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

Chad M. Poznansky, Esq. Clark Hill PLC 130 E. Randolph Street, Suite 3900 Chicago, IL 60601

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06-25-401-054-0000; 06-25-401-055-0000; 06-25-401-056-0000; 06-25-401-057-0000;

06-25-401-058-0000; 06-25-401-059-0000; 06-25-401-061-0000; 06-25-401-063-0000;

06-25-411-037-0000; 06-25-411-038 0000; and 06-25-411-039-0000. OCH COUNTY

Property Address:

7470-7660 S. Barrington Road Hanover Park, IL 60133

1080-950 S. Barrington Road Streamwood, IL 60107

Doc# 1924013077 Fee \$133.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 08/28/2019 10:02 AM PG: 1 OF 17

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

PIDELITY NATIONAL TITLE FOATIST

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of the <u>a1st</u> day of <u>August</u>, 2019 by and among FITNESS INTERNATIONAL, LLC, a California limited liability company, formerly known as L.A. Fitness International, LLC ("Tenant"), HEARTLAND BANK AND TRUST ("Lender"), and CORE VENTURES, LLC, an Illinois limited liability company ("Landlord").

RECITALS

- Landlord owns the fee estate in and to certain real property more particularly described in Schedule A attached hereto and incorporated herein by reference (the "Land"), together with the improvements thereon (the "Improvements") (the Land and the Improvements are here nafter referred to collectively as the "Property"); Landiord's predecessor-in-interest and Tenant entered into a lease dated October 31, 2005 (the "Lease") whereby Landlord, as landlord, leased to Tenant, as tenant, certain premises more particularly described in the Lease (the "Premises") and being more commonly known by the street address 7650 North Barrington Road, Hanover Park, Illinois 60133, constituting a portion of the Property; A Memorandum of Lease was recorded January 11, 2006 as Document No. 0601132102; Lender is the owner and holder of or is the beneficiary under a certain mortgage (or deed of trust), dated _______, 20___, and recorded on _______, 20___, in Official Records Book _____ at Page ____ of the Public Records of _____ County, , (which instrument(s), together with all amendments, increases, renewals, modifications, consolidations, replacements, combinations, supplements, substitutions, and extensions thereof, now or hereafter made are hereinafter referred to collectively as the "Mortgage") constituting a first priority lien upon Landlord's estate in and to the Property; and Landlord has requested and Lender has agreed to recognize the status of D.
- Tenant in the event Lender shall acquire the Property (including the Premises) by a power of sale, by a foreclosure, by the acceptance of a deed in lieu thereof, by receivership, and I enant has agreed to attorn to Lender in any such event.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Lender hereby covenant and agree as follows:

<u>Subordination</u>. Subject to the terms and conditions of this Agreement, Tenant agrees that the Lease and all rights of Tenant under the Lease are and shall be subordinate to the lien of Lender created by the Mortgage and to any further mortgages held by Lender or any Purchaser (as hereinafter defined) which encumber the Property.

- 2. <u>Non-Disturbance</u>. Notwithstanding the subordination contained in Section 1 herein, Lender agrees with Tenant that so long as Tenant is not in material default beyond any applicable notice or cure period in the payment of rent or other sums, or in the performance of any of the terms of the Lease:
- (a) Tenant's use, possession, occupancy or enjoyment of the Premises and Tenant's rights, remedies and privileges under the Lease shall not be disturbed, diminished or interfered with by Lender or by any person or entity obtaining ownership of the Property in connection with any enforcement of the Mortgage (a "Purchaser"), whether it be Lender or any other person or entity, and whether ownership of the Property be obtained by Lender or a Purchaser at a foreclosure sale, by deed given in lieu of foreclosure or otherwise, nor shall the leasehold estate granted by the Lease be affected in any manner in any foreclosure or any action or proceeding instituted under or in connection with the Mortgage, during the term of the Lease or any extension or renewals which Tenant may exercise under the terms and provisions of the Lease; and
- (b) Tenant shall not be named in any foreclosure action nor will Lender join Tenant as a party defendancia any action or proceeding to terminate Tenant's interest, estate or rights under the Lease because or all y default under the Mortgage.

3. **Attornment.**

- (a) If the interests of Land'ord in all or any part of the Premises shall be transferred to Lender by reason of foreclosure or other proceedings brought by Lender, or by any other manner, and Lender or any Purchaser succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Lender or Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term (including any extension or renewals which Tenant may exercise under the terms and provisions of the Lease) with the same force and effect as if Lender or Purchaser were the landlord under the Lease; and Lender or Purchaser shall recognize and accept the rights of Tenant and shall thereafter assume the obligations of Landlord under the Lease in respect of the obligations under the Lease thereafter becoming ouc. Tenant hereby attorns to Lender or to any Purchaser, this attornment to be effective and self-operating without the execution of any further instruments.
- (b) Notwithstanding the foregoing, provided Tenant shall have previously received a copy of this Agreement having been signed by Lender and Landlord, Tenant shall be under no obligation to pay rent or any other sums to Lender or Purchaser or otherwise to recognize Lender or Purchaser under the Lease until Tenant receives written notice from Lender or Purchaser that either of them are entitled to receive rent pursuant to the terms of this Agreement. Landlord hereby authorizes Tenant, upon receipt of such written notice, to pay directly to Lender or Purchaser (as the case may be) all rent and other sums due (including all sums which are then past due and unpaid), and Tenant agrees to make such payments. Tenant shall be under no obligation to inquire or determine the actual existence of any default or other event claimed by Lender or Purchaser (as the case may be) and shall be entitled to rely upon such notice as presumptive evidence of the occurrence of such event. Landlord agrees that Tenant shall have the right to rely on any such notice from Lender or Purchaser without incurring any obligation or liability to

Landlord, and Tenant is hereby instructed to disregard any notice to the contrary received from Landlord or any third party. Landlord hereby releases Tenant from all claims, losses, and liabilities arising from Tenant's payment of rent or other sums to Lender or Purchaser following Tenant's receipt of written notice directing Tenant to make such payments to Lender or Purchaser. All such payments made by Tenant to Lender or Purchaser shall be credited to installments of rent otherwise payable to Landlord under the Lease. The respective rights and obligations of Tenant, as tenant, and Lender or Purchaser, as landlord, under this attornment shall be the same as now set forth in the Lease, it being the intention of Tenant and Lender to incorporate the Lease by reference in this Agreement with the same force and effect as if the Lease were set forth at length in this Agreement.

- (c) Lender hereby agrees to notify Tenant in writing of any default by Landlord under the Mortgage, regardless of whether Lender will require Tenant to pay rent or other sums due under the Lease to Lender or Purchaser (as the case may be) pursuant to Section 3(b) above.
- Tenant a written notice that Landlord is in default of Landlord's obligations under the Lease ("Tenant Default Notice"), Land'ord shall give a copy of the Tenant Default Notice to Lender no later than three (3) days after recapt thereof ("Notice Date"). Tenant shall use commercially reasonable efforts to give Lender a copy of the Tenant Default Notice concurrently with delivery of the Tenant Default Notice to Landlord; provided, however, Tenant's failure to deliver a copy of the Tenant Default Notice to Lender shall not be a Tenant default hereunder and shall not affect the terms of this Agreement. Notwithstanding anything in the Lease or this Agreement to the contrary, no exercise by Tenant of any right to terminate the Lease, reduce the rent, or to credit or offset any amounts against future rents, pursuant to adefault by Landlord under the Lease shall be effective unless and until the expiration of the Lender Cure Period (as hereinafter defined). Lender, having no obligation to do so, shall have the right to cure any Landlord default within the same cure periods available to Landlord under the Lease; provided, nowever, the applicable cure period shall not commence until the earlier of the Notice Date and, if applicable, the date Tenant gives Lender a copy of the Tenant Default Notice ("Lender Cure Period")
- 5. <u>Limitation of Liability</u>. In the event that Lenger or Purchaser obtains ownership of the Property, Tenant shall have the same remedies against Lender or Purchaser for the breach of a provision of the Lease that Tenant would have had against Landicia, and Lender or Purchaser shall be bound under the terms of the Lease, except:
- (a) Lender or Purchaser shall not be liable for any breach of the Lease by Landlord which may have occurred prior to the date of Lender's or Purchaser's acquiring ownership of the Property or succession to the Lease; provided, however: (i) any abatements and offsets against rent as expressly provided in the Lease shall continue to be available to Tenant regardless that the same may be based on events occurring prior to Lender's or Purchaser's acquiring ownership of the Property, and (ii) Lender or Purchaser shall be required to cure any defaults of a prior landlord that continue to exist after the date Lender or Purchaser acquires ownership of the Property;

- (b) Lender or Purchaser shall not be required to recognize any payment of rent by Tenant to Landlord if paid more than one month in advance unless any such payment (i) is specifically required by the Lease, (ii) has been delivered to Lender or Purchaser or (iii) represents any overpayment of prepaid triple net expenses;
- Lender or Purchaser shall not be bound by any material amendments or modifications of the Lease entered into without the prior written consent of Lender (which consent shall not be unreasonably withheld, conditioned or delayed, and which consent shall be deemed granted if Lender does not within thirty (30) days after receipt of a request for such consent deny same by written notice to Tenant including the specific reasons for such denial), where a "material amendment or modification" is deemed to mean a modification of the Lease of such nature that results in the reduction of rent, any offset against future rents, or a change in the term of the Lease (exclusive of option terms pursuant to the Lease); and
- Lender or Purchaser shall not be liable for any security deposit, escrows or any other mones held by Landlord unless the same has been delivered by Landlord to Lender or Purchaser.
- **Notices.** All notices, requests, demands or other communications which 6. may be or are required or permitted to be served or given under this Agreement (referred to collectively in this Agreement as "norces") shall be in writing and shall be sent by personal delivery, or by a nationally recognized over ight mail delivery service, or by registered or certified mail, return receipt requested, first-class postage prepaid,
 - (a)

(b)

f to Tenant, at

Fitness International, LLC
3161 Michelson Drive, Suite 606
Irvine, CA 92612-4406

Lease Administrator Attn: Justin Kennedy, Vice President

if to Landlord, at (c)

> Core Ventures, LLC 200 S. Wacker Drive, Suite 1325 Chicago, IL 60606 Attn: Adam Firsel and Brad Joseph

or at any other address that may be given by one party to the others by notice pursuant to this Section. Such notices (i) if sent by overnight delivery, shall be deemed to have been given when delivered to the respective party's address pursuant to this Section, or (ii) if sent by registered or certified mail, shall be deemed to have been given on the date received.

- 7. <u>Savings Clause</u>. If any provision of this Agreement, or the application thereof to any person or circumstances, shall for any reason or to any extent be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but, rather, shall be enforced to the fullest extent permitted by law.
- Eurther Assurances. The parties hereto hereby agree to execute, acknowledge, deriver, file, record and publish such further certificates, amendments or certificates, instruments or documents, and to do all such further acts and things, as may be required by law or as may be necessary or advisable to carry out the intent and purposes of this Agreement.
- 9. <u>Interprecation</u>. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the context so requires.
- 10. <u>Governing Law</u>. This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of in which the Property is located, without giving effect to principles of conflicts or lay.

11. Additional Definitions.

- (a) The word "Lease" as used hereir, shall be deemed to be the Lease as originally executed by Landlord and Tenant, as amended or modified by written agreements hereafter made, from time to time.
- (b) The words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Property by voluntary deed (or assignment) in lieu of foreclosure.
- (c) The word "Lender" as used herein shall be deemed to include Lender herein specifically named and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest in the Property by, through or under foreclosure of the Mortgage.
- (d) The word "successor" as used herein shall be deemed to include, but shall not be limited to, the heirs, personal representatives, successors or assigns of the parties hereto and of any other party hereafter acquiring the estate in the Property of any party hereto or any interest therein.

12. Miscellaneous Provisions.

- (a) All of the terms, conditions, covenants, agreements, rights, privileges, obligations, duties, and recitals contained in this Agreement shall be construed as covenants running with the land and as extending to, inuring to the benefit of, and being binding upon, Landlord, Tenant and Lender and their respective successors and assigns, all to the end that this Agreement shall always bind the owner and holder of any fee or leasehold interest in or to the Property or the Premises.
- (b) This Agreement contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement in respect of the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify, release or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against when enforcement of the change, modification or discharge is sought.
- This Agreement may be executed in one or more counterparts, and all such counterparts taken together shall for all purposes constitute one and the same Agreement binding on the parties hereto. This Agreement, if executed by Tenant but not by all parties necessary to fully execute the same, i) valid for only forty-five (45) days from the date Tenant executed this Agreement. This Agreement is contingent upon Tenant receiving a fully executed copy of the Agreement within such 45-day period, the failure of which shall automatically cause this Agreement to become null and void.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have executed this Agreement as of the date and year first hereinabove written.

TENANT

FITNESS INTERNATIONAL, LLC, a California limited liability company

y: /////////

William B. Horner
Senior Vice President

Chief Real Estate Officer

LENDER

DOOP CC

HEARTLAND BANK AND TRUST

ts:

LANDLORD

CORE VENTURES, LLC, an Illinois limited liability company

By: ______Name: _____

ts: _____

TENANT ACKNOWLEDGEMENT

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) ss. COUNTY OF ORANGE)

On July 15, 2019, before me, July 15 A. Mackny hotary Public, personally appeared William B. Horner, who proved to me on the basis of satisfactory evidence to be the person whose rame is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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.

PHYLLIS A. MACKNIGHT
Notary Public - California
Orange County
Commission # 2283138
My Comm. Expires Apr 22, 2023

WITNESS my hand and official seal.

Signature of Votary Public

SEAL

Mortgagee:

HEARTLAND BANK AND TRUST COMPANY, an Illinois state chartered bank

By:
Name:

Its:

Description

Proposition

P

COUNTY OF Code

SS.

Notary Public in and for said County in the State aforesaid, do hereby certify that which kenned, Vice very denot HEARTLAND BANK AND TRUST COMPANY, an Illinois state chartered bank, who is personally known to be to be the same person whose name is subscribed to the foregoing instrument as such vice very denot, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes set forth therein.

Given under my hand and notarial seal on Aug och

1 D VICE

Notary Public

My Commission Expires:

7/26/20

"OFFICIAL SEAL"
ROSANNE M. PUTTS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/26/2020

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Landlord:

CORE MR WESTVIEW, LLC,

a Delaware limited liability company

By: UKS
Name: Adam FIRSE
Its: Authorized Signatory

STATE OF ILLINOIS

) SS.

COUNTY OF COOK

1, Leve H. Murfay, a Notary Public in and for said County in the State aforesaid, do hereby certify that Adam receipt the personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Han here. Appeared before me this day in person and acknowledged that he/she sign A and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on August 9, 2019.

My Commission Expires: 19/1/2026

"OFFICIAL SEAL" ERIC H (AUR PHY

Notary Public, State C. Illinois My Commission Expires (2/1/2020

SCHEDULE A

LEGAL DESCRIPTION OF PROPERTY

Property of Cook County Clerk's Office

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SCHEDULE "A"

LEGAL DESCRIPTION OF LAND

PARCEL 1 (HANOVER PARK):

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 AND 13 IN WESTVIEW CENTER I, BEING A RESUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF PECORDED JULY 21, 1993 AS DOCUMENT NO. 93567694, IN COOK COUNTY, ILLINOIS.

PARCEL 2 (STREAMWOOD):

LOTS 3, 4, 5, 6, 7, 8 AND 9 IN WESTVIEW CENTER SUBDIVISION, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1989 AS DOCUMENT NO. 89440939 (AND THE RATIFICATION THEREOF RECORDED MAY 29, 1990 AS DOCUMENT NO. 90247258), IN COOK COUNTY, ILLIN DIS

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS CREATED BY EASEMENT AGREEMENT DATED SEPTEMBER 19, 1972 AND RECORDED SEPTEMBER 28, 1972 AS DOCUMENT NO. 22067752, AS AMENDED BY EASEMENT AMENDMENT DATED FEBRUARY 4, 1975 AND RECORDED JUNE 24, 1976 AS DOCUMENT NO. 23533993, AS REAFFIRMED IN RELEASE OF COVENANTS AND RESTRICTIONS GRANT OF EASEMENT DATED NOVEMBER 1, 1988 AND RECORDED MARCH 27, 1989 AS DOCUMENT NO. 89130387, FOR THE PURPOSES AS STATED IN SAID INSTRUMENTS OVER THE FOLLOWING DESCRIBED PARCELS:

- (I) THE SOUTHEAST 35 FEET OF LOT A-6 OF HANOVER GARDENS, A SUPDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1962 AS DOCUMENT NO. 18537907, HANOVER TOWNSHIP, COOK COUNTY, ILLINOIS;
- (II) THE WESTERLY 35.00 FEET (MEASURED PERPENDICULAR) OF THAT PART OF LOT A-7, LYING EAST OF AND ADJOINING A LINE DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT TO A POINT ON THE NORTHEASTERLY LINE THEREOF, SAID POINT BEING 50.00 (AS MEASURED ALONG SAID NORTHEASTERLY LINE) SOUTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT, ALL IN HANOVER GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1962 AS DOCUMENT NO. 18537907, IN COOK COUNTY, ILLINOIS; AND

(III) THE NORTH 17.5 FEET AND THE NORTHWESTERLY 17.5 FEET OF THE FOLLOWING DESCRIBED PARCEL: THAT PART OF LOT A-1 OF GARDENS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1962 AS DOCUMENT NO. 18537907, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT A-1: THENCE NORTH 247.00 FEET ALONG THE EAST LINE OF SAID LOT, THENGE WEST 299.885 FEET, ALONG A LINE DRAWN PERPENDICULAR TO SAID EAST LINE TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE CENTER LINE OF A 35 FOOT EASEMENT FOR INGRESS AND EGRESS PER DC CUMENT NO. 22067752, SAID NORTHEASTERLY EXTENSION BEING ALSO A LINE 175 FEET NORTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT A-6 IN THE AFORESAID HANOVER GAPDENS: THENCE SOUTHWESTERLY 96.336 FEET ALONG SAID NORTHEASTERLY EXTENSION TO THE SOUTHWESTERLY LINE OF SAID LOT A-1: THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE 328.82 FEET TO AN ANGLE CORNER OF SAID LOT A-1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, 62.41 FEET TO THE HEREINABOVE DESIGNATED PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4 (STREAMWOOD):

LEASEHOLD INTEREST CREATED BY LEASE DATED JULY 15, 1988 AND RECORDED NOVEMBER 21, 1988 AS DOCUMENT 8853/186 MADE BY AND BETWEEN NATURAL GAS PIPELINE COMPANY OF AMERICA, A DELAWARE CORPORATION, AND AMERICAN NATIONAL BANK, AS TRUSTEE UNDEP. TRUST NUMBER 103624-08. AND AMERICAN NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER **BRADLEY** ESTATE 103625-07, ASSIGNED TO REAL TRUST. AND MASSACHUSETTS BUSINESS TRUST, BY ASSIGNMENT AND ASSUMPTION AGREEMENT DATED JULY 21, 1993; AS FURTHER ASSIGNED BY HERITAGE-AUSTEN ACQUISITION, INC., A MARYLAND CORPORATION, SUCCESSOR BY MERGER WITH BRADLEY REAL ESTATE, INC., A MARYLAND CORPORATION, ASSIGNOR, TO BRADLEY OPERATING LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, BY ASSIGNMENT AND ASSUMPTION OF LEASE, DATED OCTOBER 5, 2006 AND RECORDED NOVEMBER 3, 2006, AS DOCUMENT NUMBER 0630717031, AND AS FURTHER ASSIGNED BY BRADLEY OPERATING LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, ASSIGNOR, TO CENTRO BRADLEY SPE 3 LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNEE, BY ASSIGNMENT AND ASSUMPTION OF LEASE DATED OCTOBER 5, 2006 AND RECORDED NOVEMBER 3, 2006 AS DOCUMENT NUMBER 0630717032, AS AMENDED BY MEMORANDUM OF FIRST AMENDMENT RECORDED MAY 22, 2019 AS DOCUMENT NO. 1914216009, AND AS FURTHER ASSIGNED BY BRIXMOR SPE 3 LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNOR, TO CORE MR

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WESTVIEW, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNEE, BY ASSIGNMENT AND ASSUMPTION OF LEASE DATED 8/21, , 2019 AND RECORDED 8/21, , 2019 AS DOCUMENT NUMBER 1974013073 LEGALLY DESCRIBED AS FOLLOWS:

THE SOUTH 82.5 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 2 FOR USE OF COMMON AREAS, PERPETUAL ACCESS ROADS, UTILITIES, CONSTRUCTION, AND LIGHTS, AS GREATED BY CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED MARCH 20, 1989 AND RECORDED AS DOCUMENT 89143137 BY AND BETWEEN P&D PARTNERS LTD. NO. 111, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 28, 1987 AND KNOWN AS TRUST NUMBER 103625-07 AND THE MAY DEPARTMENT STORES COMPANY.

PARCEL 6:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS GRANTED BY THE AGREEMENT BETWEEN THE HANOVER PARK DISTRICT AND FIRST NATIONAL REALTY & DEVELOPMENT COMPANY, INC. RECORDED AUGUST 19, 1988 AS DOCUMENT NO. 88378092 OVER, UPON, ACROSS AND UNDER THE "POND" AS DEFINED THEREIN FOR THE PURPOSE OF STORING THEREON NOT MORE THAN 6.5 ACRE FEET OF STORM WATER IN THE POND AND MAINTAINING, ETC. THE POND FOR SUCH PURPOSE.

NOTE: THE SERVIENT LAND IS SEEMINGLY LEGALLY DESCRIBED IN SAID AGREEMENT AS THE "RANGER PARK LEGAL DESCRIPTION" AS FOLLOWS:

LOT 18 IN HANOVER LONGMEADOWS PARTNERSHIP RESUBDIVISION OF LOT A OF HANOVER HIGHLANDS UNIT NO. 7 RECORDED ON OCTOBER 18, 1967 AS DOCUMENT NO. 20295106, A SUBDIVISION OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1968 AS DOCUMENT NO. 20683091 IN COOK COUNTY, ILLINOIS.

PARCEL 7:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS GRANTED BY THE CROSS-ACCESS AND PARKING EASEMENT AGREEMENT BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUSTS NO. 103624-08 AND 103625-07 FOR THE PURPOSE OF

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INGRESS AND EGRESS FOR VEHICULAR AND PEDESTRIAN ACCESS AND FOR PARKING OF VEHICLES, RECORDED JUNE 16, 1988 AS DOCUMENT NO. 88263899.

PROPERTY ADDRESS OF REAL ESTATE:

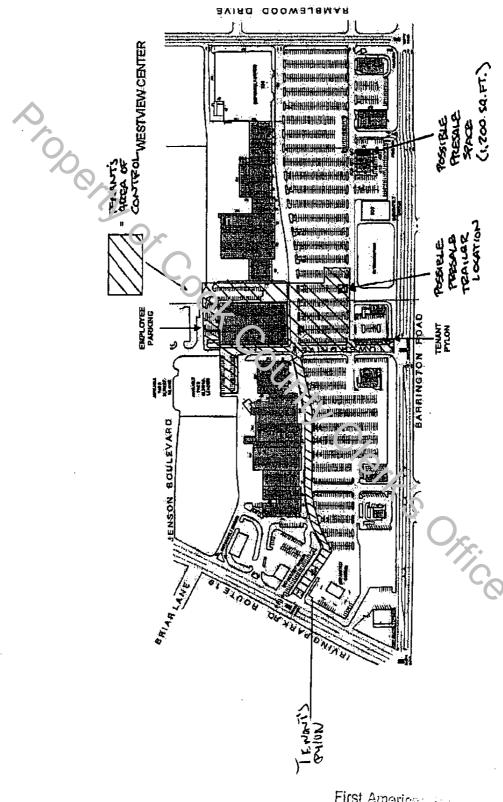
7470-7660 S. Barrington Road, Hanover Park, IL 60133; and 1080-950 S. Barrington Road, Streamwood, IL 60107

PERMANENT TAX IDENTIFICATION NUMBER(s):

06-25-202-003-0000; 06-25-202-006-0000; 06-25-202-007-0000; 06-25-202-008-0000; 06-25-202-009-0000; 06-25-202-010-0000; 06-25-202-011-0000; 06-25-202-012-0000; 06-25-401-054-0000; 06-25-401-055-0000; 06-25-401-056-0000; 06-25-401-057-0000; 06-25-401-058-0000; 06-25-401-059-0000; 06-25-401-061-0000; 06-25-401-063-0000; 06-25-411-037-0000; 06-25-411-038-0000; and 06-25-411-039-0000.

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First America: H.R. Order #____

Order: FCHI1800238LI Doc: 0601132102