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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/21/2021 11:23 AM PG: 1 OF 13

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Frost Brown Todd LLC
400 West Market Street, Suite 3200
Louisville, Kentucky 40202
Attention: John W. Gagg, Esq.

(Space Above For Recorder's Use)

SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT ("Agreement") is made January 11, 2021, by and between SENTINEL TESLA I OWNER, LLC, a Delaware limited liability company, owner(s) of the real property hereinafter described (collectively either "Borrower" "Mortgage" or "Landlord"), TESLA, INC. ("Tenant"), and DBR INVESTMENTS CO. LIMITED, a Cayman Islands corporation (collectively with its successors or assigns, "Lender" or "Mortgagee").

RECITALS

A. Mortgagee is the holder of a certain note (the "Note") and Mortgagee under a mortgage (the "Mortgage") dated January 11, 2021, in which Landlord is named as the mortgagor, which Mortgage was recorded on January 21, 2020, in the Official Records of Cook County, State of Illinois, as Document No. 2102113021 (the "Security Instrument"). The Mortgage covers certain real property together with all appurtenances thereto and made a part hereof and which property is commonly known as 320 W. Golf Road, City of Schaumburg, County of Cook, State of Illinois.

B. Landlord is the owner in fee simple of the Property and is the current obligor under the Note.

C. By Lease dated September 20, 2018 (the "Lease"), SCHAUMBURG, IL (320 W GOLF) LLC, an Illinois limited liability company (Landlord's predecessor-in-interest) leased to Tenant those certain premises (the "Premises") which constitutes or forms a portion of the

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Property covered by the Security Instrument and commonly known as 320 W. Golf Road, Schaumburg, Illinois, all as more particularly described in the Lease.

D. The Lease is or may become (subject to this Agreement) subordinate in priority to the Security Instrument.

E. Tenant wishes to obtain from Mortgagee certain assurances that Tenant's possession of the Premises will not (subject to this Agreement) be disturbed by reason of the enforcement of the Mortgage covering the Premises or a foreclosure of the lien thereunder.

F. Mortgagee is willing to provide such assurances to Tenant upon and subject to the terms and conditions of this Agreement.

G. This Agreement is the only agreement with regard to the subordination of the Lease to the lien of the Mortgage and shall supersede and cancel, but only insofar as would affect the priority between the Mortgage and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.

AGREEMENT

NOW, THEREFORE, in consideration of the above, the reciprocal promises hereinafter set forth, and any other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

1. **Ratification.** The Lease now is or shall become upon the mutual execution of this Agreement subordinate in all respects to the lien of the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions of this Agreement. Tenant hereby affirms that the Lease is in full force and effect and that the Lease has not been modified or amended. Mortgagee acknowledges receipt of a copy of the Lease and hereby approves the same.

2. **Landlord's Default.** From and after the date Tenant received a fully executed copy of this Agreement, Tenant will not seek to terminate the Lease by reason of any act or omission that constitutes (or would over time constitute) a default of Landlord until Tenant shall have given written notice of such act or omission to Mortgagee (at Mortgagee's last address furnished to Tenant) and, Mortgagee shall have the right, but not the obligation, to remedy such act or omission as provided in Section 3 below, provided however that if the act or omission does not involve the payment of money from Landlord to Tenant and (i) is of such a nature that it could not be reasonably remedied within the time period aforesaid, or (ii) the nature of the act or omission or the requirements of local law require Mortgagee to appoint a receiver or to foreclose on or commence legal proceedings to recover possession of the Property in order to effect such remedy and such legal proceedings and consequent remedy cannot reasonably be achieved within said time period, then Mortgagee shall have such further time as is reasonable under the circumstances to

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effect such remedy provided that Mortgagee shall notify Tenant, within ten (10) days after receipt of Tenant's notice, of Mortgagee's intention to effect such remedy and provided further that Mortgagee institutes immediate legal proceedings to appoint a receiver for the Property or to foreclose on or recover possession of the Property and thereafter prosecutes said proceedings and remedy with due diligence and continuity to completion. Notwithstanding the foregoing, Mortgagee shall have no rights under this Section 2 if Mortgagee is an entity that controls, is controlled by, or is under common control with Landlord.

3. **Lender's Right to Cure.** Tenant will notify Lender in writing concurrently with any notice given to Landlord of any default by Landlord under the Lease, and Tenant agrees that Lender has the right to cure any breach or default specified in such notice within the time periods set forth herein and Tenant will not declare a default of the Lease, as to Lender, if Lender cures such default within (a) the time period provided in the Lease for the cure thereof by Landlord in the case of a monetary default, and (b) fifteen (15) days from and after the expiration of the time period provided in the Lease for the cure thereof by Landlord in the case of a non-monetary default; provided, however, that if such default cannot with diligence be cured by Lender within such fifteen (15) day period, the commencement of action by Lender within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence (provided that Lender shall not be permitted more than ninety (90) days to cure any such default).

4. **Non-Disturbance and Attornment.** So long as Tenant is not in default under the Lease (beyond any period given Tenant to cure such default) as would entitle Landlord to terminate the Lease or would cause, without any further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant thereunder, Mortgagee will not disturb the peaceful and quiet possession or right of possession of the Premises by Tenant nor shall the Lease or its appurtenances be extinguished by reason of any Foreclosure (as hereinafter defined) or otherwise, nor join Tenant as a party in any action or proceeding brought pursuant to the Mortgage.

In the event that Mortgagee or its successors or assigns, ("**Successor Landlord**") acquires the interest of Landlord or comes into the possession of or acquires title to the Premises (the "**Succession**") by reason of the foreclosure (judicial or non-judicial) or enforcement of the Mortgage (including a private power of sale) or the Note or obligations secured thereby or by a conveyance in lieu thereof or other conveyance or as a result of any other means (any or all of the foregoing hereinafter referred to as a "**Foreclosure**"), then the Lease and all appurtenances thereto shall remain in full force and effect and Tenant shall be bound to Successor Landlord under all the provisions of the Lease for the balance of the term thereof (including any extensions or renewals thereof which may be effected in accordance with any options contained in the Lease) with the same force and effect as if Successor Landlord was Landlord under the Lease, and Tenant shall attorn to Successor Landlord as its landlord, such attornment to be effective and self-operative, without the execution of any further instruments on the part of either of the parties hereto, immediately upon the Succession; and further, in such event, Successor Landlord shall be bound to Tenant under all of the provisions of the Lease, and Tenant shall, from and after such Succession, have the same remedies against Successor Landlord for the breach of any agreement contained in

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the Lease that Tenant might have had under the Lease against Landlord thereunder, provided, however, that if Successor Landlord is not an entity that controls, is controlled by, or is under common control with Landlord, then Successor Landlord shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) unless Tenant shall have given notice (pursuant to this Agreement) of such act or omission to the party who was the then holder of the Mortgage (whether or not such holder elected to cure or remedy such act or omission); or

(b) subject to any offsets (except those expressly permitted under the Lease) or defenses which Tenant might have against any prior landlord (including Landlord) unless Tenant shall have given notice (pursuant to this Agreement) of the state of facts or circumstances under which such offset or defense arose to the party who was the then holder of the Mortgage (whether or not such holder elected to cure or remedy such condition); or

(c) bound by any rent or additional rent which Tenant might have paid to any prior landlord (including Landlord) more than thirty (30) days in advance of the due date under the Lease; or

(d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is available to the party who was the holder of the Mortgage at the time of a Foreclosure.

Tenant shall be under no obligation to pay rent to Mortgagee or Successor Landlord until Tenant receives written notice from Mortgagee or Successor Landlord stating that Mortgagee or Successor Landlord is entitled to receive the rents under the Lease directly from Tenant. Landlord, by its execution hereof, hereby authorizes Tenant to accept such direction from Mortgagee or Successor Landlord and to pay the rents directly to Mortgagee or Successor Landlord and waives all claims against Tenant for any sums so paid at Mortgagee's or Successor Landlord's direction. Tenant may conclusively rely upon any written notice Tenant receives from Mortgagee or Successor Landlord notwithstanding any claims by Landlord contesting the validity of any term or condition of such notice, including any default claimed by Mortgagee or Successor Landlord, and Tenant shall have no duty to inquire into the validity or appropriateness of any such notice.

5. Insurance Proceeds.

(a) **Destruction.** Lender acknowledges that Tenant is insuring certain of its obligations, improvements, fixtures and personal property under the Lease. In the event of a casualty at the Premises, Mortgagee shall release its interest in any insurance proceeds applicable to the nonstructural improvements installed by Tenant. Mortgagee acknowledges that it has no interest and waives any interest in Tenant's personal property, Tenant's signs, the antenna (if any), the solar panels (if any), super charges (if any) and any safety systems (such as, without limitation,

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fire and security monitoring and alarm systems) installed at or about the Premises, or any insurance proceeds which are payable with respect thereto under either Landlord's or Tenant's policies.

(b) **Eminent Domain**. In the event of a public taking or act of eminent domain, Mortgagee shall release its interest in that portion of the award to which Tenant is entitled pursuant to the Lease, as well as its interest in so much of the award applicable to the improvements installed by Tenant as shall be necessary for the purposes of restoration, consistent with Landlord's and Tenant's rights and obligations under the Lease.

Super Chargers. Lender acknowledges that Tenant has constructed, is constructing or may construct a Supercharging Station for electric vehicles on the Property which Supercharging Station and any and all infrastructure, equipment and trade fixtures associated therewith will remain the property of Tenant at the expiration or earlier termination of the Lease and Mortgagee acknowledges that it has no interest and waives any interest in Tenant's Supercharging Station. Lender waives any right to request or accept payment from Tenant's customers or any other third parties in connection with the Supercharging Station.

7. **Confidentiality**. Notwithstanding anything contained in this Agreement, the NDA (as defined in the Lease) and the Lease, Tenant acknowledges that Borrower is seeking a Loan that will be subject to a secondary market transaction, including but not limited to, a securitization or sale of the Loan, and information in Lender's possession regarding Tenant, the Premises and the Lease (including a copy thereof and all terms therein) may be disclosed by Borrower to Lender, and by Lender to any actual or potential property purchaser associated with a foreclosure proceeding and any actual or potential loan purchaser associated with a secondary market transaction, as well as the related rating agencies, actual or potential investors, loan servicers, underwriters, governmental authorities, and/or securitization deal parties, including each of their respective employees, accountants, attorneys, representatives and consultants. Lender shall use its best efforts to cause any such recipient of such information to agree to keep all such materials and information confidential pursuant to a customary confidentiality agreement (which may be by click-through via an electronically maintained file sharing site). Tenant acknowledges and agrees that (a) the Lease and all the terms thereof were permitted to be disclosed to Lender, (b) Lender is in possession of the Lease and the NDA (as defined in the Lease), and (c) Lender is permitted to possess any and all information in Lender's possession as of the date hereof regarding Tenant, the Premises or the Lease.

8. **Notices**. All notices, demands, or other communications under this Agreement and the mortgage shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given when delivered by registered or certified mail via United States Postal Service mail, postage prepaid or by overnight commercial courier service, charges prepaid. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30)-day notice to the other party in the manner set forth hereinabove.

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Notices so sent shall be effective upon delivery or refusal. For purposes of notice, the address of the parties shall be:

Landlord:

Sentinel Tesla I Owner, LLC
c/o Sentinel Net Lease, LLC
32 South St.
Baltimore, MD 21202
Attn: Andrew Broeren

Tenant:

Tesla, Inc.
901 Page Avenue
Fremont, CA 94538
Attention: Legal, Lease Administration

With a copy to: leaseadmin@tesla.com

Lender:

DBR Investments Co. Limited
60 Wall Street, 10th Floor
New York, New York 10005
Attention: Transaction Management

With a copy to:

Frost Brown Todd LLC
400 West Market Street, Suite 3200
Louisville, Kentucky 40202
Attention: John W. Gragg, Esq.

9. Successors and Assigns. The terms of this Agreement shall bind and inure to the benefit of the, executors, administrators, nominees, successors and assigns of the parties hereto. The obligations herein of Mortgagee shall extend to it in its capacity as Mortgagee under the Mortgage and to its successors and assigns, including anyone who shall have succeeded to its interest or to Landlord's interest in the Premises or acquired possession thereof by Foreclosure or otherwise.

10. Headings. All article, section or other headings appearing in this Agreement are for convenience of reference only.

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11. **Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Electronic transmission via pdf or other electronic means of this fully executed Agreement shall be deemed valid and enforceable.

12. **Exhibits, Schedules and Riders.** All exhibits, schedules, riders and other items attached hereto are incorporated into this Agreement by such attachment for all purposes.

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

LANDLORD:

SENTINEL TESLA I OWNER, LLC, a Delaware limited liability company

By: [Signature]
Name: Andrew Broeren
Title: Authorized Signatory

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 SANTA BARBARA

On JANUARY 7, 2021

before me, William Mullen, a Notary Public personally appeared

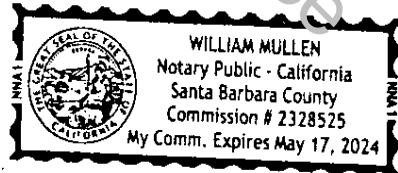
ANDREW BROEREN

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]



(This area for official notarial seal)

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TENANT:

TESLA, INC.

By: JMBleins
Name: Tammy M Bleins
Its: Mgr, Global Lease Admin

[ADD APPROPRIATE ACKNOWLEDGMENT (one for each Signatory)]

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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ACKNOWLEDGMENT

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

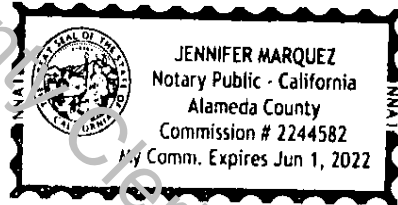
On January 7, 2021 before me, Jennifer Marquez Notary Public
(insert name and title of the officer)

personally appeared Tammy Michelle Bleiss
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 JM Marquez



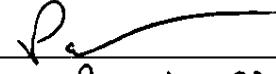
(Seal)

Property of Cook County Clerk's Office

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LENDER:

DBR INVESTMENTS CO. LIMITED


By: 
Name: Paul K. Richardson
Its: Director

By: _____
Name: _____
Its: _____

State of New York)

County of New York) ss.:

On the 5th day of Jan in the year 2021 before me, the undersigned, personally appeared Paul K. Richardson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Signature and Office of individual
taking acknowledgment

KENNETH R. WONG
NOTARY PUBLIC
STATE OF NEW YORK
NO. 01WO 567932
Qualified in New York County
Commission Expires 06-1-2022

State of New York)

County of _____) ss.:

On the ___ day of _____ in the year 20___ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

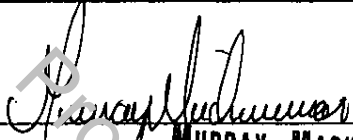
Signature and Office of individual
taking acknowledgment

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LENDER:

DBR INVESTMENTS CO. LIMITED

By: _____
Name: _____
Its: _____

By:  _____
Name: **MURRAY MACKINNON** _____
Its: **DIRECTOR** _____

State of New York)

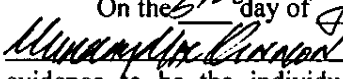
County of New York) ss.:


On the ___ day of _____ in the year 20___ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgment

State of New York)

County of New York) ss.:

On the 5th day of Jan in the year 2021 before me, the undersigned, personally appeared  _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature and Office of individual
taking acknowledgment

KENNETH R. WONG
NOTARY PUBLIC
STATE OF NEW YORK
NO. 01WO4967932
Qualified in New York County
Commission Expires 06-11-2022

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EXHIBIT A TO SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT LEGAL DESCRIPTION OF PROPERTY

Property located in the City of Schaumburg, Cook County, Illinois, more fully described as:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 56.40 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4;

THENCE EASTERLY ALONG THE NORTH LINE OF GOLF ROAD (ROUTE 58) AS DEDICATED BY DOCUMENT 10488001, A DISTANCE OF 250 FEET TO A POINT OF BEGINNING;

THENCE EASTERLY ALONG SAID NORTH LINE OF GOLF ROAD A DISTANCE OF 300 FEET TO A POINT;

THENCE NORTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 400 FEET TO A POINT;

THENCE WESTERLY ALONG A LINE PARALLEL TO SAID NORTH LINE OF GOLF ROAD A DISTANCE OF 300 FEET TO A POINT;

THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 400 FEET, MORE OR LESS, TO A POINT OF BEGINNING, EXCEPTING FROM SAID TRACT OF LAND THE SOUTH 20 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

07-10-300-028