

# UNOFFICIAL COPY

Doc# 2331806085 Fee: \$107.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 11/14/2023 10:28 AM Pg: 1 of 15

**DOCUMENT PREPARED BY:**  
REIMER & BRAUNSTEIN LLP  
660 Newport Center Drive, Suite 1400  
Newport Beach, CA 92660  
Attn: Carol Su, Esq.

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

WELLS FARGO BANK, NATIONAL ASSOCIATION  
REAL ESTATE GROUP (AU #0002955)  
2030 Main Street, Suite 800  
Irvine, California 92614  
Attn: Margie Ramirez  
Loan No. 1021019

*(Space Above for Recorder's Use)*

**SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,  
ATTORNEYMENT AND NON-DISTURANCE AGREEMENT  
(Lease to Security Instrument)**

**PIN(S):** 08-22-304-012; 08-22-304-13; 08-22-304-009; 08-22-304-010

**Address:** 701, 801 and 150 Innovation Drive, Elk Grove Village, IL

**Parties:** LBA NCC-Company XXVI, LLC; SRE Solar Origination 2, LLC and Wells Fargo Bank, National Association

**Dated:** October 11, 2023

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Loan No. 1021019

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

WELLS FARGO BANK, NATIONAL ASSOCIATION  
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 2030 Main Street, Suite 800  
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**SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,  
 ATTORNMENT AND NON-DISTURBANCE AGREEMENT  
 (Lease To Security Instrument)**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE  
 PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF  
 SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,  
 ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("Agreement") is made October 11, 2023, by and  
 between LBA NCC-COMPANY XXVI, LLC, a Delaware limited liability company ("Owner"), SRE SOLAR  
 ORIGINATION 2, LLC, a Delaware limited liability company ("Lessee") and WELLS FARGO BANK,  
 NATIONAL ASSOCIATION ("Lender").

**RECITALS**

- A. Pursuant to the terms and provisions of (i) an Amended and Restated Solar Rooftop Lease dated August 18, 2023 ("701 Lease"), Owner, as "Landlord", granted to Lessee, as tenant, a leasehold estate in and to a portion of the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "701 Property"); (ii) an Amended and Restated Solar Rooftop Lease dated August 18, 2023 ("801 Lease"), Owner, as "Landlord", granted to Lessee, as tenant, a leasehold estate in and to a portion of the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "801 Property"); and (iii) an Amended and Restated Solar Rooftop Lease dated August 18, 2023 ("150 Lease"), individually and collectively, with the 701 Lease and the 801 Lease, the "Lease"), Owner, as "Landlord", granted to Lessee, as tenant, a leasehold estate in and to a portion of the property described on Exhibit A attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on the property, is defined as the "150 Property"; individually and collectively, with the 701 Property and the 801 Property, the "Property"). That portion of the Property leased by Lessor to Lessee is defined as the "Leased Premises."
- B. Owner has executed a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 20, 2022, by Owner, as mortgagor, to Lender, as mortgagee, recorded in the official records of Cook County, Illinois on May 27, 2022 as Document No. 2214757014 (as amended, supplemented or modified from time to time, the "Security Instrument") securing, among other things, a promissory note (as amended, supplemented, replaced or modified from time to time, the "Note") in the principal sum of approximately \$54,180,000.00, in favor of Lender, which Note is payable with interest and upon the terms and conditions described therein ("Loan").

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- C. As a condition to making the Loan secured by the Security Instrument, Lender requires that the Security Instrument be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Lessee under the Lease and that the Lessee specifically and unconditionally subordinate the Lease to the lien of the Security Instrument.
- D. Owner and Lessee have agreed to the subordination, attornment and other agreements herein in favor of Lender.

NOW THEREFORE, for valuable consideration and to induce Lender to make the Loan, Owner and Lessee hereby agree for the benefit of Lender as follows:

1. **SUBORDINATION.** Owner and Lessee hereby agree that:
  - 1.1 **Prior Lien.** The Security Instrument securing the Note in favor of Lender, and any modifications, renewals or extensions thereof (including, without limitation, any modifications, renewals or extensions with respect to any additional advances made subject to the Security Instrument), shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;
  - 1.2 **Subordination.** Lender would not make the Loan without this agreement to subordinate; and
  - 1.3 **Whole Agreement.** This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien of the Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the Security Instrument and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.

AND FURTHER, Lessee individually declares, agrees and acknowledges for the benefit of Lender, that:

  - 1.4 **Use of Proceeds.** Lender, in making disbursements pursuant to the Note, the Security Instrument or any loan agreements with respect to the Property, 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 this agreement to subordinate in whole or in part; and
  - 1.5 **Waiver, Relinquishment and Subordination.** Lessee intentionally and unconditionally waives, relinquishes and subordinates all of Lessee's right, title and interest in and to the Property to the lien of the Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.
2. **ASSIGNMENT.** Lessee acknowledges and consents to the assignment of the Lease by Lessor in favor of Lender.
3. **ESTOPPEL.** Lessee acknowledges and represents that:
  - 3.1 **Lease Effective.** The Lease has been duly executed and delivered by Lessee and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Lessee thereunder are valid and binding and there have been no modifications or additions to the Lease, written or oral;

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## 3.2 Commencement.

The dates upon which the term of each Lease actually commenced was:

701 Lease: August 18, 2023  
 801 Lease: August 18, 2023  
 150 Lease: August 18, 2023

The earliest date upon which each Lease expires is:

701 Lease: October 1, 2023 (subject to Lessee's extension right)  
 801 Lease: October 1, 2023 (subject to Lessee's extension right)  
 150 Lease: October 1, 2023 (subject to Lessee's extension right)

- 3.3 **No Assignment or Subletting.** No one other than Lessee and Lessee's employees occupies or has any right to occupy, through Lessee, any part of the Premises;
- 3.4 **No Default.** To the best of Lessee's knowledge, as of the date hereof: (i) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease; and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the Lease;
- 3.5 **Entire Agreement.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the Property and Lessee claims no rights with respect to the Property other than as set forth in the Lease;
- 3.6 **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as follows: None.
- 3.7 **Security Deposit.** Lessee paid a security deposit in connection with the Lease in the amount of: (if none, state "None");
- 701 Lease None  
 801 Lease None  
 150 Lease None
- 3.8 **Tenant Improvements.** Construction of all tenant improvements required under the Lease has been satisfactorily completed, if any, and Lessee has accepted and is occupying the Premises;
- 3.9 **Landlord Work and Concessions.** There is no work obligation of Landlord which is not completed as of the date hereof, and there are no "concession", "free rent periods", or "credits", if any, remaining under the Lease;
- 3.10 **No Rights of Purchase.** Lessee does not have any rights or options to purchase the Premises or the building in which the Premises is located;
- 3.11 **No Bankruptcy.** No actions, voluntary or otherwise, are pending against Lessee under any bankruptcy, receivership, insolvency or similar laws of the United States or any state thereof; and
- 3.12 **No Broker Liens.** Neither Lessee nor Owner has incurred any fee or commission with any real estate broker which would give rise to any lien right under state or local law, except as follows (if none, state "None") None.
4. **ADDITIONAL AGREEMENTS.** Lessee covenants and agrees that, during all such times as Lender is the Beneficiary under the Security Instrument:

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- 4.1 **Modification, Termination and Cancellation.** Lessee will not consent to any modification, amendment, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent and will not make any payment to Lessor in consideration of any modification, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent;
- 4.2 **Notice of Default.** Lessee will notify Lender in writing concurrently with any notice given to Lessor of any default by Lessor under the Lease, and Lessee agrees that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Lessee will not declare a default of the Lease, as to Lender, if Lender cures such default within fifteen (15) days from and after the expiration of the time period provided in the Lease for the cure thereof by Lessor; provided, however, that if such default cannot with diligence be cured by Lender within such fifteen (15) day period, the commencement of action by Lender within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence;
- 4.3 **No Advance Rents.** Lessee will make no payments or prepayments of rent more than one (1) month in advance of the time when the same become due under the Lease;
- 4.4 **Assignment of Rents.** Upon receipt by Lessee of written notice from Lender that Lender has elected to terminate the license granted to Lessor to collect rents, as provided in the Security Instrument, and directing the payment of rents by Lessee to Lender, Lessee shall comply with such direction to pay and shall not be required to determine whether Lessor is in default under the Loan and/or the Security Instrument; and
- 4.5 **Insurance and Condemnation Proceeds.** In the event there is any conflict between the terms in the Security Instrument and the Lease regarding the use of insurance proceeds or condemnation proceeds with respect to the Property (but not with respect to the Solar Project (as defined in Section 7 hereof)), the provisions of the Security Instrument shall control.
5. **ATTORNTMENT.** In the event of a foreclosure under the Security Instrument, Lessee agrees for the benefit of Lender (including for this purpose any transferee of Lender or any transferee of Lessor's title in and to the Property by Lender's exercise of the remedy of sale by foreclosure under the Security Instrument) as follows:
- 5.1 **Payment of Rent.** Lessee shall pay to Lender all rental payments required to be made by Lessee pursuant to the terms of the Lease for the duration of the term of the Lease;
- 5.2 **Continuation of Performance.** Lessee shall be bound to Lender in accordance with all of the provisions of the Lease for the balance of the term thereof, and Lessee hereby attorns to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee;
- 5.3 **No Offset.** Lender shall not be liable for, nor subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Lessor under the Lease, nor for the return of any sums which Lessee may have paid to Lessor under the Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Lessor to Lender;
- 5.4 **Subsequent Transfer.** If Lender, by succeeding to the interest of Lessor under the Lease, should become obligated to perform the covenants of Lessor thereunder, then, upon any further transfer of Lessor's interest by Lender, all of such obligations shall terminate as to Lender;

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- 5.5 **Limitation on Lender's Liability.** Lessee agrees to look solely to Lender's interest in the Property and the rent, income or proceeds derived therefrom for the recovery of any judgment against Lender, and in no event shall Lender or any of its affiliates, officers, directors, shareholders, partners, agents, representatives or employees ever be personally liable for any such obligation, liability or judgment; and
- 5.6 **No Representation, Warranties or Indemnities.** Lender shall not be liable with respect to any representations, warranties or indemnities from Owner, whether pursuant to the Lease or otherwise, including, but not limited to, any representation, warranty or indemnity related to the use of the Property, compliance with zoning, landlord's title, landlord's authority, habitability or fitness for purposes or commercial suitability, or hazardous wastes, hazardous substances, toxic materials or similar phraseology relating to the environmental condition of the Property or any portion thereof.
6. **NON-DISTURBANCE.** In the event of a foreclosure under the Security Instrument, so long as there shall then exist no breach, default, or event of default on the part of Lessee under the Lease for which the applicable cure or grace period has expired, Lender agrees for itself and its successors and assigns that the leasehold interest of Lessee under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Lessee as tenant under the Lease subject to the terms and provisions of the Lease except as modified by this Agreement; provided, however, that Lessee and Lender agree that the following provisions of the Lease (if any) shall not be binding on Lender nor its successors and assigns: any option to purchase with respect to the Property; any right of first refusal with respect to the Property; and any obligation of Owner to construct any improvements on the Property or perform any of the Owner's work under the Lease or otherwise to make, pay for, or reimburse Lessee for any tenant improvements, construction allowance, alterations, demolition, or other improvements or work at the Property
7. **SOLAR PROJECT.** Notwithstanding Section 1 or anything else contained herein, Lender acknowledges and agrees that so long as the applicable Lease has not been terminated or, if such applicable Lease has been terminated, prior to the lapse of time Lessee is required to remove the Solar Project from the Property: (i) title to the Solar Project is held by Lessee; and (ii) that Lessee is the exclusive owner of the Solar Project, the electricity generated by the Solar Project, and all Environmental Attributes and Environmental Incentives related to the Solar Project. Lender acknowledges and agrees that it has no lien, security interest or other encumbrance on the Solar Project or any other property of the Lessee as a result of this Agreement or any document in connection with the Loan; and that neither Lender nor any successor or assignee of Lender (including as owner of the Property by foreclosure sale, deed in lieu of foreclosure or otherwise) shall directly or indirectly, as a result of exercising its remedies under the documents in connection with the Loan and/or this Agreement, cause, create, incur, assume or suffer to exist any liens, security interests or other encumbrances on or with respect to the Solar Project or Lessee's interest therein. Notwithstanding anything herein to the contrary, Lender acknowledges and agrees that Lessee and, if permitted in connection with an exercise of its remedies, Lessee's lender shall be entitled to remove the Solar Project or any part thereof and any related equipment owned by Lessee from the Leased Premises in accordance with the provisions of the applicable Lease. For the purposes of this Section 7, the following terms shall have the following meanings:

**"Environmental Attributes"** means any and all environmental, power source, and emission characteristics, credits, reductions, offsets, allowances, and benefits, including green tags and renewable energy credits, howsoever entitled, directly or indirectly attributable to the generation of electricity from the Solar Project or otherwise arising from construction, ownership or operation of the Solar Project. Environmental Attributes include but are not limited to (i) any benefit accruing from the renewable nature of solar generated energy; (ii) any avoided emissions of pollutants to the air, soil, or water; (iii) any avoided emissions of carbon dioxide, methane and other greenhouse gases that may contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (iv) any property rights that may exist with respect to the

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foregoing attributes, howsoever entitled, (v) displacements of energy generation by fossil-fuel-consuming or greenhouse gas emitting generation resources; and (vi) any related reporting rights with respect to these avoided emissions.

**"Environmental Incentives"** means all (i) federal, state, or local tax credits associated with the construction, ownership, or production of electricity from the Solar Project; (ii) grants or subsidies for which the Solar Project may be eligible, and (iii) any other financial incentives associated with the Solar Project granted by any person or entity.

**"Solar Project"** means the Lessee's solar photovoltaic generating facility and all related equipment located on the Leased Premises.

## 8. MISCELLANEOUS.

- 8.1 **Heirs, Successors, Assigns and Transferees.** Except as otherwise expressly provided under the terms and conditions herein, the terms of this Agreement shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto (including any person or entity who or which shall become the owner of the Property by reason of foreclosure of the Security Instrument or acceptance of a deed in lieu of foreclosure or otherwise).
- 8.2 **Notices.** All notices, demands, or other communications under this Agreement and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) Business Days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

"OWNER"

LBA NCC-Company XXVI, LLC  
 c/o LBA Realty  
 3347 Michelson Drive, Suite 200  
 Irvine, California 92612  
 Attention: Thomas Rutherford

"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION  
 Wells Fargo Bank, National Association  
 Commercial Real Estate Group (AU# 0002955)  
 2030 Main Street, Suite 800  
 Irvine, CA 92614  
 Attention: Loan Administration  
 Loan No. 1021019

"LESSEE"

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SRE Solar Origination 2, LLC  
1000 Wilson Blvd, Suite 2400  
Arlington, VA 22209  
Attn: General Counsel

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

- 8.3 **Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 8.4 **Remedies Cumulative.** All rights of Lender herein to collect rents on behalf of Lessor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Lessor or others.
- 8.5 **Headings.** All article, section or other headings appearing in this Agreement are for convenience of reference only and shall be disregarded in construing this Agreement.
- 7.6 **Incorporation.** Exhibit A is attached hereto and incorporated herein by this reference.

*[Remainder of this page intentionally left blank.]*



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Loan No. 1021019


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

**NOTICE: THIS SUBORDINATION 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.**

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

"LENDER"

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By:   
Name: Matthew Wibel  
Its: Vice President

*[Signature, continue on following page.]*

Property  
Cook County Clerk's Office

Signature Page  
To  
Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel,  
Attornment and Non-Disturbance Agreement

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Loan No. 1021019

## LENDER'S ACKNOWLEDGEMENT

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.

Arizona ca  
STATE OF ~~CALIFORNIA~~  
COUNTY OF Maricopa ss.

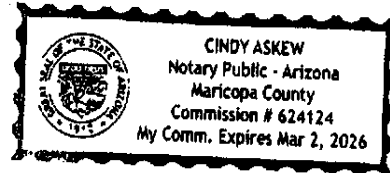
On October 11, 2023 before me, [Cindy Askew Notary Public], personally appeared Matthew Mitchell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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~~ Arizona ca that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Cindy Askew

My commission expires March 2, 2026



Acknowledgement  
To  
Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel,  
Attornment and Non-Disturbance Agreement

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Loan No. 1021019

“LESSEE”

SRE SOLAR ORIGINATION 2, LLC,  
a Delaware limited liability company

By:     *BL*    

Name: Barrett LaChance  
Title: Authorized Representative

***[Signatures continue on following page.]***

Property of Cook County Clerk's Office

Signature Page  
To  
Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel,  
Attornment and Non-Disturbance Agreement

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Loan No. 1021019

## LESSEE'S ACKNOWLEDGEMENT

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 Virginia  
COUNTY OF ARLINGTON ss.

On October 2, 2023 before me, [DeAnna Johnson], personally appeared Barrett LaChance, 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 Virginia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature *DeAnna D. Johnson*

My commission expires 10-31-27



Acknowledgement  
To  
Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel,  
Attornment and Non-Disturbance Agreement

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Loan No. 1021019

"OWNER"

LBA NCC-COMPANY XXVI, LLC,  
a Delaware limited liability company

By:   
Name: Steven A. Layton  
Title: Authorized Signatory

Property of Cook County Clerk's Office

Signature Page  
To  
Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel,  
Attornment and Non-Disturbance Agreement

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## OWNER'S ACKNOWLEDGEMENT

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 ss.

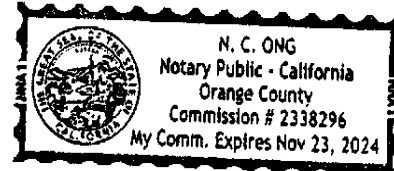
On September 13, 2023 before me, [N.C. Ong, a Notary Public], personally appeared Kevin A. Linton who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 \_\_\_\_\_

My commission expires November 23, 2024



Notary of Cook County Clerk's Office

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## EXHIBIT A

### DESCRIPTION OF PROPERTY

All that certain real property located in the County of Cook, State of Illinois, described as follows:

**Parcel 1:**

Lots 3, 4 and 5 in the Final Plat of Elk Grove Technology Park Resubdivision, being a subdivision of part of the Southwest Quarter of Section 22, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded June 19, 2018 as Document Number 1817016002.

**Parcel 2:**

Rights, subject to the obligations, contained in the Annexation Agreement among Elk Grove Village, Pecora Family Limited Partnership, and Chicago Title Land Trust Company as Trustee under Trust Agreement dated March 29, 1991 known as Trust Number RV-011122 et al, recorded January 19, 2018 as Document Number 1801929124 and the unrecorded Redevelopment Agreement attached thereto as an exhibit between Elk Grove Village and GB Elk Grove 1, LLC, as successor in interest to BIG Acquisitions LLC dated November 14, 2017.

**Parcel 3:**

Perpetual non-exclusive easements for the benefit of Parcel 1 as set forth in Article II of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Elk Grove Technology Park dated as of January 15, 2019 and recorded January 17, 2020 as Document Number 2001741059.

**Parcel 4:**

Easement for the benefit of Lot 5 of Parcel 1 as created by Easement Agreement recorded January 21, 2020 as Document Number 2002106050 by and between T5@Chicago LLC (then Owner of Lot 6) and GB Elk Grove 1, LLC (then Owner of Lot 5) granting an easement for vehicular and pedestrian access to, and ingress and egress in favor of, Lot 5 along and over a portion of Lot 6 more particularly depicted on Exhibit C thereto.

**PIN(s):**

08-22-304-012; 08-22-304-13; 08-22-304-009; 08-22-304-010

Address: 701, 801 and 150 Innovation Drive, Elk Grove Village, IL