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Prepared By:
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
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Attn: Stephen J. Cerniglia, Esq.

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KAREN A. YARBROUGH

COOK COUNTY CLERK

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

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is effective as of December 21, 2021 by and between UBS Bank USA ("Lender"), Schaumburg Owner MZL, LLC, a Delaware limited liability company ("Landlord") and O'Reilly Auto Enterprises, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated January 31, 2006 and any amendment or modification thereto (collectively, the "Lease"), covering certain premises generally described as 38 East Golf Road, Ste. C, Schaumburg, IL 60173 located on real property situated in Cook County, IL (the "Property"); and

WHEREAS, Lender holds a mortgage dated Dec. 21, 2021 given by Landlord on the Property (the "Mortgage").

NOW, THEREFORE, in consideration of the mutual covenants, conditions, provisions and agreements set forth in this Agreement, as of the date hereof, Lender, Landlord and Tenant hereby represent, acknowledge, covenant and agree as follows:

1. The Lease. Landlord and Tenant covenant and represent to Lender and to each other that the Lease is in full force and effect.

2. Subordination. Tenant hereby subordinates the Lease at all times and in all respects to the Mortgage and to all renewals, modifications and extensions thereof. The Lease is and shall at all times be subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, but Lender and Tenant agree that any foreclosure of the Mortgage shall not terminate the Lease.

3. Non-Disturbance. Tenant's possession under the Lease and Tenant's rights and privileges thereunder shall not be diminished or interfered with by Lender, and accordingly, Tenant's occupancy shall not be disturbed by Lender during the term of the Lease, except in accordance with the terms of the Lease.

4. Recognition and Attornment. If Lender succeeds to the interest of Landlord in and to the Property or under the Lease, the Lease and all terms therein, and the rights of Tenant thereunder

Location: 16-66 E. Golf Road, Schaumburg, Illinois
Parcel Numbers: 07-10-400-046-0000 & 07-10-400-057-0000

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shall continue in full force and effect and shall not be altered, terminated or disturbed, and Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the Lease term thereof with the same force and effect as if Lender were the landlord under the Lease. In such event, Tenant shall attorn to Lender as its landlord, such attornment to be effective and self-operative without the execution of any other instruments on the part of Lender or Tenant. Upon receipt by Tenant of such notice from Lender, Tenant shall make all payments of monetary obligations due by Tenant under the Lease to Lender or as Lender may in writing direct, with no liability to Landlord. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the lease term of the Lease, shall be and are the same as are then in existence between Tenant and Landlord as set forth in the Lease.

5. Rights Under the Lease. If Lender shall (a) succeed to the interests of Landlord in and to the Property or under the Lease, or (b) enter into possession of the Property, Lender shall not be:

- (i) liable for any acts or omissions of any prior landlord (including, but not limited to, Landlord), unless Lender was given prior notice thereof;
- (ii) obligated to give Tenant a credit for and/or acknowledge any rent or additional rent which Tenant has paid to Landlord or any prior landlord which is in excess of the rent or additional rent due under the Lease unless such payment is provided for in the Lease as presently existing or as amended in accordance with this Agreement; or
- (iii) liable for any damages Tenant may suffer as a result of any misrepresentation, breach of warranty or any act or failure to act by any party other than Lender.

6. Lender Opportunity to Cure Landlord Defaults. Tenant hereby agrees that it shall provide Lender with a copy of any notice of default given to Landlord, pursuant to the terms of the Lease. In the case of any default by Landlord under the Lease which is of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, Tenant agrees that no such remedy shall be exercised unless and until Lender shall have been given written notice of such default and the same time to cure such default as Landlord has under the Lease. The cure rights set forth in this Section 6 may be exercised in the sole discretion of Lender, and under no circumstance shall Lender be required to undertake curative measures on behalf of Landlord.

7. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received on the date actually received or rejected if the notice is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or one business day after being sent by Federal Express or similar overnight courier, addressed to Tenant, Landlord or Lender, as the case may be, at the address of such party set forth opposite the signature of such party hereto, or such other address as may thereafter be provided in writing to the respective parties. Any notice sent to any party hereunder shall be sent to all parties hereunder. Tenant shall

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be entitled to rely upon any notice from Lender hereunder as to the matters stated in and covered by any such notice.

8. Assignment of Rents. Tenant acknowledges and agrees that this Agreement constitutes notice to Tenant of the existence of the Mortgage and that the Lease and the rent have been assigned to Lender as security for the note.

9. Applicable Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Illinois.

10. Entire Agreement. This Agreement contains the sole and entire agreement and understanding between the parties with respect to the subject matter hereof and shall supersede any and all other oral or written agreements between the parties with respect to the subject matter hereof. If this Agreement conflicts with the Lease, then the Lease shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement.

[Remainder of page intentionally left blank.]


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

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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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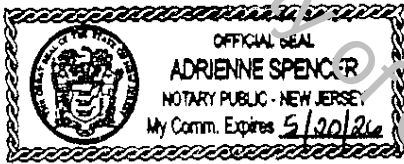
ACKNOWLEDGMENT

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

I CERTIFY that on November 23rd, 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.



[Handwritten Signature]

 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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ACKNOWLEDGMENT

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

I CERTIFY that on November ____, 2021

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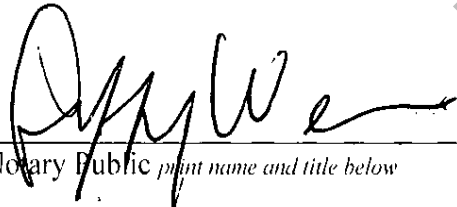
Notary Public *print name and title below*

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

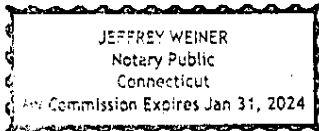
I CERTIFY that on November 23, 2021

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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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]

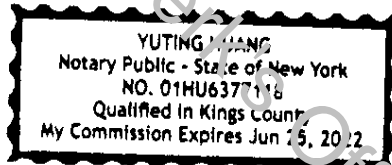
Notary Public

My commission expires:

Jun 25, 2022

Notary's Name (printed):

Yuting Huang



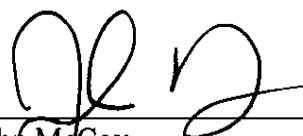
[Signature Page to SNDA for O'Reilly's]

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TENANT:

O'Reilly Auto Enterprises, LLC,
a Delaware limited liability company

233 South Patterson
Springfield, MO 65802
Attn: Property Management

By: 
Name: John McCoy
Title: Director of Property Management

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TENANT ACKNOWLEDGEMENT

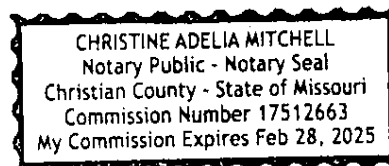
STATE OF MISSOURI)

COUNTY OF GREENE)

On this 2nd day of December, 2021, before me personally appeared John McCoy, to me known to be the person described in and who executed the foregoing and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal in the County of Greene, the day and year first above written.

Christine Adelia Mitchell
Notary Public



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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 21480786, IN COOK COUNTY ILLINOIS.

PARCEL 3:

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