



Doc# 2308845210 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/29/2023 03:07 PM PG: 1 OF 10

Ⓢ 22NW7149669LZ 1/8

THIS INSTRUMENT WAS DRAFTED BY
AND WHEN RECORDED RETURN TO:

William T. Burgess
DICKINSON WRIGHT PLLC
2600 West Big Beaver Rd., Suite 300
Troy, MI 48084
(248) 433-7200

**LEASE SUBORDINATION,
NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS AGREEMENT, made this 16 day of March, 2023 between **MURGADO MW PROPERTIES, LLC**, a Delaware limited liability company, having an address at 665 SW 8th Street, Miami, Florida 33130 (hereinafter referred to as "Landlord"), and **MURGADO MOTOR WERKS, LLC**, a Delaware limited liability company, having an address at 665 SW 8th Street, Miami, Florida 33130 (hereinafter referred to as "Tenant"), for the benefit of **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, a Delaware limited liability company, having its principal office and place of business at 35555 W. Twelve Mile Road, Suite 100, Farmington Hills, Michigan 48331 (hereinafter referred to as "Lender").

WITNESSETH

WHEREAS, the Tenant has entered into a certain lease dated on or about event date herewith with Landlord (the "Lease") covering premises known as 1475 S. Barrington Road, 18 East Dundee Road and 20 East Dundee Road, Barrington, Illinois (the "Premises") and more particularly described in Exhibit "A" attached hereto and incorporated herein;

WHEREAS, the Lender has agreed to make a loan to the Landlord evidenced by a Fixed Rate Promissory Note (the "Note") in the principal amount of \$108,750,000.00 and secured by a mortgage (the "Mortgage") upon the Premises;

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Landlord;

WHEREAS, it is a condition precedent to obtaining said loan or was a condition of said loan, that said Mortgage securing said loan be a lien or charge upon the

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Premises unconditionally prior and superior to the Lease and leasehold interest of Tenant;

WHEREAS, Tenant acknowledges that when it is recorded said Mortgage constitutes, or will constitute, a lien or charge upon the Premises which is, or should be, unconditionally prior and superior to the Lease and leasehold interest of Tenant; and

WHEREAS, Lender has been requested by Tenant and by Landlord to enter into a non-disturbance agreement with Tenant.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of the Tenant in and to said Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof.

2. Lender has consented to the Lease and, in the event of foreclosure of said Mortgage, or in the event Lender comes into possession or acquires title to the Premises as a result of the enforcement of foreclosure of the Mortgage or the Note, or as a result of any other means, Lender may elect to recognize Tenant and may agree that Tenant shall not be disturbed in its possession of the Premises for any reason other than one which would entitle the Landlord to terminate the Lease under its terms or would cause, without any further action by such Landlord, the termination of the Lease or would entitle such Landlord to dispossess the Tenant from the Premises.

3. Tenant agrees with Lender that, if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises (and for purposes of this paragraph, the term "Lender" shall be deemed to include any grantee of the Lender or purchaser at foreclosure sale), Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any option therefor in the Lease, with the same force and effect as if Lender were the Landlord under the Lease, and Tenant does hereby attorn to Lender as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of the Landlord in the Premises. Tenant agrees, however, upon the election of and written demand by Lender within twenty (20) days after Lender receives title to the Premises, to execute an instrument in confirmation of the foregoing provisions, satisfactory to Lender, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

4. Tenant agrees that if Lender shall succeed to the interest of Landlord under the Lease, Lender shall not be (a) liable for any action or omission of any prior

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landlord under the Lease, or (b) subject to any offsets or defenses which Tenant might have against any prior landlord, or (c) bound by any rent or additional rent which Tenant might have paid for more than one month in advance to any prior landlord, unless such deposit is in an escrow fund available to Lender, or (d) bound by any amendment or modification of the Lease made without Lender's consent, or (e) bound by any provision in the Lease which obligates the Landlord to erect or complete any building or to perform any construction work or to make any improvements to the Premises. Tenant further agrees that Tenant will not voluntarily subordinate the Lease to any other lien or encumbrance without Lender's consent.

5. In the event that the Landlord shall default in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to the Lender and the Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or void the Lease or to withhold any rental thereunder, for a period of ten (10) days after receipt of such written notice thereof by the Lender with respect to any such default capable of being cured by the payment of money and for a period of thirty (30) days after receipt of such written notice thereof by the Lender with respect to any other such default (provided that, in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period because of the nature of such default or because Lender requires time to obtain possession of the Premises in order to cure the default, if the Lender shall proceed promptly to attempt to obtain possession of the Premises, where possession is required, and to cure the same and thereafter shall prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity).

6. Tenant agrees it shall not take any action or allow the Premises to be used in such a manner that violates any applicable federal, state and local environmental laws and regulations. In the event Lender shall succeed to the interest of Landlord under the Lease or title to the Premises shall be transferred to Lender by foreclosure sale or by deed in lieu of foreclosure, Tenant shall defend, indemnify and hold harmless Lender, and its successors and assigns, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals caused by or related to Tenant's use or occupancy of the Premises; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials on the Premises; (c) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials with respect to the Premises; and/or (d) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or

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requirements of Lender, which are based upon or in any way related to such hazardous materials used on the Premises.

7. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include the Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure, and the word "Lender" shall include the Lender herein specifically named and any of its successors and assigns including anyone who shall have succeeded to Landlord's interest in the Premises by, through or under foreclosure of the mortgage.

8. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the Lease and leasehold interest of Tenant to the lien or charge of the Mortgage in favor of Lender, and shall supersede and cancel any prior agreements as to such, or any, subordination, including, but not limited to, those provisions, if any, contained in the Lease which provide for the subordination of the Lease and leasehold interest of Tenant to a deed or deeds of trust or to a mortgage or mortgages to be thereafter executed, and shall not be modified or amended except in writing signed by all parties hereto.

9. Tenant declares, agrees, represents and warrants that:

- (a) It consents to (i) all provisions of the Note and Mortgage and (ii) all agreements, including but not limited to any loan or escrow agreements, between Landlord and Lender for the disbursement of the proceeds of Lender's Loan;
- (b) Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will see to, the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) It is in exclusive possession of the Premises.
- (d) The current fixed minimum monthly rental is \$800,000.00.
- (e) There are no offsets or credits against minimum rentals, nor have rentals been prepaid, and there are no unused concessions, bonuses, free months rental, rebates or other matters affecting the rental.
- (f) There are no actions, whether voluntary or otherwise, pending against the undersigned under the bankruptcy or other insolvency laws of the United States or any state thereof.

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- (g) All improvements and space required to be furnished according to the Lease have been duly delivered by Landlord and accepted by Tenant, and all work required to be performed by Landlord under the Lease has been completed.
- (h) There are no defaults by Landlord under the Lease.
- (i) The Lease has not been modified, altered or amended except as noted above, and the Lease is in full force and effect.

The foregoing is made with the knowledge that Lender may consummate a loan to Landlord secured by the Mortgage on the Premises and that it will rely upon the truth of this certificate among other factors in disbursing funds under said loan.

10. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

11. This Agreement shall be construed in accordance with the laws of the State of Illinois.


[Signatures on Following Page]

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

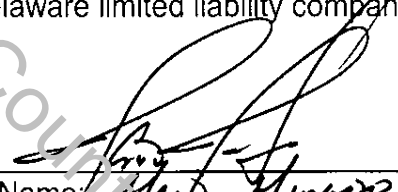
LANDLORD

MURGADO MW PROPERTIES, LLC,
a Delaware limited liability company

By: 
Name: Mario Murgado
Its: Mw

TENANT

MURGADO MOTOR WERKS, LLC,
a Delaware limited liability company

By: 
Name: Mario Murgado
Its: Mw

Property of COOK COUNTY Clerk's Office

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ACKNOWLEDGMENTS

STATE OF _____)
) SS.
COUNTY OF _____)

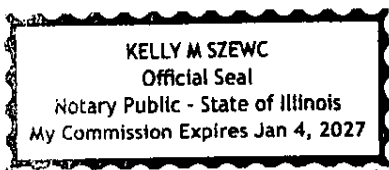
The foregoing instrument was acknowledged before me this 16 day of March, 2023 by Mario Murgado, the manager of Murgado MW Properties, LLC, a Delaware limited liability company, on behalf of the company



Kelly SzeWC
Notary Public, Cook County
State of IL
My Commission Expires: 01-04-2027

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 16 day of March, 2023 by Mario Murgado, the manager of Murgado Motor Werks, LLC, a Delaware limited liability company, on behalf of the company.



Kelly SzeWC
Notary Public, Cook County
State of IL
My Commission Expires: 01-04-2027

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EXHIBIT A

DESCRIPTION OF PREMISES

PARCEL 1:

THE SOUTH 50 RODS OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 275 FEET OF THE SOUTH 825.00 FEET OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, ALSO EXCEPT THAT PART LYING WESTERLY OF A LINE WHICH IS 100 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY RIGHT OF WAY BOUNDARY LINE OF BARRINGTON ROAD (AS DELINEATED ON PLAT OF SURVEY NO. 86-3980 MADE BY JAMES, SCHAEFFER AND SCHIMMING, INC. DATED NOVEMBER 26, 1986 AND AMENDED JANUARY 21, 1987) TAKEN OR USED FOR BARRINGTON ROAD) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 20 RODS OF THE EAST 40 RODS OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 150 FEET OF THE EAST 20 RODS OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY THE CROSS EASEMENT AGREEMENT FOR VEHICULAR ACCESS DATED DECEMBER 10, 2013 AND RECORDED JANUARY 10, 2014 AS DOCUMENT NUMBER 1401026026 MADE BY AND AMONG GROVE STREET LAND COMPANY, DUNDEE AND BARRINGTON, L.L.C. AND 18 DUNDEE, LLC FOR THE PURPOSE OF ACCESS AND INGRESS AND EGRESS.

PARCEL 5:

THAT 100 FEET LYING WESTERLY OF A LINE WHICH IS 100 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY RIGHT OF WAY BOUNDARY LINE OF BARRINGTON ROAD (AS DELINEATED ON PLAT OF SURVEY NO. 86-3980 MADE BY JAMES SCHAEFFER AND SCHIMMING, INC., DATED NOVEMBER 26, 1986 AND AMENDED JANUARY 21, 1987) OF THE FOLLOWING DESCRIBED LAND:

THE SOUTH 50 RODS OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 275 FEET OF

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THE SOUTH 825 FEET OF THE WEST HALF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, ALSO EXCEPT THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, BY WARRANTY DEED RECORDED APRIL 27, 2016 AS DOCUMENT NUMBER 1611846181), IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE EAST 20 RODS (EXCEPTING THE NORTH 150 FEET THEREOF AND ALSO EXCEPTING THAT PART TAKEN FOR HIGHWAY PURPOSES BY COOK COUNTY CIRCUIT COURT CASE 12-L-51373) OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PRECISELY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES, 38 MINUTES, 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, FOR A DISTANCE OF 329.31 FEET; THENCE NORTH 1 DEGREE, 48 MINUTES, 13 SECONDS EAST, 1312.20 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES, 26 MINUTES, 21 SECONDS EAST ALONG SAID NORTH LINE, 328.81 FEET TO THE CENTER OF SAID SECTION 12, THENCE SOUTH 1 DEGREE, 46 MINUTES, 46 SECONDS WEST ALONG THE EASTLINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 1313.34 FEET TO THE POINT OF BEGINNING.

PARCEL 7: EASEMENT FOR INGRESS AND EGRESS FOR MOTOR VEHICLES FOR THE BENEFIT OF PARCEL 6 AS CONTAINED IN CROSS EASEMENT AGREEMENT FOR VEHICULAR ACCESS DATED DECEMBER 10, 2013 AND RECORDED JANUARY 10, 2014 AS DOCUMENT 1401026026.

PARCEL 8:

THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF GROVE STREET (AS PER PLAT OF DEDICATION RECORDED FEBRUARY 4, 1974 AS DOCUMENT 22618320), IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF PARCELS 8 AND 9 CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF

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TRANSPORTATION BY WARRANTY DEED RECORDED AS DOCUMENT
0423349164, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION
12, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL
MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE
SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREES
45 MINUTES 42 SECONDS WEST, 57.04 FEET ALONG THE WEST LINE OF SAID
NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 86 DEGREES 04
MINUTES 35 SECONDS EAST, 328.55 FEET TO THE EAST LINE OF THE WEST
1/2 OF THE WEST 1/2 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4;
THENCE SOUTH 01 DEGREES 45 MINUTES 40 SECONDS EAST, 6.00 FEET
ALONG SAID EAST LINE; THENCE NORTH 86 DEGREES 04 MINUTES 35
SECONDS EAST, 313.95 FEET; THENCE NORTH 42 DEGREES 09 MINUTES 20
SECONDS EAST, 57.62 FEET TO THE WESTERLY RIGHT OF WAY OF GROVE
STREET, PER PLAT OF DEDICATION RECORDED FEBRUARY 4, 1976 AS
DOCUMENT 22618320; THENCE SOUTH 01 DEGREE 45 MINUTES 54 SECONDS
EAST 91.04 FEET ALONG SAID WESTERLY RIGHT OF WAY TO THE SOUTH
LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 86
DEGREES 04 MINUTES 35 SECONDS WEST, 682.50 FEET ALONG SAID SOUTH
LINE TO THE POINT OF BEGINNING.

1475 S. Barrington Rd
Barrington, IL 60010

01-12-301-003-0000