time renewed, extended, amended, or supplemented, the "Note") and secured by, among other things, a deed of trust covering the Property (as from time to time renewed, extended, amended, or supplemented, the "Security Instrument") collaterally assigning the Lease and the rents thereunder, and Lender is unwilling to make such a loan (the "Loan") without Tenant's subordination of its interests under the Lease to the Security Instrument.

R-3. Tenant has agreed to such subordination upon the terms and conditions set forth herein; further, Tenant has agreed to make certain warranties and representations to Lender as set forth herein.

R-4. Tenant, Landlord, and Lender hereby desire to establish certain rights, safeguards, obligations, and priorities with respect to their respective interests by means of this Agreement.

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## AGREEMENT:

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement to the same extent as if set forth herein in full.

2. Subordination. The Lease and the rights of Tenant thereunder and with respect to the Premises are and shall be subject, subordinate, and inferior to the lien of the Security Instrument and to all of the terms, conditions, and provisions thereof and under any of the other instruments, agreements, and documents evidencing, securing, or otherwise executed in connection with the Loan (collectively, the "Loan Documents"), to all advances made or to be made thereunder, to all sums from time to time secured thereby, and to any renewal, substitution, extension, modification, refinance, or replacement thereof, including any increase in the indebtedness secured thereby or any supplements thereto. Notwithstanding anything in this Agreement or in the Security Instrument to the contrary, the parties agree that the proceeds of any insurance recovery or condemnation awards shall be used for the purposes as set forth in the Lease and nothing in this Agreement or the Security Agreement, or any other loan documents between the Lender and the Landlord, shall be deemed to affect the obligations of Landlord under the Lease, including without limitation, Landlord's obligations under the Lease with respect to the use of insurance proceeds from a casualty or condemnation award (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Premises.

3. Non-Disturbance. So long as the Lease is in full force and effect and Tenant shall not be in default under any provision of the Lease or this Agreement, and there shall not have occurred any event which with the giving of notice or the lapse of time, or both, would constitute a default under any provision of the Lease entitling Landlord to terminate the Lease or Tenant's right to possession of the Premises, or which would cause, without further action by Landlord, the termination of the Lease or would entitle Landlord to dispossess the Tenant thereunder:

(a) Tenant's right to possession of the Premises shall not be terminated or disturbed by any action taken by Lender in the exercise of its rights or remedies under the Security Instrument or other Loan Documents, including a Foreclosure Event (as defined below); and

(b) the Lease shall not be terminated (except upon expiration of the term thereof or as otherwise expressly permitted under the terms of the Lease) or affected by the exercise of any right or remedy by Lender under the Security Instrument or other Loan Documents, and Lender hereby covenants that any sale by it of the Property pursuant to the exercise of any rights or remedies under the Security Instrument, the Loan Documents, or otherwise, shall be made subject to the Lease and the rights of Tenant thereunder.

4. Attornment. In the event that Lender or any other person (Lender, any other such person, and their successors and assigns being referred to herein as the "Purchaser") acquires title to the Property pursuant to the exercise of any right or remedy by Lender under the Security

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Instrument or other Loan Documents (including foreclosure) or by reason of the acceptance of a deed in lieu of foreclosure or otherwise (each, a "Foreclosure Event"), Tenant covenants and agrees to attorn to and recognize and be bound to Purchaser as its new Landlord, and subject to the provisions in Section 5 below, the Lease shall continue in full force and effect as a direct Lease between Tenant and Purchaser without the execution of any further documents; provided that, notwithstanding anything to the contrary contained herein or in the Lease, Purchaser shall not be responsible for performing any of Landlord's obligations under the Lease which Purchaser determines, in the exercise of its commercially-reasonable discretion, cannot be performed. Tenant agrees to execute and deliver at any time and from time to time, upon the request of Landlord, any holder(s) of any of the indebtedness or other obligations secured by the Security Instrument, or any Purchaser, any instrument or certificate which, in the sole and absolute discretion of the requesting party, is necessary or appropriate, in connection with any Foreclosure Event, to evidence such attornment. Tenant hereby waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect the Lease or the obligations of Tenant thereunder as a result of any Foreclosure Event.

5. Post-Foreclosure Liability. In no event shall Purchaser be:

(a) liable for any act or omission of any prior landlord (including Landlord) or for the breach of any warranties or obligations relating to the Property, unless such act, omission, or breach occurs during the period of time that Purchaser actually has title to the Property;

(b) liable for the return of any security deposit or other deposit, except to the extent actually received by Purchaser;

(c) subject to any offsets, defenses, claims, or counterclaims which Tenant might have against any prior landlord (including Landlord), except as expressly provided for in the Lease and permitted by this Section 5;

(d) bound by any payment of rent or additional rent which Tenant might have paid to any prior landlord (including Landlord) for more than the current month, unless such rent shall have actually been received by Purchaser;

(e) bound by any amendment, modification, termination, or cancellation of the Lease made without Purchaser's prior written consent, but only if such amendment, modification, termination, or cancellation made without Purchaser's prior written consent is prohibited by the terms of the Security Instrument or materially reduces the economic return under the Lease. Notwithstanding the foregoing, the following shall not be deemed amendments or modifications requiring Purchaser's prior written consent for purposes of the foregoing: (i) any communications between Landlord and Tenant of an administrative nature relating to the ordinary course of operation of the Property or Premises that do not purport to be amendments or modifications of the Lease and do not materially adversely affect the rights of Landlord or Purchaser; or (ii) any *de minimis* revisions to otherwise material provisions of the Lease;

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(f) unless otherwise required pursuant to the terms of the Lease, obligated to complete any construction work required to be done by any prior landlord (including Landlord) pursuant to the provisions of the Lease or to reimburse Tenant for any construction work done by Tenant, Tenant hereby acknowledging that Purchaser has no obligation to reimburse Tenant for any work done by Tenant (but subject to Tenant's offset rights, if any, expressly set forth in the Lease and excluding work required to be performed pursuant to Subsection 5(g) below);

(g) required to make any general repairs to the Property or Premises as a result of fire or other casualty or by reason of condemnation, unless Purchaser shall be obligated under the Lease to make such repairs, and Purchaser shall have received sufficient casualty insurance proceeds or condemnation awards to pay for the completion of such repairs;

(h) required to make any capital improvements to the Property or Premises in general or to the Premises which any prior landlord (including Landlord) may have agreed to make, but had not completed, or to perform or provide any services not related to the possession or quiet enjoyment of the Premises;

(i) liable or responsible for payment of any brokerage or other commission or compensation due with respect to the Lease or any renewal, extension, expansion, or other amendment thereof; or

(j) liable to Tenant for any actions of its successors-in-interest upon a subsequent transfer by Purchaser of its interest in the Property and Premises.

6. Notice of Default; Right to Cure; Other Tenant Notices. Tenant agrees to give prompt written notice to Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease or abate the rent payable thereunder (there being no implication that Tenant has any right to cancel the Lease or abate the rent payable thereunder), and agrees that notwithstanding any provision of the Lease to the contrary, no notice of cancellation or abatement thereof shall be effective unless Lender has received such notice or a copy of same and has failed, within 30 days after the date of receipt thereof, to cure, or if the default cannot be cured within such 30-day period, has failed to commence and to diligently proceed to cure, Landlord's default which gave rise to such right of cancellation or abatement. Tenant agrees that any other notices required by the Lease to be provided by Tenant to Landlord shall concurrently be provided to Lender. Tenant further agrees to give such notices to any successor-in-interest of Lender, provided that such successor-in-interest shall have given written notice to Tenant of its acquisition of Lender's interest in the Security Instrument and other Loan Documents and designated the address to which such notices are to be provided.

7. Acknowledgment and Agreement by Tenant. Tenant acknowledges and agrees as follows:

(a) Tenant acknowledges that Landlord will execute and deliver to Lender, in connection with the Loan, an assignment of rents and leases with respect to the Property. Tenant hereby expressly consents to such assignment and agrees that such assignment shall, in all respects, be superior to any interest Tenant has in the Lease or the Property,

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subject to the provisions of this Agreement. Tenant will not amend, alter, or waive any provision of, or consent to the amendment, alteration, or waiver of, any provision of the Lease without the prior written consent of Lender. Tenant shall not prepay any rents or other sums due under the Lease for more than one month in advance of the due date therefor. Tenant acknowledges that Lender will rely upon this Agreement in connection with the Loan;

(b) Lender, in making any disbursements to Landlord, is under no obligation or duty to oversee or direct the application of the proceeds of such disbursements, and such proceeds may be used by Landlord for purposes other than the improvement of the Property;

(c) Tenant agrees that it will not, without the prior written consent of Lender, do any of the following, and any such purported action without such consent shall be null and void as against Lender: (i) subordinate or permit subordination of the Lease to any lien subordinate to the Security Instrument; (ii) exercise any termination right under the Lease by paying a cancellation, surrender, or termination fee or other such payment, unless otherwise permitted pursuant to the terms of the Lease and this Agreement; or (iii) mortgage, pledge, or grant a lien on any of its rights under the Lease or its leasehold interest in the Premises, unless otherwise permitted pursuant to the terms of the Lease and this Agreement;

(d) Tenant shall provide a copy of any notice or statement under the Lease to Lender at the same time such notice or statement is provided to Landlord (if such notice or statement has a material and adverse impact on the economic terms, operative covenants, or term of the Lease);

(e) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires, any such right or option, such right or option is hereby acknowledged to be subject and subordinate in all respects to the Security Instrument and other Loan Documents;

(f) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement, and Tenant waives any requirement in the Lease to the contrary;

(g) Lender and any other Purchaser shall have no liability to Tenant or any other party for any conflict between the provisions of the Lease and the provisions of any other lease affecting the Property, including any provisions relating to exclusive or non-conforming uses or rights, renewal options, and options to expand, and, in the event of such a conflict, Tenant shall have no right to cancel the Lease or take any other remedial action against Lender or any other Purchaser, or against any other party for which Lender or any other Purchaser would be liable;

(h) Except as set forth in Subsection 5(f) above, Lender and any other Purchaser shall have no obligation and shall incur no, and shall not have any, liability with respect to



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the erection or completion of any improvements located on the Premises or for the completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease, upon any renewal or extension thereof, upon the addition of additional space (pursuant to any expansion rights contained in the Lease or otherwise), or under any other circumstances; and

(i) Lender and any other Purchaser shall have no obligation and shall incur no, and shall not have any, liability with respect to any representations or warranties of any nature whatsoever with respect to the Property or Premises, whether pursuant to the Lease or otherwise, including any representations or warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability, fitness for a particular purpose, possession, or quiet enjoyment.

8. Assignment of Leases. Tenant consents to the assignment of leases contained in the Security Instrument and in that certain Assignment of Leases and Rents to be executed by and between Landlord and Lender (the "Assignment"). Tenant agrees that after any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the Security Instrument or the Assignment, if Lender shall give written notice to Tenant that Lender has elected to require Tenant to pay to Lender the rent and other charges payable by Tenant under the Lease, Tenant shall pay rent and all other sums due under the Lease directly to Lender without notice to or the consent of Landlord and without any obligation on the part of Tenant to determine whether or not the demand is proper. Landlord agrees that Tenant shall have the right to rely on any such notice from Lender without incurring any obligation or liability to Landlord as if such notice were given at the direction of Landlord.

9. Acknowledgment and Agreement by Landlord. Landlord, as landlord under the Lease and grantor under the Security Instrument, acknowledges and agrees, for Landlord and Landlord's heirs, representatives, successors, and assigns, that: (a) this Agreement does not constitute a waiver by Lender of any of its rights under the Security Instrument or other Loan Documents or in any way releases Landlord from Landlord's obligations to comply with all terms, provisions, conditions, covenants, agreements, and clauses of the Security Instrument and other Loan Documents; (b) the terms, provisions, conditions, covenants, agreements, and clauses of the Security Instrument and other Loan Documents remain in full force and effect and must be complied with by Landlord; and (c) Tenant is hereby authorized to pay Tenant's rent and all other sums due under the Lease directly to Lender, upon receipt of written notice from Lender, as set forth in Section 8 above; and (d) further, Landlord represents and warrants to Lender that a true and complete copy of the Lease has been delivered by Landlord to Lender.

10. Estoppel Certificate. Tenant agrees to execute and deliver from time to time, upon the request of Landlord, any holder(s) of any of the indebtedness or other obligations secured by the Security Instrument, or any Purchaser, a certificate regarding the status of the Lease, consisting of statements specifying, if true (or if not true, specifying why not), (a) that the Lease is in full force and effect, (b) the date through which rentals thereunder have been paid by Tenant, (c) the date of the commencement of the term of the Lease, (d) the nature of any amendments or modifications of the Lease, (e) that, to the best of Tenant's knowledge, no default, or no event has occurred which with the giving of notice or lapse of time, or both, would constitute a default, then exists under the Lease, (f) that, to the best of Tenant's knowledge, no setoffs, recoupments,

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estoppels, claims, or counterclaims then exist against Landlord, and (g) such other matters as may be reasonably requested of Tenant by such parties.

11. Limitation of Liability. In the event Lender shall acquire title to the Property, Tenant agrees to look solely to Lender's interest in the Property and the rents, income, or proceeds derived therefrom for the recovery of any judgment against Lender, it being agreed that Lender shall have no obligation and shall not incur any liability beyond Lender's then-equity-interest (including Lender's right in and to such rents, income, or proceeds), if any, in the Property, for payment and discharge of any obligations imposed upon Lender hereunder or under the Lease or for recovery of any judgment against Lender, and in no event shall Lender or any of its affiliates, officers, directors, shareholders, partners, agents, representatives, or employees ever be personally liable for any such obligation, liability, or judgment. The foregoing shall not otherwise limit any right Tenant may have to obtain injunctive relief against Lender from and after the date Lender acquires title to the Property to the extent expressly provided as a remedy to Tenant under the terms of the Lease.

12. Mortgagee in Possession. Lender shall not, either by virtue of the Security Instrument or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender acquires title to the Premises by foreclosure, conveyance in lieu of foreclosure, or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender acquires the interest of Landlord in the Premises, as modified by the terms of this Agreement.

13. Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to be given and delivered when received, or if earlier and regardless of whether or not actually received (except where actual receipt is specified herein), upon deposit in a regularly-maintained receptacle for United States Postal Service mail, registered or certified, postage fully prepaid, return receipt requested, addressed to a Party at its address specified on its signature page hereto or at such other address as such Party may have specified theretofore by notice delivered in accordance with this section and actually received by the other Party. To the extent actual receipt is required, rejection or other refusal to accept delivery or the inability to deliver because of changed address of which no notice was provided in accordance herewith shall be deemed to be receipt of the notice, demand, request, or other communication. No notices or other communications made by electronic means between the Parties or their representatives in connection with this Agreement or any instrument executed in connection herewith shall constitute a transaction, agreement, contract, or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act, or any other statute governing electronic transactions, unless otherwise specifically agreed to in writing by the Parties.

14. No Waiver; Amendments. No delay, failure, or discontinuance of Lender in exercising any right, power, or remedy hereunder or under the Security Instrument or other Loan Documents shall affect such right, power, or remedy; nor shall any single or partial exercise of any such right, power, or remedy preclude, waive, or otherwise affect the further exercise thereof or the exercise of any other right, power, or remedy. The rights, powers, and remedies of Lender hereunder are cumulative and not exclusive. Any waiver, permit, consent, or approval of any kind



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by Lender of any breach of or default under this Agreement, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in such writing. This Agreement may be amended or modified only in writing signed by the Parties.

15. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision(s) to a specific situation, shall be held invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision(s) shall not be affected thereby.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the Parties, their respective heirs, personal representatives, successors, and permitted assigns, and any Purchaser (and such Purchaser's heirs, personal representatives, successors, and assigns); provided, however, that in the event of the assignment or transfer of the interest of Lender under this Agreement, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred; and provided, further, that the interest of Tenant under this Agreement may not be assigned or transferred without the prior written consent of Lender.

17. Governing Law. It is acknowledged and agreed that the negotiations with respect to this Agreement were undertaken in the State of Illinois. It is the intention of the Parties that this Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois (without regard to choice of laws or conflict of laws principles) and the laws of the United States applicable to transactions in the State of Illinois.

18. Agreement Governs. In the event of any conflict between the terms of this Agreement and any terms of the Lease, the terms of this Agreement shall govern.

19. Time of the Essence. Time shall be of the essence in this Agreement.

20. Attorneys' Fees and Costs. In the event of any dispute between the Parties arising out of or related to this Agreement, the prevailing Party shall be entitled to recover all of its reasonable attorneys' fees and costs, in addition to all other sums to which it may be entitled.

21. Counterparts and Electronic Transmission. This Agreement may be separately executed in any number of counterparts, each of which shall be an original, but all of which taken together shall be deemed to constitute one and the same instrument. For purposes of negotiating and finalizing this Agreement, if this document or any document executed in connection herewith is transmitted by facsimile machine, electronic mail, or other electronic transmission, such document shall be treated for all purposes, and shall be considered to have the same binding legal effect, as an original document. Additionally, the signature of any Party on this document transmitted by way of a facsimile machine, electronic mail, or other electronic transmission shall be considered for all purposes as an original signature. At the request of any Party, any faxed or electronically transmitted document shall be re-executed by each Party in an original form.

22. **WAIVER OF RIGHT TO TRIAL BY JURY. THE PARTIES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY,**

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INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY, AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH, AND FOREVER FOREGO THE RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY CONDUCT, ACT, OR OMISSION OF ANY PARTY, OR ANY OF SUCH PARTY'S DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH SUCH PARTY, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

23. ENTIRE AGREEMENT. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature(s) appear on following page(s).]

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Executed on the date(s) set forth in the acknowledgment(s) set forth below, but to be effective as of the Effective Date.

TENANT:

**FQSR, LLC**, a Delaware limited liability company

By: Alan L. Salts  
 Name: Alan Salts  
 Title: CFO

Address:

10950 Grandview Drive  
Suite 300  
Overland Park, KS 66210  
 Attn.: Alan Salts

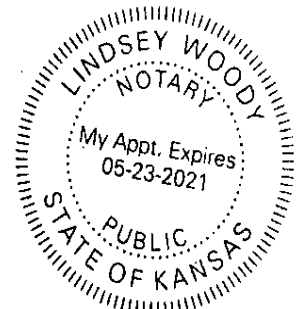
STATE OF Kansas

County of Johnson, ss

On this 18 day of July, 2019 before me, the undersigned notary public, personally appeared Alan L. Salts, as CFO of FQSR, LLC, proved to me through satisfactory identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CFO of FQSR, LLC.

Lindsey Woody  
 Notary Public  
Lindsey Woody  
 Type or Print Name of Notary

My commission expires:



**UNOFFICIAL COPY**LANDLORD:**24 MOUNT PROSPECT, LLLP**, a Delaware limited liability limited partnership

By: 24 Mount Prospect GP, LLC, a California limited liability company, General Partner

By: ACRE Investment Company, LLC, a California limited liability company, Manager

By: [Signature]  
Gabe Arechaederra, its ManagerAddress: [Signature]c/o ACRE Investment Company, LLC  
4683 Chabot Drive, Suite 220  
Pleasanton, CA 94588  
Attn: Allan Chandler

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.

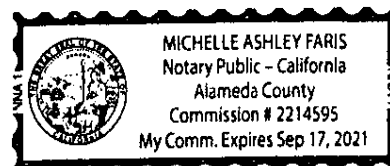
STATE OF CALIFORNIA

COUNTY OF Alameda

On July 17, 2019, before me, Michelle A. Faris,  
Notary Public, personally appeared Gabe Arechaederra,  
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]  
Signature

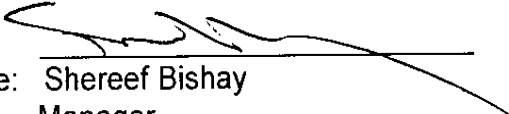


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The undersigned, LHE Mount Prospect, LLC, an Illinois limited liability company, hereby joins in the aforementioned Subordination, Non-Disturbance, and Attornment Agreement, as "Landlord" (jointly and severally with 24 Mount Prospect, LLLP) and agrees to be bound by its terms as applicable to Landlord.

**LHE MOUNT PROSPECT, LLC,**  
an Illinois limited liability company

By: LIGHTLY HELD EQUITIES, LLC,  
a California limited liability company,  
its Manager

By:   
Name: Shereef Bishay  
Title: Manager

Address:

P.O. Box 205  
Laguna, CA  
92653

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

STATE OF CALIFORNIA

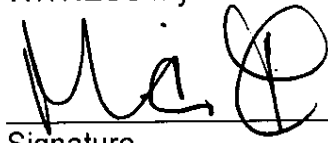
COUNTY OF Marin

On July 23, 2019, before me,  
Michelle A. Faris, Notary Public, personally appeared  
Shereef Bishay,

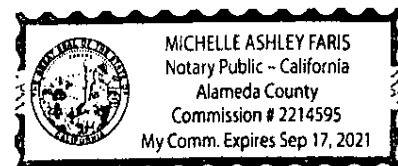
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) 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





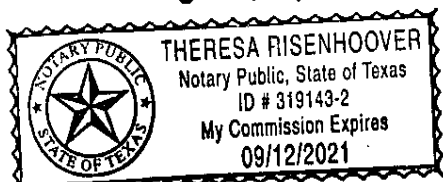
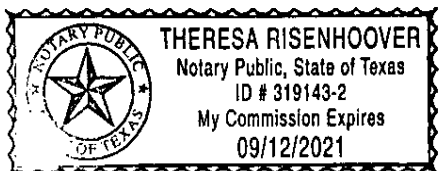
**UNOFFICIAL COPY**LENDER:PSL AUSTIN LENDING LLC,  
a Texas limited liability companyBy: [Signature]  
Joel Waxman, ManagerBy: [Signature]  
Brian Barrow, ManagerAddress: 100 Congress Avenue  
Suite 1550  
Austin, Texas 78701  
Telephone: 512-496-0647  
Email: [jwaxman@paramountfin.com](mailto:jwaxman@paramountfin.com)  
[bbarrow@paramountfin.com](mailto:bbarrow@paramountfin.com)State of Texas §  
§  
County of Travis §This instrument was acknowledged before me on the 17<sup>th</sup> day of July, 2019,  
by Joel Waxman, Manager of PSL Austin Lending LLC a Texas  
limited liability company on behalf of said company.[Signature]  
Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_State of Texas §  
§  
County of Travis §This instrument was acknowledged before me on the 17<sup>th</sup> day of July, 2019,  
by Brian Barrow, Manager of PSL Austin Lending LLC a Texas  
limited liability company on behalf of said company.[Signature]  
Notary Public in and for the State of Texas  
Printed Name: Theresa RisenhooverSchedule of Exhibits:

Exhibit A – Property

[Signature Page – Lender – KFC SNDA]

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## EXHIBIT A PROPERTY

### LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART PART OF THE SOUTH EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 12 CHAINS SOUTH OF THE NORTH EAST CORNER OF SAID SOUTH EAST QUARTER OF SAID SECTION 14; THENCE WEST 11.5 CHAINS; THENCE SOUTH 2.35 CHAINS; THENCE WEST 8.50 CHAINS TO THE WEST LINE OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER, THENCE SOUTH 5.66 CHAINS TO THE SOUTH WEST CORNER OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER THENCE EAST 20 CHAINS TO THE SOUTH EAST CORNER OF SAID SECTION 14; THENCE NORTH 8.0 CHAINS TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER, THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER 385.20 FEET; THENCE EAST 552.28 FEET TO A POINT 355.38 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 14; THENCE SOUTH 385.38 FEET TO A POINT IN THE SOUTH LINE OF SAID SECTION 14 WHICH IS 582.0 FEET EAST OF THE SOUTH WEST CORNER OF SAID SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 14 TO THE POINT OF BEGINNING AND EXCEPT THEREFROM THE EAST 210 FEET OF THE SOUTH 220 FEET OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, AFORESAID AND EXCEPT THEREFROM THAT PART OF THE EAST 50 OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, AFORESAID WHICH LINE NORTH OF THE SOUTH 220 FEET OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 14, AFORESAID, AND SOUTH OF THE NORTH LINE OF THE HEREIN ABOVE DESCRIBED TRACT OF LAND), IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

LOT 2, EXCEPT THE EAST 200.00 FEET (MEASURED PERPENDICULARLY) OF THE NORTH 145.00 FEET (MEASURED ALONG THE EAST LINE THEREOF) IN KENROY'S HUNTINGTON BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1 AND 2 OF THE LAND ARE ALSO KNOWN AS LOT 2 IN KENROY'S ELMHURST DEMPSTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DATED APRIL 19, 1973 AND RECORDED MAY 18, 1973 AS DOCUMENT 22327173, AS AMENDED BY LETTER OF CORRECTION RECORDED NOVEMBER 9, 1989 AS DOCUMENT 89536360.

#### PARCEL 3:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 33425, DATED APRIL 19, 1973 AND RECORDED MAY 22, 1973 AS DOCUMENT 22334719 AND AS AMENDED BY DOCUMENT RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492620.

#### PARCEL 4:

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PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM TRUSTEES OF SCHOOLS OF TOWNSHIP 41 NORTH, RANGE 11 EAST TO LASALLE NATIONAL BANK, TRUST NUMBER 33425 AND KENROY, INCORPORATED, DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492619.

PARCEL 5:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, TO LASALLE NATIONAL BANK, TRUST NUMBER 33425 AND KENROY, INCORPORATED, DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492621.

PARCEL 6:

EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM MOUNT PROSPECT STATE BANK, TRUST NUMBER 270 AND KENROY INCORPORATED DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492617.

PARCEL 7:

EXCLUSIVE PERPETUAL EASEMENT FOR STORM WATER SEWER LINE FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM HUNTINGTON COMMONS ASSOCIATION, NON-PROFIT CORPORATION OF ILLINOIS TO LASALLE NATIONAL BANK, TRUST NUMBER 33425 AND KENROY, INCORPORATED, A CORPORATION OF DELAWARE, DATED AUGUST 29, 1973 AND RECORDED SEPTEMBER 26, 1973 AS DOCUMENT NUMBER 22492618 AND AMENDED BY AMENDMENT RECORDED SEPTEMBER 28, 1973 AS DOCUMENT NUMBER 22495853.

Permanent Real Estate Index Number(s): 08-14-403-022-0000, 08-14-403-027-0000, 08-14-403-028-0000  
Address of real estate: 1500 Elmhurst/1470 Elmhurst, Mount Prospect, Illinois 80056