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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/01/2021 09:58 AM PG: 1 OF 13

WHEN RECORDED MAIL TO:

Farmers and Merchants Bank  
of Long Beach, a CA Corp  
Attn: Credit Administration  
Services  
P.O. Box 21337  
Long Beach, CA 90801-4337

FOR RECORDER'S USE ONLY

This Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate prepared by:

Farmers and Merchants Bank of Long Beach, a CA Corp  
P.O. Box 21337  
Long Beach, CA 90801-4337

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE COLLATERAL BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated 9/28, 2021 ("Agreement"), is made and executed among FLT MELROSE-PARKWAYS, LLC and FLT MELROSE PARK-LAKEWOOD, LLC, whose address is 2082 Michelson Dr., Fl. 4, Irvine, CA 92612-1212 (collectively, "Landlord"); COLLISION REVISION, INC., whose address is 400 West Grand Avenue, Elmhurst, IL 60126 ("Tenant"); and Farmers and Merchants Bank of Long Beach, a CA Corp, Newport Beach Office, 4695 MacArthur Ct., Suite 130, Newport Beach, CA 92660 ("Lender").

**SUBORDINATED LEASE.** Tenant and Landlord have executed a lease dated October 1, 2012 of the property described herein (the "Lease"). Commercial Lease dated October 1, 2012 between D'Orazio Asset Management Group, LLC an Illinois limited liability company (Lessor) and Collision Revision, Inc., a delaware corporation (Lessee) as amended on April 14, 2014 between Census Commercial Properties, LLC as assignee of D'Orazio Asset Management Group, LLC an Illinois limited liability company and Traper Properties LLC as assignee of D' Orazio Asset Management Group, LLC (Lessor) and Collision Revision, Inc., a delaware corporation (Lessee) with a commencement date of October 1, 2012 and terminating on November 30, 2025 with three (5) year options to extend.

**REAL PROPERTY DESCRIPTION.** The Lease covers a portion of the following described real property (the "Real Property") located in Cook County, State of Illinois:

See EXHIBIT "A", which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 2311 N. Mannheim Road, 10310 Belden Avenue and 2311 Belden Avenue, Melrose Park, IL 60164. The Real Property tax identification number is 12-33-108-001; 12-33-108-011; and 12-33-108-012.

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**SUPERIOR INDEBTEDNESS.** Lender has extended or has agreed to extend the following described financial accommodations to Landlord, secured by the Real Property (the "Superior Indebtedness"):

**Promissory Note or other form of indebtedness executed by Landlord in favor of Lender**

**LENDER'S LIEN.** The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage from Landlord to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease and all of Tenant's rights in the Real Property ("Lease Rights").

**REQUESTED FINANCIAL ACCOMMODATIONS.** Landlord and Tenant each want Lender to provide financial accommodations to Landlord in the form of the Superior Indebtedness. Landlord and Tenant each represent and acknowledge to Lender that Landlord and Tenant will benefit as a result of these financial accommodations from Lender to Landlord, and Landlord and Tenant acknowledge receipt of valuable consideration for entering into this Agreement.

**IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, LANDLORD, AND TENANT HEREBY AGREE AS FOLLOWS:**

**SUBORDINATION.** Notwithstanding anything in the Lease to the contrary, the parties acknowledge and agree that the Lease and Lease Rights are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's Lien, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's Lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

**NON-DISTURBANCE.** So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default of the Loan under the Note and/or under Lender's Lien unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If the Lease has not been terminated, then, when Lender succeeds to the interest of Landlord, the Lender shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

**ATTORNMEN T.** If Lender shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Lender, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

**NO LIABILITY FOR LENDER.** Lender in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Lender had not succeeded to the interest of Landlord; provided, however, that Lender shall not be:

- (A) Liable for any act or omission of or any claims against any prior landlord, including Landlord; or
- (B) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord; or
- (C) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord; or

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- (D) Bound by any material amendment or modification of the Lease, or waiver of any of its terms, made without its consent. A "material amendment or modification" is deemed to mean a modification of the Lease that (i) reduces the amount of any rent under the Lease, (ii) results in any offset against future rents, (iii) changes the term of the Lease (exclusive of option terms pursuant to the Lease), (iv) results in or makes the Landlord's obligations under the Lease materially more onerous, (v) otherwise materially and adversely impacts the economics of the Lease to the detriment of Landlord under the Lease, or (vi) materially reduces Tenant's obligations under the lease; or
- (E) Liable for any sum that any prior landlord, including Landlord, owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Lender; or
- (F) Bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
- (G) Liable for any construction obligation of any prior landlord, including Landlord; or
- (H) Liable for any breach of representation or warranty of any prior landlord, including Landlord.

**NEW LEASE.** If Lender shall succeed to the interest of the Landlord under the Lease, upon the written request of Lender to Tenant, Tenant shall execute and deliver to Lender a lease of the Real Property upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such transfer.

**ACKNOWLEDGMENT AND AGREEMENT BY LANDLORD.** Landlord, as landlord under the Lease, acknowledges and agrees for itself and its heirs, successors and assigns to each of the following:

- (A) This Agreement does not in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Note, Lender's Lien or any other documents executed in connection with the Loan.
- (B) In the event of a default under the Note, or any of the other documents executed in connection with the Loan, Landlord hereby consents to Tenant's attornment to Lender and, upon such event, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Lease.

**ADDITIONAL LENDER LIABILITY EXCLUSIONS.** Lender shall have no liability or responsibility under or pursuant to the terms of the Lease or this Agreement from and after the date it ceases to own Landlord's interest (or any interest of lessor) in the Lease. Further, Lender shall have no personal liability for the obligations of any lessor (including Landlord) under the Lease, except to the extent of the rents, security deposits, insurance and condemnation proceeds actually received by Lender, and the equity of lessor in the Real Property.

**PURCHASE OPTION.** Tenant's options or rights contained in the Lease to acquire title to the Real Property, if any, including any rights of first refusal, right of first offer, or similar provisions, are hereby made subject and subordinate to the rights of Lender (or any successor, affiliate or subsidiary of Lender) under the Loan Documents. Any right of Tenant to purchase the Real Property, including the right of first refusal, right of first offer, or similar provisions, shall not apply to a foreclosure sale of the Real Property by Lender (or any successor, affiliate or subsidiary of Lender) pursuant to its rights under the Loan Documents, to an acceptance of a deed in lieu of foreclosure by Lender (or any successor, affiliate or subsidiary of Lender) or to any sale by Lender (or any successor, affiliate or subsidiary of Lender) of the Real Property to a third party after acquisition of the Real Property by Lender (or any successor, affiliate or subsidiary of Lender).

**ADDITIONAL LENDER NOTICE ADDRESS.** In addition to the addresses provided shown near the beginning of this Agreement, Lender requires that copies of all notices be directed to: FARMERS AND MERCHANTS BANK OF LONG BEACH, 302 PINE AVENUE, LONG BEACH, CA 90802; ATTN: CHIEF CREDIT OFFICER.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Landlord also will pay any court costs, in addition to all other sums provided by law.

**Authority.** Any person who signs this Agreement on behalf of Landlord and Tenant represents and warrants that he or she has authority to execute this Agreement.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Counterparts.** This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Collateral, this Agreement will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Illinois. In all other respects, this Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Landlord agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing among Lender, Landlord, and Tenant shall constitute a waiver of any of Lender's rights or of any of Landlord's and/or Tenant's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so

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that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors.** This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.

**NOTICE: THIS AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

**EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AS OF THE DATE FIRST SET FORTH ABOVE.**


[Signatures appear on the following page]

Property of Cook County Clerk's Office

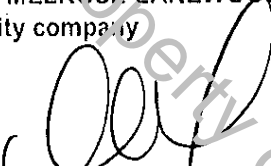
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LANDLORD:

FLT MELROSE-PARKWAYS, LLC, a Delaware limited liability company

By:   
Michael B. Earl, Vice President

FLT MELROSE-LAKEWOOD, LLC, a Delaware limited liability company

By:   
Michael B. Earl, Vice President.

LENDER:

FARMERS AND MERCHANTS BANK OF LONG BEACH, A CA CORP

By: \_\_\_\_\_  
Kathy Reed, Senior Vice President

TENANT:

COLLISION REVISION, INC.

By: 

Name/Title: Jason Hope, Vice-President, Corporate Development & Strategic Projects

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LANDLORD:

FLT MELROSE-PARKWAYS, LLC, a Delaware limited liability company

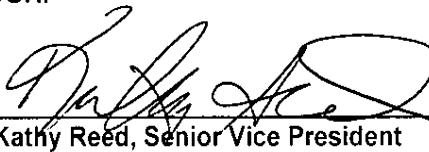
By: \_\_\_\_\_  
Michael B. Earl, Vice President

FLT MELROSE-LAKEWOOD, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Michael B. Earl, Vice President

LENDER:

FARMERS AND MERCHANTS BANK OF LONG BEACH, A CA CORP

By:  \_\_\_\_\_  
Kathy Reed, Senior Vice President

TENANT:

COLLISION REVISION, INC.

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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## CERTIFICATE OF 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.

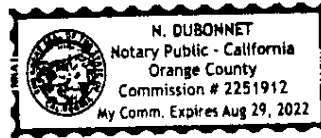
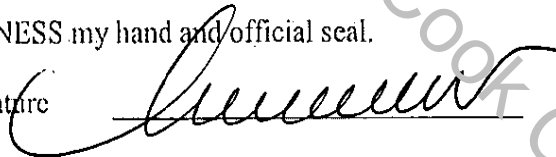
State of California )  
County of ORANGE )

On 9-24-21, before me, N. Dubonnet, a Notary Public, personally appeared Michael B Earl, 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



## CERTIFICATE OF 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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

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## CERTIFICATE OF ACKNOWLEDGMENT

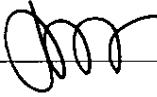
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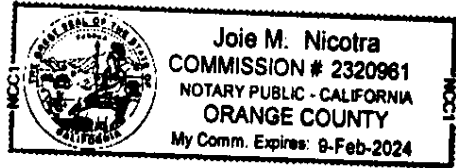
State of California )  
County of Orange )

On September 27, 2021 before me, Joie M. Nicotra, a Notary Public, personally appeared Kathy Reed, 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 



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## CERTIFICATE OF 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.

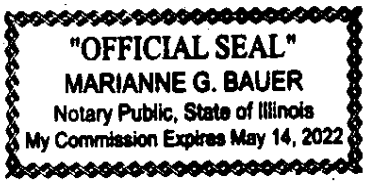
State of ~~California~~ ILLINOIS )  
County of COOK )

On Sept. 28, 2021, before me, Marianne G. Bauer, a Notary Public, personally appeared Timothy J. O'Day, 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 Marianne G. Bauer



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## Exhibit A

Legal Description

(See attached)

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## EXHIBIT "A" Legal Description

### PARCEL 1:

LOT 8 IN FREDERICK H. BARTLETTS FULLERTON AVENUE FARMS, BEING A SUBDIVISION OF THE NORTH ½ OF THE NORTHWEST ¼ (EXCEPT THE EAST 20 ACRES AND EXCEPT THE EAST 3 ACRES OF THE SOUTH ½ OF THE NORTH ½ OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼) OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THE WEST ½ OF THE NORTH ½ OF LOT 41 IN F.H. BARTLETTS FULLERTON AVENUE FARMS, BEING A SUBDIVISION OF THE NORTH ½ OF THE NORTHWEST ¼ (EXCEPT THE EAST 20 ACRES THEREOF, AND ALSO EXCEPT THE EAST THREE ACRES OF THE SOUTH ½ OF THE NORTH ½ OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼) OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE EAST ½ OF THE NORTH ½ OF LOT 41 IN FREDERICK H. BARTLETTS FULLERTON AVENUE FARMS, BEING A SUBDIVISION OF THE NORTH ½ OF THE NORTHWEST ¼ (EXCEPT THE EAST 20 ACRES THEREOF AND ALSO EXCEPT THE EAST 3 ACRES OF THE SOUTH ½ OF THE NORTH ½ OF THE NORTHWEST ¼ OF SAID NORTHWEST ¼) OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office