

# UNOFFICIAL COPY



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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/28/2021 02:43 PM PG: 1 OF 19

PREPARED BY AND UPON  
RECORDATION RETURN TO:  
Alston & Bird LLP  
90 Park Avenue  
New York, New York 10016  
Attention: Stephen J. Cerniglia, Esq.

UBS BANK USA, a Utah industrial bank

(Lender)

and -

Bob's Discount Furniture, LLC  
(Tenant)

a Massachusetts limited liability company

## SUBORDINATION, NON- DISTURBANCE AND ATTORNMENT AGREEMENT

Dated: As of December 21, 2021

Location: 16-66 E. Golf Road, Schaumburg Corners, Schaumburg, Illinois

County: Cook

Parcels No. 07-10-400-046-0000 & 07-10-400-057-0000

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 21 day of December, 2021 by and between UBS BANK USA, a Utah industrial bank, having an address at 1200 Harbor Boulevard, 6th Floor, Weehawken, New Jersey 07086, (together with its successors and/or assigns, "Lender") and BOB'S DISCOUNT FURNITURE, LLC, having an address at 428 Tolland Turnpike, Manchester, CT 06042 ("Tenant").

### RECITALS:

A. Lender has made a loan (the "Loan") in the original principal amount of \$19,8000,000.00 to Schaumburg Owner MZL, LLC ("Borrower" or "Landlord") pursuant to the terms and conditions of that certain Loan Agreement, dated as of October \_\_, 2021, between Lender and Landlord (together with any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof, the "Loan Agreement");

B. The Loan is evidenced by that certain Promissory Note, dated October \_\_, 2021, made by Landlord to Lender (together with any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof, the "Note") and secured by that certain Deed of Trust and Security Agreement dated as of October \_\_, 2021, made by Landlord to Lender (together with any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof, the "Mortgage"), which encumbers the fee estate of Landlord in certain premises described in Exhibit A attached hereto (the "Property");

C. Tenant leases a portion of the Property under and pursuant to a certain lease dated May 7, 2015, between SIDCOR Schaumburg Associates, LLC, as landlord, (as predecessor in interest to Landlord), and Tenant, as tenant (as amended or otherwise modified in accordance with this Agreement, the "Lease"); and

D. Tenant has agreed to subordinate the Lease to the Mortgage and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

### AGREEMENT:

For good and valuable consideration, Tenant and Lender agree as follows:

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1. Subordination. Tenant agrees that the Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to (a) the Mortgage, (b) the lien thereof and (c) all terms, covenants and conditions set forth in the Mortgage and the Loan Agreement (including, without limitation, any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements hereof) with the same force and effect as if the Mortgage and the Loan Agreement had been executed, delivered and (in the case of the Mortgage) recorded prior to the execution and delivery of the Lease.

2. Non-Disturbance. Lender agrees that if any action or proceeding is commenced by Lender for the foreclosure of the Mortgage or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law; provided, however, such joinder shall not result in the termination of the Lease or disturb the Tenant's possession or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Note, the Mortgage or the Loan Agreement shall be made subject to all rights of Tenant under the Lease; provided that, at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights, (a) the term of the Lease shall have commenced pursuant to the provisions thereof, (b) Tenant shall be in possession of the premises demised under the Lease, (c) the Lease shall be in full force and effect and (d) Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed beyond the expiration of any applicable notice or cure periods.

3. Attornment. Lender and Tenant agree that, upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise (individually and/or collectively, the context may require, a "Foreclosure"), the Lease shall not be terminated or affected thereby if the conditions set forth in Section 2 above have been met at the time the Lender, purchaser at foreclosure or other transferee of the Property ("Transferee") becomes owner of the Property. In such event, the Lease shall continue in full force and effect as a direct lease between Transferee and Tenant upon all of the terms, covenants and conditions set forth in the Lease and Tenant agrees to attorn to Transferee and Transferee shall accept such attornment; provided, however, that Transferee shall not be (a) obligated to complete any construction work required to be done by Landlord pursuant to the provisions of the Lease or to reimburse Tenant for any construction work done by Tenant, (b) liable (i) for Landlord's failure to perform any of its obligations under the Lease which have accrued prior to the date on which Transferee shall become the owner of the Property except for those of a continuous nature for which Lender has notice thereof, or (ii) for any act or omission of Landlord prior to the date on which

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Transferee shall become the owner of the Property except for those of a continuous nature for which Lender has notice thereof, (c) required to make any repairs to the Property or to the premises demised under the Lease required as a result of fire or other casualty or by reason of condemnation unless Transferee shall be obligated under the Lease to make such repairs and shall have received sufficient casualty insurance proceeds or condemnation awards to finance the completion of such repairs, (d) required to make any capital improvements to the Property or to the premises demised under the Lease which Landlord may have agreed to make, but had not completed, (e) subject to any offsets, defenses, statements or counterclaims which shall have accrued in favor of Tenant against Landlord prior to the date upon which Transferee shall become the owner of the Property, (f) liable for the return of rental security deposits, if any, paid by Tenant to Landlord in accordance with the Lease unless such sums are actually received by Transferee, (g) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any prior Landlord unless (i) such sums are actually received by Transferee or (ii) such prepayment shall have been expressly approved of by Transferee, (h) bound to make any payment to Tenant which was required under the Lease, or otherwise, to be made prior to the time Transferee succeeded to Landlord's interest, (i) bound by any agreement amending, modifying or terminating the Lease made without Lender's prior written consent prior to the time Transferee succeeded to Landlord's interest or (j) bound by any assignment of the Lease or sublease of the Property, or any portion thereof, made prior to the time Transferee succeeded to Landlord's interest other than if pursuant to the provisions of the Lease. Furthermore, notwithstanding anything to the contrary herein or in the Lease, Tenant acknowledges and agrees that any option to purchase, right of first refusal, and/or right of first offer to purchase all or any portion of the Property that may be provided in the Lease shall not apply to (i) any Foreclosure and (ii) the first transfer of the Property by Transferee following such Foreclosure.

4. Notice to Tenant. After notice is given to Tenant by Lender that Landlord is in default under the Note, the Mortgage or the Loan Agreement and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender or as directed by Lender, all rentals and all other monies due or to become due to Landlord under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments.

5. Lender's Consent. Tenant shall not, without obtaining the prior written consent of Lender, (a) enter into any agreement amending, modifying or terminating the Lease, (b) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof,

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(c) voluntarily surrender the premises demised under the Lease or terminate the Lease without cause or shorten the term thereof, or (d) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease; and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Lender's prior consent, shall not be binding upon Lender.

6. Notice to Lender. Tenant shall provide Lender with copies of all written notices sent to Landlord pursuant to the Lease simultaneously with the transmission of such notices to Landlord. Tenant shall notify Lender of any default by Landlord under the Lease and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof or of such an abatement shall be effective unless Lender shall have received notice of default giving rise to such cancellation or abatement and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default. Notwithstanding the foregoing, Lender shall have no obligation to cure any such default.

7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

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If to Tenant: Bob's Discount Furniture, LLC  
434 Tolland Turnpike  
Manchester, CT 06042  
Attention: Jeremy Aguilar, CFO & EVP  
Attention: Christopher Day, SVP Real Estate

With a copy to:

Bob's Discount Furniture, LLC  
Lease Administration Dept.  
434 Tolland Turnpike  
Manchester, CT 06042

and:

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

If to Lender: UBS BANK USA  
1200 Harbor Boulevard, 6th Floor  
Weehawken, New Jersey 07086  
Attention: Head of Commercial Real Estate

with a copy to:

UBS BANK USA  
Legal Department  
1000 Harbor Boulevard, 8th Floor  
Weehawken, New Jersey 07086  
Attention: General Counsel

With a copy to: ALSTON & BIRD LLP  
90 Park Avenue  
New York, New York 10016  
Attention: Stephen J. Cerniglia, Esq.  
Facsimile No.: (212) 210-9444

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or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section 7, the term "Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in New York, New York.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. Joint and Several Liability. If Tenant consists of more than one person or entity, the obligations and liabilities of each such person or entity hereunder shall be joint and several.

9. Definitions. The term "Lender" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease, but shall not mean or include Lender. The term "Property" as used herein shall mean the Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage.

10. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

11. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

12. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

13. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

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14. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

15. Transfer of Loan. Lender may sell, transfer and deliver the Note and assign the Mortgage, this Agreement and the other documents executed in connection therewith to one or more investors in the secondary mortgage market ("Investors"). In connection with such sale, Lender may retain or assign responsibility for servicing the Loan (including the Note, the Mortgage, this Agreement and the other documents executed in connection therewith) or may delegate some or all of such responsibility and/or obligations to a servicer (including, but not limited to, any subservicer or master servicer), on behalf of the Investors. All references to "Lender" herein shall refer to and include any such servicer to the extent applicable.

16. Further Acts. Tenant will, at the cost of Tenant, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts and assurances as Lender shall, from time to time, require, for the better assuring and confirming unto Lender the property and rights hereby intended now or hereafter so to be, or for carrying out the intention or facilitating the performance of the terms of this Agreement or for filing, registering or recording this Agreement, or for complying with all applicable laws.

17. Limitations on Lender's Liability. Tenant acknowledges that Lender is obligated only to Landlord to make the Loan upon the terms and subject to the conditions set forth in the Loan Agreement. In no event shall Lender or any purchaser of the Property at foreclosure sale or any grantee of the Property named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Lender or any such purchaser or grantee (Lender, such purchaser, grantee, heir, legal representative, successor or assignee, collectively, the "Subsequent Landlord") have any personal liability for the obligations of Landlord under the Lease and should the Subsequent Landlord succeed to the interests of Landlord under the Lease, Tenant shall look only to the estate and property of any such Subsequent Landlord in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) in the event of any default by any Subsequent Landlord as landlord under the Lease, and no other property or assets of any Subsequent Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease.



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Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

**LENDER:**

**UBS BANK USA**, a Utah industrial bank

By:   
Name: Thomas Petillo  
Title: Director

By: \_\_\_\_\_  
Name: Carmela Kappler  
Title: Director

Property of Cook County Clerk's Office


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IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

**LENDER:**

**UBS BANK USA, a Utah industrial bank**

By: \_\_\_\_\_  
Name: Thomas Petillo  
Title: Director

By:  \_\_\_\_\_  
Name: Carmela Kappler  
Title: Director

Property of Cook County Clerk's Office



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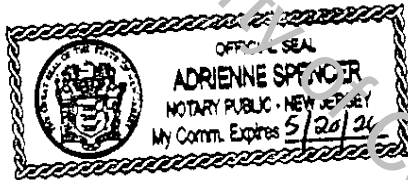
## ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
 ) SS.:  
 COUNTY OF HUDSON )

I CERTIFY that on November 23<sup>rd</sup>, 2021

Thomas Petillo personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Director of UBS BANK USA, a Utah industrial bank, the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.



*Adrienne Spinger*  
 \_\_\_\_\_  
 Notary Public *print name and title below*

STATE OF CONNECTICUT )  
 ) SS.:  
 COUNTY OF FAIRFIELD )

I CERTIFY that on November \_\_\_\_, 2021

Carmela Kappler personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Director of UBS BANK USA, a Utah industrial bank, the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

\_\_\_\_\_  
 Notary Public *print name and title below*

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TENANT:

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

By: 

Name: Jeremy Aguilar

Title: Chief Financial Officer and  
Executive Vice President

[NO FURTHER TEXT ON THIS PAGE]

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STATE OF Connecticut )  
 ) ss. Manchester  
COUNTY OF Hartford)

Before me, the undersigned a Notary Public in and for said State, personally appeared, Jeremy Aguilar, known to me and known by me to be the Chief Financial Officer and Executive Vice President of Bob's Discount Furniture, LLC, a Massachusetts limited liability company and acknowledged the execution of the foregoing Subordination, Non-Disturbance and Attornment Agreement for and on behalf of said company.

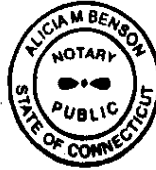
Given under my hand and seal of office this 8, day of November 2021 2021.

Alicia Benson  
Notary Public

My commission expires:  
12/31/2023

Notary's Name (printed):  
Alicia Benson

The undersigned accepts and agrees to the provisions of Section 4 hereof:



Alicia M Benson  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
December 31, 2023

LANDLORD:

SCHAUMBURG OWNER MZL, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

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The undersigned accepts and agrees to the provisions of Section 4 hereof:

LANDLORD:

SCHAUMBURG OWNER MZL, LLC,  
a Delaware limited liability company

By:   
Name: Daniel Kaufthal  
Title: Authorized Signatory

[Signature Page to SNDA for O'Reilly's]



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STATE OF NEW YORK )  
COUNTY OF Kings )

Before me, the undersigned a Notary Public in and for said State, personally appeared, Daniel Kaufthal, known to me and known by me to be the Authorized Signatory of Schaumburg Owner MZL, LLC, a Delaware limited liability company and acknowledged the execution of the foregoing Subordination, Non-Disturbance and Attornment Agreement for and on behalf of such limited liability company.

Given under my hand and seal of office this 24, day of November, 2021.

[Signature]

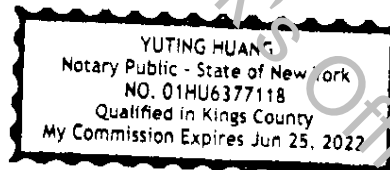
Notary Public

My commission expires:

Jun 25, 2022

Notary's Name (printed):

Yuting Huang



[Signature Page to SNDA for O'Reilly's]

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## EXHIBIT A

### LEGAL DESCRIPTION

#### 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.

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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 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 21480756, 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 1926662006 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 1704529000.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR LANDSCAPE INSTALLATION AND MAINTENANCE PURPOSES OVER, UPON AND THROUGH THE SOUTHERLY 10 FEET OF THE WESTERLY 10 FEET OF THE PROPERTY DESCRIBED IN EXHIBIT B AS CREATED BY THE LANDSCAPING INSTALLATION AND MAINTENANCE AGREEMENT DATED SEPTEMBER 3, 2019 AND RECORDED SEPTEMBER 23, 2019 AS DOCUMENT 1926662007.