PT21-68621 546

Prepared by and return to:

General Motors LLC

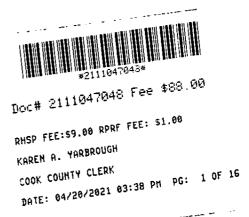
Legal Staff

Detroit, Michigar 48265

Attention: Jennifer Dewey, Esq.

Phone: (313) 969-7276

Email: jennifer.dewey@gm.com



### INTERCREDITOR AND SUBORDINATION AGREEMENT

THIS INTERCREDITOR AND SUBORDINATION AGREEMENT ("Agreement") is entered into as of the 19 day of April, 2021, by and among ALLY BANK (Ally Capital in Hawaii, Mississippi, Montana and New Jersey), a Utah state-chartered bank ("Lender"), ALLY FINANCIAL INC., a Delaware corporation ("Ally Financial"), GENERAL MOTORS LLC, a Delaware limited liability company ("Beneficiary"), and JNK OF BRIDGEVIEW, LLC, an Illinois limited liability company ("Owner") Lender, Beneficiary, and Owner are each also a "Party" and collectively the "Parties."

#### **BACKGROUND STATEMENTS**

- A. Owner owns certain real property located in Cook County, Illinois a legal description of which is attached hereto as **Exhibit A** and incorporated herein by this reference (the "Property").
- B. Lender has extended, or will shortly extend, a loan to Owner in the principal amount of \$7,245,000.00 (the "Loan") as evidenced by that certain Commercial Real Estate Loan and Security Agreement and Promissory Note dated as of the date hereof (the "Note") made by Owner in favor of Lender.
- C. The Loan is secured by, among other things, a Mortgage dated as of the date hereof, made by Owner in favor of Lender, and recorded in the Cook County, Illinois, real estate records (the "Official Records") (such instrument, as amended, increased, renewed, modified, consolidated, replaced, combined, substituted, severed, split, spread or extended from time to time, being herein referred to as the "Mortgage"). The Mortgage, the Note, together with any other documents or instruments evidencing the Loan, are collectively the "Loan Documents."

- D. Lender and Ally Financial may, from time to time, enter into an extended floorplan financing and a line of credit to Owner's affiliates (as may be amended, increased, renewed, modified, consolidated, replaced, combined, substituted, severed, split, spread or extended from time to time, being herein referred to as the "Floorplan"). Lender, Ally Financial and Affiliates (as defined below) of Lender may from time to time extend loans or enter into financing arrangements (as may be amended, increased, renewed, modified, consolidated, replaced, combined, substituted, severed, split, spread or extended from time to time, with the Floorplan and the Loan, the "Ally Financings") with Owner or its affiliates. Upon the agreement of the Lender, Ally Financial, Owner, and any applicable Owner affiliates, the Ally Financings, may be (i) cross-collateralized and cross-defaulted, (ii) secured by or cross-collateralized and cross-defaulted with the Mortgage.
- E. Owner has executed a Use and Option Agreement (the "UOA") dated as of the date hereof, which encumbers the Property and benefits Beneficiary, a memorandum of which [(the "Memorandum") will be recorded in the Official Records on or about the date hereof. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the UOA. "Affiliate" means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to airect, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation, or other entity.
- F. The Parties have made certain agreements relating to the Loan Documents and the UOA, as set forth below.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Background Statements. The Background Statements above are incorporated into the body of this Agreement.
- 2. **Subordination.** Beneficiary consents to the Loan and agrees that the UOA and the rights of Beneficiary thereunder shall be, subject to the terms and conditions of this Agreement, subordinate to the lien of the Mortgage, provided, that the principal balance of the Loan (excluding interest, fees, and advances of taxes, insurance, and other amounts to protect the security of the Property) shall not exceed the sum of \$7,245,000.00 (the "Maximum Principal Amount").
- 3. Subsequent Financing. Beneficiary acknowledges and agrees that: (i) the Mortgage and other Loan Documents may be further cross-collateralized and cross-defaulted with documents and instruments evidencing or securing any Ally Financings, and (ii) the Mortgage and other Loan Documents may secure the obligations of other Ally Financings. Except as set forth in the foregoing sentence, Owner agrees that

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it will not pledge, hypothecate or otherwise deliver the Property as security for any other loan without the prior written consent of Beneficiary, which may be granted or withheld in Beneficiary's sole discretion; provided, however, that, if the Loan is simultaneously paid in full, and if the liens and security interests of the Mortgage and other Loan Documents will simultaneously be released from the Property, Beneficiary shall grant its consent to a new loan made by an institutional lender and secured by a first-lien mortgage encumbering the Property (a "Refinancing Loan"), provided that (a) the holder of the Refinancing Loan enters into an agreement in substantially the form of this Agreement and reasonably satisfactory to Beneficiary, (b) the principal balance of the Refinancing Loan will not exceed the Maximum Principal Amount, and (c) all liens and security interests encumbering the Property shall be released from and terminated as to the Property upon payment by Beneficiary to such lender of the Payoff Amount (as hereinafter defired).

4. Notice of Default. Lender hereby covenants and agrees that, for any default or event of default specified as such in the Loan Documents (a "Default"), Lender shall give notice of such Default to Beneficiary in the manner and at the addresses set forth in the UOA, or at such other addresses of which Lender has been notified under the terms of this Agreement. After delivery of such notice, Beneficiary shall have the right, but not the duty, to cure any such Default on behalf of Owner within thirty (30) days after receipt of such notice, or if such Default is not a monetary Default and is susceptible of cure by Beneficiary but cannot reasonably be cured within such thirty (30) day period, then so long as Beneficiary commences a cure of such Default within such thirty (30) day period (and notifies Lender that it has done so), its cure period shall be extended for as long as reasonably necessary (not to exceed ninety (90) days) for it to diligently pursue the cure to completion. Lenue, shall not invoke any of its remedies, express or implied, under the Loan Documents unless such monetary Default remains uncured at the expiration of thirty (30) days after Beneficiary's receipt of such notice of Default, or if such Default is not a monetary Default and cannot reasonably be cured in such thirty (30) day pariod, unless the cure of such Default aft.

Tion shall not be commenced within such thirty (30) day period and thereafter prosecuted diligently to completion (not to exceed ninety (90) days).

#### 5. Payment by Beneficiary.

- Documents, release the liens and security interests of the Loan Documents encumbering the Property or any part thereof or interest therein upon payment to Lender by Beneficiary of the amount (the "Payoff Amount") equal to the lesser of (i) an amount equal to Seven Million Two Hundred Forty Five Thousand and 00/100 Dollars (\$7,245,000.00) (the "Payoff Cap"), or (ii) whether or not then due and payable, the entire outstanding principal balance of the full amount of the Ally Financings that are secured by or cross collateralized to the Mortgage, together with all interest accrued thereon and other expenses as set forth in the Loan Documents (collectively, the "Outstanding Obligations"), it being expressly understood that said release of collecteral shall only apply to any lien or security interest applicable to the real property identified as the Property (including but not limited to fixtures), and shall not apply to any other security interest maintained by Lender in any other assets of Owner. In lieu of the release of its liens and security interests as provided above, at the sole discretion of Beneficiary, upon Lender's acceleration of the Loan and Beneficiary's delivery to Lender of the Payoff Amount, Beneficiary may, in its sole discretion, take an assignment from Lender of the Loan Documents. Beneficiary's rights under this Section 5 shall be in addition to Beneficiary's right to cure a Default under Section 4 hereof.
- (b) Additional Rights. In the event Beneficiary does not exercise its right to deliver to Lender the Payoff Amount as provided in this Section 5, Lender may proceed with its remedies under the Loan Documents but if in connection therewith Lender or any Affiliate of Lender takes title to all or part of the Property (whether by foreclosure, deed-in-lieu of foreclosure, or otherwise), then Lender shall promptly (but in no event less than five (5) business days notify Beneficiary in writing thereof and Beneficiary shall have, and Lender grants Beneficiary, the exclusive option to purchase the Property (the "Purchase Option") and the right of first refusal (the "ROFR") more particularly set forth below. Once Lender or its Affiliate takes title to any part of the Property, it connot conduct a Transfer except in accordance with this Section. "Transfer" means any sale, transfer, assignment, conveyance, lease, or other disposition of the Property to a third party, whether direct or indirect, voluntary or involuntary, by operation of law or otherwise, except for (i) those by Lender to an Affiliate of Lender (or vice versa), and (ii) a taking by eminent domain. For purposes of this Subsection and Subsection (s) c) and (d) below, "Lender" shall also mean both Lender and any Affiliate of Lender that has taken title to any part of the Property as noted above.
  - (c) Reduce Outstanding Obligations. Lender hereby agrees to use commercially reasonable efforts to reduce the Outstanding Obligations Amount by liquidating the assets of Owner or any affiliate of Owner which Owner or such affiliate of Owner has pledged, assigned or mortgaged to Lender in connection with the Loan and/or Floorplan other than the Mortgage (collectively, the "Pledged Assets") before foreclosing on the Property; provided, however, that in no event shall Lender be obligated to liquidate any of the Pledged Assets prior to foreclosing on the Mortgage. The proceeds Lender actually receives from such Pledged Assets, less Lender's costs and expenses, shall be applied to and reduce the Outstanding Obligations Amount.
- (d) Release of Property. If Lender, in its sole discretion, agrees to accept a payment of principal of the Loan in consideration for releasing all or a portion of the Property from the Mortgage,

then such payment of principal, less Lender's costs and expenses, any penalties or fees owed by any Owner to Lender and accrued interest, shall reduce the Outstanding Obligations Amount. Nothing contained herein shall obligate or be deemed to obligate Lender to release or partially release the Mortgage or accept a payment of principal of the Loan or restrict or influence the amount of any principal repayment in connection with any release or partial release of the Mortgage.

- (e) Extinguishment of the OUA. The parties hereto acknowledge and agree that if Lender forecloses on the Mortgage, accepts a deed-in-lieu of foreclosure or otherwise acquires title to the Property then the OUA shall be extinguished and of no further force or effect. This provision shall survive the termination or expiration of this Agreement.
- Purchase Option. Beneficiary has the right, but not the duty, to exercise the Purchase Option by delivering written notice (an "Option Notice") thereof to Lender along with a proposed sale contract (an "Option Purchase Contract") that (i) is in form and substance reasonably satisfactory to Beneficiary, (ii) contains the material terms of the proposed purchase except for the purchase price for the Property (the "Purchase Price"), which shall be determined as set forth below, and (iii) includes terms and conditions that are customary and commercially reasonable in the area where the Property is located.
- (i) The Purchase Price shall be the Payoff Amount. Once the Purchase Price is determined, Beneficiary and Lender shall complete and execute the Option Purchase Contract.
- (ii) In addition to any inspection rights under the Option Purchase Contract, Beneficiary shall have the right, subject to a customary and reasonable access agreement, to inspect the Property during the determination of the Purchase Price.
- (iii) To avoid doubt, Beneficiary cannot exercise the Purchase Option for any part of the Property for which Lender has delivered a Transfer Notice (defined below) but if Lender thereafter fails to Transfer such Property in accordance with this **Section**, then Peneficiary may once again exercise the Purchase Option with respect to such part.
- (g) ROFR. If, from time to time, Lender receives a bona fide written offer from a third party to Transfer any part of the Property and desires to accept such an offer (or if Lender otherwise desires to Transfer any part of the Property and enters into a contract to do so) (a "Proposed Transfer"), then Lender shall deliver written notice (a "Transfer Notice") thereof to Beneficiary, which shall include a proposed sale contract (a "ROFR Purchase Contract") that (i) is in form and substance reasonably satisfactory to Lender, (ii) contains the material terms of the Proposed Transfer, and (iii) includes terms and conditions that are customary and commercially reasonable in the area where the Property is located.
- (iv) Beneficiary may then exercise the ROFR by executing and returning the ROFR Purchase Contract to Lender within thirty (30) days after receipt of the Transfer Notice (the "Election Period").

- (v) If Beneficiary does not exercise the ROFR, then Lender may conduct the Proposed Transfer but the ROFR shall be reinstated with respect thereto if (aa) the Proposed Transfer is not consummated, or (bb) the financial terms of the Proposed Transfer materially change from those in the ROFR Purchase Contract. In the latter case, Lender cannot conduct the Proposed Transfer without first sending Beneficiary a new Transfer Notice. In furtherance of foregoing, Lender shall promptly notify Beneficiary in writing of any change in the financial terms of the Proposed Transfer. A "material change" in financial terms means a decrease from the purchase price (and other consideration) in the Proposed Contract of more than five percent (5%).
- (vi) The ROFR shall terminate on the earlier of the date that is three (3) years from the date that Lender or its Affiliate acquires title to the Property. Lender shall use commercially reasonable efforts to market the Property for sale during such period. "Commercially reasonable efforts to market the Property for sale" means retaining a real estate broker from time to time who is experienced and active in the market in which the Property is located and directing such real estate broker to use commercially reasonable efforts to market the Property for sale at the Property's fair market value.
- (vii) If Lander receives notice from a governmental agency that Lender is required by law to Transfer the Property (an "Obligation"), then Lender may take whatever actions that Lender, in its sole discretion, deems desirable to satisfy its Obligation. In such a case and notwithstanding any provision of this **Subsection** to the contrary, Lender's only duty shall be, after receiving such notice, to notify Beneficiary in writing of its Obligation and to the extent the terms of the ROFR conflict or interfere with the Obligation, the Obligation controls
- (viii) If Lender consummates a Proposed Transfer in accordance with this **Section** for only part of the Property, then Beneficiary's ROFA shall remain in effect for the rest of the Property subject to the other terms and conditions of this **Section**.
- (vi) Lender may, in Lender's sole discretion, elect to transfer, sell or convey the Property by auction. If Lender elects to transfer, sell or convey all or any portion of the Property by auction, Lender's only obligation under this Section 7 shall be to give notice thereof to Beneficiary, and Beneficiary's Purchase Option shall not apply to a Transfer or Proposed Transfer agreed to at auction; provided, however, that neither Lender nor any Affiliates of Lender shall be a bidder at such auction.
- (h) Transferability. Beneficiary may assign the Purchase Option and ROFR to any Affiliate of Beneficiary or a Designated Party.

#### 6. Intentionally Deleted.

- 7. **Representations and Warranties.** Lender hereby represents and warrants that, as of the date of this Agreement:
- (a) Lender has provided Beneficiary with a true, correct, and complete copy of the Loan Documents;

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- (b) Lender is the sole holder of the Loan and the Mortgage and the same have not been assigned or pledged; and
- (c) Lender has full power and authority to enter into this Agreement and no approval of any participant or other third party is required.
- 8. **Termination of Agreement.** This Agreement shall automatically terminate and be of no further force and effect only (i) when all obligations under the Loan, the Floor Plan, and the Ally Financings have been paid in full and the Mortgage has been released, (ii) upon a Transfer of fee title to all of the Property by tender in accordance with **Section 5** hereof, or (iii) upon the expiration or termination of the UOA.
- 9. **Transfer** in the event the Property is transferred from Owner to Beneficiary (or its Affiliate or a Designated Party) pursuant to the UOA, Lender shall not consider this a transfer of the Property from Owner which would trigger a default pursuant to any "due on sale" clause in the Mortgage. However, this exception shall not apply to a transfer of the Property to any other entity or to a transfer of the Property by Beneficiary to a third party without written consent from Lender.
- 10. **Loan Modifications.** Except as atherwise provided in this Agreement, Lender, Ally Financial, or any Affiliates of the Lender, at any time, virthout the consent of, or notice to, Beneficiary, may do any one of the following:
- (a) change the manner, place, or terms of payment or change or extend the time of payment of, or increase, renew, exchange, amend, or alter, the terms of the Loan, the Floor Plan, or any Ally Financing, or any lien in any of the collateral securing the Loan or any guaranty of Loan, the Floor Plan, or any Ally Financing, or any liability of Owner or any guarantor or any liability incurred directly or indirectly in respect thereof (including, without limitation, any extensions of the same), or otherwise amend, renew, exchange, increase, extend, modify, or supplement in any mariner the Loan, the Floor Plan, or any Ally Financing, the Mortgage or any Loan Document;
- (b) settle or compromise the Loan, the Floor Plan, or any Ally Financing, or any security therefor or any liability directly or indirectly incurred in respect thereof and apply any sums by whomsoever paid and however realized to any liability (including, without limitation, the Loan) in any manner or order; or
- (c) exercise or refrain from exercising any rights which Lender may have under the Loan, the Floor Plan, or any Ally Financing, the Mortgage, or the Loan Documents and discontinue credit to Owner.
- 11. **Notices**. All notices or other communications provided for under this Agreement shall be in writing, signed by or on behalf of the Party giving the notice, and shall be deemed properly given and received (i) in the case of notices to Beneficiary, as of the second business day after deposit with Federal Express or a similar overnight courier service, delivery charges prepaid, or (ii) in the case of notices to any other Party, as of the immediately following business day after deposit with Federal Express or a similar overnight courier service, delivery charges prepaid, addressed as follows:

If to Beneficiary: **General Motors LLC** 

Mail Code 482-A16-D71

100 Renaissance Center

Detroit, MI 48265

Attn: Manager - Strategic Network Analysis

with a copy to: Argonaut Holdings LLC

**Retail Real Estate** 

Mail Code 482-C19-GRE

300 Renaissance Center

Detroit, MI 48265

Acto: President

and to: General Motors LLC

**GM Legal Staff** 

Mail Code 482-C25-A68

300 Renaissance Center

Detroit, MI 48265

Attn: Real Estate Counsel

If to Lender: Ally Bank

John Office 3333 Finley Road, Suite 600 Downers Grove, Illinois 60515

Attn: Regional Director, Commercial Lending

with a copy to: Ally Bank

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**Legal Staff** 

500 Woodward Avenue, 10th Floor

Detroit, Michigan 48226 Attn: Patricia Adler, Esq.

With a copy to:

Faegre Drinker Biddle & Reath LLP 311 South Wacker Drive, Suite 4300

Chicago, Illinois 60606 Attn: Michael B. Viner

- 12. **Binding Liffect**. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- 13. **Governing Law**. This Agreement shall be construed under and governed by the laws of the State of Illinois without regard to any conflict or choice of law principles.
- 14. **Severability**. If any provision of this Agreement is held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 15. Amendments. This Agreement cannot be amended or modified without Lender's and Beneficiary's written consents but may be without Owner's if such amendment or modification does not materially increase Owner's liabilities or materially decrease Owner's rights hereunder, and any amendment or modification that does so also requires Owner's written consent.
- 16. **Captions.** The section titles in this Agreement are for convenience only and shall not be deemed to modify the sections of which they are a part.
- 17. **Waivers**. No right under this Agreement may be waived except by written instrument executed by the Party waiving such right. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement.
- 18. **Judicial Interpretation**. This Agreement shall not be more strictly construed against a Party because it was drafted, in whole or in part, by or on behalf of such Party.
- 19. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall constitute a duplicate original, but all of which together shall constitute one and the same instrument.
- 20. **Prevailing Party.** If Beneficiary or Lender commences an action against the other (or the other's Affiliates) to enforce the terms of, or resolve a dispute concerning, this Agreement, the non-prevailing Party will upon demand promptly pay to the prevailing Party all costs and expenses incurred by such prevailing Party in connection therewith, including reasonable attorneys' fees.

- 21. **Entire Agreement**. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof (except, to avoid doubt, for the UOA as among Beneficiary, Owner, and Dealer Company, as applicable). There are no oral understandings, terms, or conditions, and neither Party has relied upon any representations, express or implied, not contained herein. All prior understandings, terms, or conditions with respect to the matters addressed herein are deemed merged into this Agreement.
- 22. Exercise Remedies. If Beneficiary, or any Person for or on behalf of Beneficiary who is permitted to exercises any right under Section 4 or 5(a) above, then (A) Beneficiary shall have hereunder against Owner and Dealer Company all those rights and remedies that Beneficiary has under Section 7.2 of the UOA as if an Event of Default had occurred (including, without limitation, interest on the Exercise Costs, as defined helpw, at the rate specified in such Section 7.2), (B) Owner shall, on demand, promptly reimburse Beneficiary for such Person) for any cost expended or other liability incurred in connection with such exercise (the "Exercise Costs"), (C) the exercise of any right under Section 5(a) shall be deemed an additional Triggering Event under the UOA, and (D) Beneficiary shall have the right to offset the Exercise Costs against any amount owed by Beneficiary (or any Affiliate of Beneficiary) to Owner, Dealer Company, or any Affiliate of either, including, without limitation, against the purchase price or the rent payable under the UOA if Beneficiary exercises its rights to buy or lease the Property thereunder. All such rights and remedies shall be cumulative, and Owner, and Dealer shall be jointly and severally liable for any duties and liabilities resulting from Beneficiary's exercise thereof.

[Signature Page Follows]

ALLY BANK (Ally Capital in Hawaii, Mississippi,

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IN WITNESS WHEREOF, the Parties have executed this Intercreditor and Subordination Agreement as of the date first above written.

Montana and New Jersey), a state-chartered bank By: LIZA CIK Name: Title: Authorized Representative STATE OF COUNTY OF \_ [J] ] On this, the day of April, 2021, before me, the undersigned officer, personally appeared Mam Kracik , who acknowledged himseli/herself to be the Authorized Representative of Ally Bank (Ally Capital in Hawaii, Mississippi, Montana and Nev, Jersey), a Utah state-chartered bank, and that he/she as such Authorized Representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself/herself as Assistant Secretary. IN WITNESS WHEREOF, I hereunto set my hand and official seal. OFFICIAL SEAL DEANNA PATRYLAK NOTARY PUBLIC - STATE OF ILLINOIS Print Name: **Notary Public** 

My commission expires: \_\_\_\_

#### **ALLY FINANCIAL:**

A	LLY FINANCIAL INC., a Delaware corporation
	y:
	itle: Authorized Representative
STATE OF 1	
COUNTY OF WITH	
On this, the day of April, 2021, before r	ne, the undersigned officer, personally appeared
Haam Kracik, who acknow	wledged himself/herself to be the Authorized
Representative of Ally Financial Inc., a Delaware corpo	
being authorized to do so, executed the foregoing i	
signing the name of the corporation by himself/herse	t as Assistant Secretary.
IN WITNESS WHEREOF, I hereunto set my hand and of	ficial seal.
Deunza Patrylah	
Print Name: Deanna Patry	lak
Notary Public	OFFICIAL SEAL DEANNA PATKYLAK
My commission expires: $\frac{12/87/21}{}$	NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/07/21

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#### **BENEFICIARY:**

GENERAL MOTORS LLC, a Delaware limited liability company



Name:

Real Estate

STATE OF MICHIGAN

COUNTY OF WEYN

The foregoing instrument was acknowledge.	owledged before me this body of April, 2021, by the South Differor of GENERAL MOTORS LLC, a
Delaware limited liability company, on beha	If of said company, who is personally known to me or who has
producedas	identification and who did (did not) take an oath.
Diresa & Kole	1
Print Name: Tetesa L Kd	e [SEAL]

**Notary Public** 

My Commission expires:

TERESA L. KOLE NOTARY PUBLIC, STATE OF MI COUNTY OF MACOMB MY COMMISSION EXPIRES May 5, 2025 ACTING IN COUNTY OF

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#### **OWNER:**

JNK OF BRIDGEVIEW, LLC, an Illinois limited liability company

By: DE

Name: Desmond A. Roberts

Title: Manager

STATE OF Illinois

)ss.

COUNTY OF Du Page

The foregoing instrument was acknowledged before me this <u>l6th</u> day of April, 2021, by Desmond A. Roberts, the Manager of JNK OF BRIDGEVIEW, L12, an Illinois limited liability company, on behalf of said company, who is <u>personally known to me</u> or who has produced <u>as identification and who did (did not) take an oath.</u>

Print Name:

JANET LYON Official Seal

Notary Public – State of Illinois My Commission Expires Aug 23, 2021

**Notary Public** 

My Commission expires:

8/23/21

Dealer Company irrevocably, absolutely, and unconditionally becomes a party to this Agreement but only with respect to **Section 22** hereof, and so agrees to be bound by all the terms and conditions of such Section.

#### **DEALER COMPANY:**

ADVANTAGE CHEVROLET OF BRIDGEVIEW, INC., a Delaware corporation

Name: Jason El Roberts

By:—
Name: Jason Ł.
Title: President STATE OF Illinois

)ss.

COUNTY OF Du Page

-OUNT CLER The foregoing instrument was acknowledged before me this 16th dry of April, 2021, by Jason E. Roberts, the President of Advantage Chevrolet of Bridgeview, Inc., a Delaware corporation, on behalf of said corporation, who is personally known to me or who has produced identification and who did (did not) take an oath.

Print Name:~

JANET LYON Official Seal Notary Public - State of Illinois My Commission Expires Aug 23, 2021

**Notary Public** 

My Commission expires: 8/23/2

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1: LOT "L" (EXCEPT THE EAST 50 FEET THEREOF AND EXCEPT THE NORTH 356.99 FEET THEREOF) IN SUPERIOR COURT PARTITION, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 30 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 1/2 OF LOT "P" (EXCEPT THE EAST 50.00 FEET THEREOF AND EXCEPT THE WEST 360 FEET OF THE EAST 410 FEET OF THE SOUTH 150 FEET THEREOF) IN THE SUPERIOR COURT COMMISSIONER'S PARTITION OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Common Street Address: 8200 South Harlem Avenue, Bridgeview, Illinois

PINS: 18-36-214-045-0000 and 18-36-214-057-0000