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EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/10/2020 02:36 PM PG: 1 OF 11

PREPARED BY AND
WHEN RECORDED RETURN TO:

Miller, Canfield, Paddock & Stone, PLC
225 West Washington Street, Suite 2600
Chicago, Illinois 60606
Attn: Joseph C. Huntzicker, Esq.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT** (this "Agreement") dated this 1st day of January, 2020, is made by and among **BOB'S DISCOUNT FURNITURE, LLC**, a Massachusetts limited liability company ("Tenant"), **IMKD 2, LLC**, a Delaware limited liability company ("Landlord"), and **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Mortgagee").

WHEREAS, pursuant to that certain Loan Agreement of even date herewith by and between Landlord and Mortgagee, Mortgagee has agreed to make a loan to Landlord, secured by, among other things, a Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents (herein, as may from time to time be extended, amended, restated or supplemented, the "Mortgage"), covering, among other property, the land (the "Land") described in Exhibit A which is attached hereto and incorporated herein by reference, and the improvements thereon ("Improvements"; such Land and Improvements being herein together called the "Property");

WHEREAS, Tenant is the tenant under a Lease from Landlord's predecessor in ownership of the Property dated May 7, 2015 (herein, as may from time to time be extended, amended, restated or supplemented, the "Lease"), covering all or a portion of the Property (said portion being herein referred to as the "Premises"); and

WHEREAS, the term "Landlord" as used herein means the present landlord under the Lease or, if the landlord's interest is transferred in any manner, the successor(s) or assign(s) occupying the position of landlord under the Lease at the time in question.

NOW, THEREFORE, in consideration of the mutual agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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1. Subordination. Tenant agrees and covenants, subject to the terms of this Agreement, that the Lease and the rights of Tenant thereunder, all of Tenant's right, title and interest in and to the property covered by the Lease, and any lease thereafter executed by Tenant covering any part of the Property, are and shall be subject, subordinate and inferior in all respects to (a) the Mortgage and the rights of Mortgagee thereunder, and all right, title and interest of Mortgagee in the Property, and (b) all other security documents now or hereafter securing payment of any indebtedness of the Landlord (or any prior landlord) to Mortgagee which cover or affect all or any portion of the Property (collectively, as may from time to time be amended, restated, supplemented or otherwise modified, the "Loan Documents"). This Agreement is not intended and shall not be construed to subordinate the Lease to any mortgage, deed of trust or other security document other than those referred to in the immediately preceding sentence, securing the indebtedness owing to Mortgagee. Without limiting the generality of the foregoing subordination provision, the Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Property, shall be subject and subordinate to Mortgagee's right, title and interest in and to such proceeds and awards pursuant to the Loan Documents.

2. Non-Disturbance. Mortgagee agrees that so long as the Lease is in full force and effect and Tenant is not in default in the payment of rent, additional rent or other payments due under the Lease or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed (beyond the period, if any, specified in the Lease within which Tenant may cure such default),

(a) Tenant's possession of the Premises under the Lease shall not be disturbed or interfered with by Mortgagee in the exercise of any of its foreclosure rights under the Mortgage or in connection with the conveyance of the Property by deed in lieu of foreclosure, and

(b) Mortgagee will not join Tenant as a party defendant for the purpose of terminating Tenant's interest and estate under the Lease in any proceeding for foreclosure of the Mortgage.

3. Attornment.

(a) Tenant covenants and agrees that in the event of the foreclosure of the Mortgage, whether by power of sale or by court action, or upon a transfer of the Property by a deed in lieu of foreclosure (each being referred to herein as the "Transfer Date") (the purchaser at foreclosure or the transferee in such deed in lieu of foreclosure, including Mortgagee if it is such purchaser or transferee, being herein called the "New Owner"), Tenant shall attorn to the New Owner as Tenant's new landlord, and agrees that the Lease shall continue in full force and effect as a direct lease between Tenant and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease and this Agreement, except for provisions which are impossible for New Owner to perform; provided, however, that in no event shall the New Owner be:

(i) liable for any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Landlord) or obligations

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accruing prior to New Owner's actual ownership of the Property for which Mortgagee had no notice or actual knowledge thereof;

(ii) subject to any offset, defense, claim or counterclaim which Tenant might be entitled to assert against any previous landlord (including Landlord) unless the Tenant shall have provided Mortgagee with (A) notice of the applicable default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 4(b) below;

(iii) bound by any payment of rent, additional rent or other payments, made by Tenant to any previous landlord (including Landlord) for more than one (1) month in advance of the date when due under the Lease;

(iv) bound by any amendment or modification of the Lease hereafter made, without the written consent of Mortgagee (if such consent is required pursuant to the terms of the Loan Documents); or

(v) liable for any deposit that Tenant may have given to any previous landlord (including Landlord) which has not been transferred to New Owner.

(b) The provisions of this Agreement regarding attornment by Tenant shall be self-operative and effective without the necessity of execution of any new lease or other document on the part of any party hereto or the respective heirs, legal representatives, successors or assigns of any such party. Tenant agrees, however, to execute and deliver upon the request of New Owner, any reasonable instrument or certificate which in the reasonable judgment of New Owner may be necessary or appropriate to evidence such attornment, including a new lease of the Premises on the same terms and conditions as set forth in the Lease for the unexpired term of the Lease.

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

(a) 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 Mortgagee, unless such amendment is permitted pursuant to the Loan Documents. Tenant shall not prepay any rents or other sums due under the Lease for more than one (1) month in advance of the due date therefor. Tenant acknowledges that Mortgagee will rely upon this instrument in connection with the financing being made by Mortgagee and secured, in part, by the Mortgage.

(b) From and after the date hereof, in the event of a default by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to Mortgagee; and (ii) until Tenant has given Mortgagee a period of thirty (30) days after the expiration of Landlord's applicable cure period to cure such default, or such longer period of time as may be necessary to cure or remedy such default, during which period of time Mortgagee shall be permitted to cure or remedy such default; provided, however, that Mortgagee shall have no duty or obligation to cure or remedy any default. It is specifically agreed that Tenant

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shall not, as to Mortgagee, require cure of any such default which is personal to Landlord, and therefore not susceptible to cure by Mortgagee.

(c) In the event that Mortgagee notifies Tenant of a default under the Mortgage or Loan Documents and demands that Tenant pay its rent and all other sums due under the Lease directly to Mortgagee, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Mortgagee, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Mortgage or other Loan Documents, and notwithstanding any contrary instructions of or demands from Landlord.

(d) 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, the same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Mortgagee and New Owner.

(e) Mortgagee and any New Owner shall have no obligation nor incur any liability with respect to the erection or completion of any improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease or upon any renewal or extension thereof or upon the addition of additional space, pursuant to any expansion rights contained in the Lease.

(f) Mortgagee and any New Owner shall have no obligation nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession provided that to the extent that the breach of any such warranty shall give the Tenant the right to terminate the Lease pursuant to the terms of the Lease, Tenant shall retain such right to terminate pursuant to the terms of the Lease.

(g) In the event that Mortgagee or any New Owner shall acquire title to the Premises or the Property, Mortgagee or such New Owner shall have no obligation, nor incur any liability, beyond Mortgagee's or New Owner's then equity interest, if any, in the Property or the Premises, and Tenant shall look exclusively to such equity interest of Mortgagee or New Owner, if any, for the payment and discharge of any obligations imposed upon Mortgagee or New Owner hereunder or under the Lease or for recovery of any judgment from Mortgagee, or New Owner, and in no event shall Mortgagee, New Owner, nor any of their respective officers, directors, shareholders, agents, representatives, servants, employees or partners ever be personally liable for such judgment.

5. Acknowledgment and Agreement by Landlord. Landlord, as landlord under the Lease and grantor under the Mortgage, acknowledges and agrees for itself and its heirs, representatives, successors and assigns, that: (a) this Agreement does not constitute a waiver by Mortgagee of any of its rights under the Mortgage or any of the other Loan Documents, or in any way release Landlord from its obligations to comply with the terms, provisions, conditions,

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covenants, agreements and clauses of the Mortgage and the other Loan Documents; (b) the provisions of the Mortgage and the other Loan Documents remain in full force and effect and must be complied with by Landlord; and (c) Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Mortgagee upon receipt of a notice as set forth in Section 4(c) above from Mortgagee and that Tenant is not obligated to inquire as to whether a default actually exists under the Mortgage or any of the other Loan Documents. Landlord hereby releases and discharges Tenant of and from any liability to Landlord resulting from Tenant's payment to Mortgagee in accordance with this Agreement. Landlord represents and warrants to Mortgagee that a true and complete copy of the Lease has been delivered by Landlord to Mortgagee.

6. Lease Status. Landlord and Tenant represent and warrant to Mortgagee that neither Landlord nor Tenant has knowledge of any default on the part of the other under the Lease, that the Lease is bona fide and contains all of the agreements of the parties thereto with respect to the letting of the Premises and that all of the agreements and provisions therein contained are in full force and effect.

7. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by expedited delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the end of this Agreement (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt by the parties hereto other than the particular party whose address is to be changed. This Section 7 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Agreement or in the Lease or in any document evidencing, securing or pertaining to the loan secured by the Mortgage or to require giving of notice or demand to or upon any person in any situation or for any reason.

8. Miscellaneous.

(a) This Agreement supersedes any inconsistent provision of the Lease.

(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Mortgage or the other Loan Documents.

(c) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns, and any New Owner, and its heirs, personal representatives, successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Mortgagee, all obligations and liabilities of the assigning Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Mortgagee's interest is assigned or transferred.

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(d) THIS AGREEMENT AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND APPLICABLE UNITED STATES FEDERAL LAW EXCEPT ONLY TO THE EXTENT, IF ANY, THAT THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED NECESSARILY CONTROL.

(e) The words “herein”, “hereof”, “hereunder” and other similar compounds of the word “here” as used in this Agreement refer to this entire Agreement and not to any particular section or provision.

(f) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

(g) If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other provision hereof, but this Agreement shall be construed as if such invalidity, illegality, or unenforceability did not exist.

(h) This Agreement may be transmitted and/or signed by facsimile or e-mail transmission (e.g. “pdf” or “tif”). The effectiveness of any such signatures shall, subject to applicable law, have the same force and effect as manually-signed originals and shall be binding on all parties to this Agreement. Mortgagee may also require that any such documents and signatures be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or e-mail document or signature.

(i) The words “execute,” “execution,” “signed,” “signature,” and words of like import in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Mortgagee, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

ADDRESS OF MORTGAGEE:

Associated Bank, National Association
525 West Monroe Street, 24th Floor
Chicago, Illinois 60661
Attention: Daniel P. Barrins

With a copy to:

Miller, Canfield, Paddock and Stone, P.L.C.
225 West Washington Street, Suite 2600
Chicago, Illinois 60605
Attention: Joseph C. Huntzicker, Esq.

MORTGAGEE:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: 
Daniel P. Barrins, Senior Vice President

ADDRESS OF TENANT:

Bob's Discount Furniture
434 Tolland Turnpike
Manchester, Connecticut 06042
Attn: Jeremy Aguilar, Chief Financial Officer

With a copy to:

P. Michael Margolis, Esq.
c/o Dalton & Finegold, LLP
34 Essex Street
Andover, MA 01810

TENANT:

BOB'S DISCOUNT FURNITURE, LLC
a Connecticut limited liability company

By: _____
Print Name: Jeremy Aguilar
Title: Chief Financial Officer & Executive Vice President

ADDRESS OF LANDLORD:

IMKD 2, LLC
c/o Kensington Development Partners
700 Commerce Drive, Suite 130
Oak Brook, Illinois 60123
Attn: Chad Jones

LANDLORD:

IMKD 2, LLC,
a Delaware limited liability company

By: IM Kensington Developments, LLC, a
Delaware limited liability company, its Sole
Member

By: _____
Print Name: _____
Title: Manager

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Associated Bank, National Association
525 West Monroe Street, 24th Floor
Chicago, IL 60661
Attention: Daniel P. Barrins

With a copy to:

Miller, Canfield, Paddock and Stone, P.L.C.
225 West Washington Street, Suite 2600
Chicago, Illinois 60606
Attention: Joseph C. Huntzicker, Esq.

ADDRESS OF TENANT:

Bob's Discount Furniture
434 Tolland Turnpike
Manchester, Connecticut 06042
Attn: Jeremy Aguilar, Chief Financial Officer

With a copy to:

P. Michael Margolis, Esq.
c/o Dalton & Finegold, LLP
34 Essex Street
Andover, MA 01810

ADDRESS OF LANDLORD:

IMKD 2, LLC
c/o Kensington Development Partners
700 Commerce Drive, Suite 130
Oak Brook, Illinois 60123
Attn: Chad Jones

MORTGAGEE:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Daniel P. Barrins, Senior Vice President

TENANT:

BOB'S DISCOUNT FURNITURE, LLC
a Connecticut limited liability company

By: _____

Print Name: Jeremy Aguilar

Title: Chief Financial Officer & Executive Vice President

LANDLORD:

IMKD 2, LLC,
a Delaware limited liability company

By: IM Kensington Developments, LLC, a
Delaware limited liability company, its Sole
Member

By: _____

Print Name: _____

Title: Manager

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

ADDRESS OF MORTGAGEE:

Associated Bank, National Association
525 West Monroe Street, 24th Floor
Chicago, Illinois 60661
Attention: Daniel P. Barrins

With a copy to:

Miller, Canfield, Paddock and Stone, P.L.C.
225 West Washington Street, Suite 2600
Chicago, Illinois 60606
Attention: Joseph C. Huntzicker, Esq.

ADDRESS OF TENANT:

Bob's Discount Furniture
428 Tolland Turnpike
Manchester, Connecticut
Attn: John Sullivan, Chief Financial Officer

ADDRESS OF LANDLORD:

IMKD 2, LLC
c/o Kensington Development Partners
700 Commerce Drive, Suite 130
Oak Brook, Illinois 60123
Attn: Chad Jones

MORTGAGEE:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Daniel P. Barrins, Senior Vice President

TENANT:

BOB'S DISCOUNT FURNITURE, LLC
a Connecticut limited liability company

By: _____
Print Name: _____
Title: _____

LANDLORD:

IMKD 2, LLC,
a Delaware limited liability company

By: IM Kensington Developments, LLC, a
Delaware limited liability company, its Sole
Member


By: 
Name: Matt Bresnahan
Title: Manager

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel P. Barrins, a Senior Vice President of **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of February, 2020.



Notary Public

My Commission Expires:



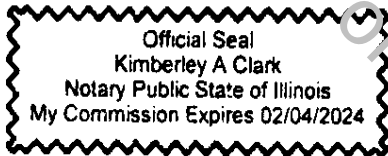
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Matt Bresnahan, the Manager of IM Kensington Developments, LLC, a Delaware limited liability company ("**Sole Member**"), acting in its capacity as the Sole Member of **IMKD 2, LLC**, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of January, 2020.



Kimberley A Clark
Notary Public

My Commission Expires:

02/04/2024

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

THAT PART OF THE SOUTH 1074.0 FEET OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF GOLF ROAD AS DEDICATED UNDER DOCUMENT 10488002 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 10 IN GOLF-ROSELLE DEVELOPMENT UNIT 4, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 10 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 1994 AS DOCUMENT 94236801; THENCE ON AN ASSUMED BEARING OF SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 10 PROJECTED WESTERLY, ALSO BEING THE NORTH LINE OF GOLF ROAD, A DISTANCE OF 242.50 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 10 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF GOLF ROAD, AS CONVEYED BY DOCUMENT 21480786, A DISTANCE OF 80.44 FEET, THENCE NORTH 03 DEGREES 28 MINUTES 58 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST, A DISTANCE OF 390.00 FEET TO THE GRANTOR'S WEST LINE, BEING THE EAST LINE OF THE WEST 163.0 FEET OF THE SOUTH 268.0 FEET OF THAT PART OF SAID SOUTHEAST 1/4 WHICH LIES EAST OF THE EAST LINE OF ROSELLE ROAD, AS PER TOWNSHIP DEDICATION RECORDED MAY 28, 1850; THENCE NORTH 00 DEGREES 15 MINUTES 26 SECONDS EAST ALONG GRANTOR'S WEST LINE, A DISTANCE OF 232.93 FEET TO THE NORTH LINE OF THE SOUTH 268.0 FEET OF THAT PART OF SAID SOUTHEAST 1/4 WHICH LIES NORTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT 10488002; THENCE SOUTH 86 DEGREES 31 MINUTES 02 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 131.93 FEET TO THE EAST LINE OF ROSELLE ROAD, SAID LINE BEING 64.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE NORTH 00 DEGREES 15 MINUTES 26 SECONDS EAST ALONG SAID EAST LINE OF ROSELLE ROAD, A DISTANCE OF 736.41 FEET; THENCE NORTH 4 DEGREES 28 MINUTES 47 SECONDS EAST, A DISTANCE OF 8.06 FEET TO THE NORTH LINE OF THE SOUTH 1074.0 FEET OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE NORTH 86 DEGREES 42 MINUTES 57 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 602.63 FEET TO THE EAST LINE OF THE WEST 667.50 FEET OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE SOUTH 00 DEGREES 15 MINUTES 26 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 990.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS RESERVED IN THE TRUSTEE'S DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 19, 1968 AND KNOWN AS TRUST 52271 TO THE VILLAGE OF SCHAUMBURG, ILLINOIS, DATED JULY 16, 1971 AND RECORDED JULY 20, 1971 AS DOCUMENT 21552162 OVER THE WEST 5.00 FEET OF THE FOLLOWING DESCRIBED TRACT:

THE SOUTH 1074.0 FEET OF THE WEST 667.0 FEET OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT

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THAT PART LYING SOUTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT 10488002);

AND EXCEPT THAT PART LYING WEST OF A LINE 5.00 FEET EAST OF AND PARALLEL TO THE EAST LINE OF ROSELLE ROAD, AS DEDICATED UNDER DOCUMENT 20430983;

AND EXCEPT THE WEST 163.0 FEET OF THE SOUTH 268.0 FEET OF THAT PART OF SAID SOUTHEAST 1/4, WHICH LIES NORTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT 10488002 AND WHICH LIES EAST OF THE EAST LINE OF ROSELLE ROAD, AS PER TOWNSHIP DEDICATION RECORDED MAY 28, 1850;

AND EXCEPT THAT PART LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND DISTANT 20.00 FEET NORTH OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED UNDER DOCUMENT 10488002 AS CONVEYED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY DOCUMENT 21480786, IN COOK COUNTY ILLINOIS;

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE MUTUAL EASEMENT AGREEMENT DATED OCTOBER 4, 2001 AND RECORDED AUGUST 3, 2006 AS DOCUMENT 0621516089 AND CORRECTED IN DOCUMENT 1926652006 RECORDED SEPTEMBER 23, 2019.

THE ABOVE DESCRIBED PROPERTY BEING THE SAME PROPERTY CONVEYED BY THAT SPECIAL WARRANTY DEED FROM SIDCOR SCHAUMBURG ASSOCIATES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, TO SCHAUMBURG CORNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED FEBRUARY 10, 2017, AND RECORDED FEBRUARY 14, 2017, AS DOCUMENT 170459000.

Common Address: 16-66 East Golf Road, Schaumburg, Illinois 60173

Tax Parcel Nos.: 07-10-400-056-0000; 07-10-400-057-0000