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Cook County Recorder

39.00

COVENANT NOT TO COMPETE



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Document Prepared by
and Return to:
H. James Slinkman
Assistant General Counsel
Advocate Health Care
2025 Windsor Drive
Oak Brook, Illinois 60523

22054411/79887727656, Dd

Property of Cook County Clerk's Office

THIS AGREEMENT (the "Agreement") made this 18th day of June, 2002 by **CHICAGO TITLE LAND TRUST COMPANY A/T/U/T/A/** dated May 1, 2002, A/K/A Trust No. 1110819, its successors and/or assigns (hereinafter referred to as the "Grantor") and **ADVOCATE HEALTH AND HOSPITALS CORPORATION**, an Illinois not-for-profit corporation and **ADVOCATE NORTH SIDE HEALTH NETWORK**, an Illinois not-for-profit corporation (hereinafter referred to as "Grantee").

PREAMBLES:

A. Grantor is the owner in fee simple of a certain parcel of real estate in the City of Chicago, County of Cook, State of Illinois, legally described in Exhibit "1", attached hereto and incorporated herein (the "Property");

BOX 333-CT

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NOW, THEREFORE, Grantor and Grantee agree as follows:

1. Covenant Not to Compete. The Property shall not be used for the development, building, operation, or maintenance of a hospital, ambulatory surgery center, or other licensed healthcare facility on the Property without the prior written permission of Grantees, their successors and/or assigns. Excepted and excluded from the restrictions of this covenant not to compete is the use of the Property as offices for physicians, surgeons, dentists and other persons licensed in the medical healing profession to perform usual and customary office procedures (but not to operate a licensed healthcare facility), skilled nursing facility and assisted living facility. In the event Grantee, its affiliates, and/or their successors and assigns, are dissolved and cease to exist (other than pursuant to a reorganization or other restructuring) or cease to own and operate a hospital, ambulatory surgery center, or other licensed healthcare facility within ten miles of the Property, whichever first occurs, then this written covenant not to compete shall terminate and become unenforceable. If the foregoing covenant is deemed by a court of competent jurisdiction to be overly broad or restrictive, the parties agree that such covenant shall not terminate but rather be automatically modified to the extent necessary to address the components deemed overly broad or restrictive.
2. Consent to Permitted Uses. Grantor hereby consents to those uses in Exhibit 2, which is attached hereto and made fully a part hereof.
3. Counterparts. This Covenant may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

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IN WITNESS WHEREOF, the parties have caused their names to be signed to these presents as of the date and year first above mentioned.

**ADVOCATE HEALTH AND HOSPITALS
CORPORATION,**

an Illinois not-for-profit corporation

By: Gail D. Hasbrouck
Gail D. Hasbrouck

Its: Chief Legal Officer, General Counsel,
and Corporate Secretary

**ADVOCATE NORTH SIDE HEALTH
NETWORK,**

an Illinois not-for-profit corporation

By: Gail D. Hasbrouck
Gail D. Hasbrouck

Its: Chief Legal Officer, General Counsel,
and Corporate Secretary

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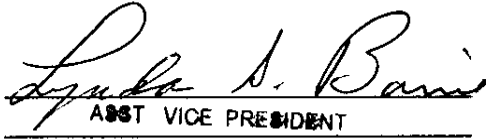
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CHICAGO TITLE LAND TRUST COMPANY
A/T/U/T/A DATED MAY 1, 2002 A/K/A TRUST #1110819

By:
Its:


ASST VICE PRESIDENT

ATTEST:

Attestation not required
pursuant to corporate by-laws.

Its: Secretary

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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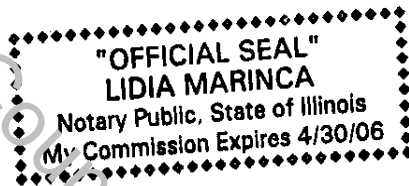
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LYNDA S. BARRIE the ASST. VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY, and _____, the Secretary of _____ personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Agreement, on behalf of said corporation and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 18th day of June, 2002.

Lidia Marinca

Notary Public



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EXHIBIT 1

PARCEL 1:

LOTS 1, 2, AND 3 OF SAMUEL BROWN JR.'S SUBDIVISION OF LOTS 13 AND 14 IN BLOCK 14 IN RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 2 IN FELIX J. CANDA'S RESUBDIVISION OF LOT 15 IN BLOCK 14, IN RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 16 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 14 IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1 THROUGH 10, BOTH INCLUSIVE, AND LOTS 13 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 15 IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

ALL THAT PART OF NORTH WINCHESTER AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 17 TO 24, BOTH INCLUSIVE, IN BLOCK 14, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 15, AND LYING NORTH OF AND ADJOINING A LINE DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT 17 IN BLOCK 14 TO THE SOUTHEAST CORNER OF SAID LOT 8 IN BLOCK 15 ALL IN RAVENSWOOD AFORESAID, SAID PART OF PUBLIC STREET BEING FURTHER DESCRIBED AS ALL THAT PART OF NORTH WINCHESTER AVENUE LYING BETWEEN WEST WILSON AVENUE AND A LINE DRAWN 392 FEET, MORE OR LESS, SOUTH OF AND PARALLEL THERETO, IN COOK COUNTY, ILLINOIS.

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PARCEL 6:

THAT PART OF THE NORTH AND SOUTH VACATED ALLEY PER DOCUMENT 24015075, LYING WEST OF AND ADJOINING LOTS 1 TO 10 AND LYING EAST OF AND ADJOINING LOTS 15 TO 24, IN BLOCK 15 IN RAVENSWOOD AFORESAID AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF LOT 15 AFORESAID, ALSO THAT PART OF THE WEST HALF OF THE NORTH AND SOUTH VACATED ALLEY PER DOCUMENT 24015075 LYING EAST OF THE ADJOINING LOTS 13 AND 14 IN BLOCK 15 IN RAVENSWOOD AFORESAID AND LYING SOUTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF LOT 15 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 11 AND 12 IN BLOCK 15 IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY PER DOCUMENT 24015075, LYING WEST OF AND ADJOINING LOTS 11 TO 12 IN BLOCK 15 IN RAVENSWOOD AFORESAID AND LYING SOUTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF LOT 15 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4550 North Winchester Avenue, Chicago, Illinois

PERMANENT INDEX NUMBERS:

14-18-212-003 through -014, inclusive
14-18-212-024, -025 and -026
14-18-213-001 through -007, inclusive

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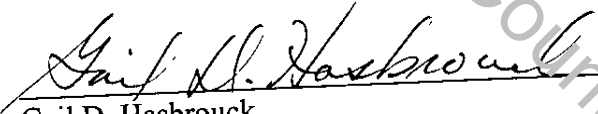
EXHIBIT 2

CONSENT TO COVENANT NOT TO COMPETE

Advocate Health and Hospitals Corporation ("AHC") and Advocate North Side Health Network ("North Side") hereby consent to the use of the property located at 4501 N. Winchester, Chicago, IL commonly referred to as the Special Care Pavilion and legally described on the attached Exhibit 1, (the "Property") being used by Chicago Institute of Neurosurgery and Neuroresearch Medical Group, S.C, ("CINN") as a hospital for (i) the provision of the neurology and/or neurosurgery services and related orthopedic services and (ii) for rehabilitative services related to neurology and/or neurosurgery services and related orthopedic services. The Property may also be used for such other services and by such other parties as AHC and/or North Side shall consent to in writing. This consent is given this 19 day of June, 2002. This instrument is intended to be an exception to the Covenant Not to Compete, dated June 19, 2002, between Chicago Title Land Trust Company A/T/J/T/A dated May 1, 2002, A/K/A Trust #1110819, as Grantor, and AHC and North Side, as Grantees.

ADVOCATE HEALTH AND HOSPITALS CORPORATION


By:


Gail D. Hasbrouck

Chief Legal Officer, General Counsel and Corporate Secretary

ADVOCATE NORTH SIDE HEALTH NETWORK

By:


Gail D. Hasbrouck

Chief Legal Officer, General Counsel and Corporate Secretary

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CONSENT OF MORTGAGEE

To the COVENANT NOT TO COMPETE to which this Consent is attached.

THE PRIVATEBANK AND TRUST COMPANY (the "Mortgagee"), as holder of a mortgage on all or portions of the real property referred to as the Property in the COVENANT NOT TO COMPETE to which this Consent is attached, hereby consents to the execution and recording of this COVENANT NOT TO COMPETE, and agrees that in the event Mortgagee acquires title to or possession of any portion of the Property, Mortgagee shall be bound by this COVENANT NOT TO COMPETE.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be signed by its duly authorized Officers on its behalf, all done in _____, Illinois on this 18 day of _____ June _____, 2002.

THE PRIVATEBANK AND TRUST COMPANY

By: [Signature]
Name: JAMES WAGNER
Title: ASSOCIATE MANAGING DIRECTOR

STATE OF ILLINOIS)
))
COUNTY OF LAKE)) SS

I, Stanford E Gass, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES WAGNER, who subscribed to the foregoing instrument as an Officer of The PrivateBank and Trust Co, appeared before me this day, in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free, voluntary and duly authorized act of said Corporation, for the uses therein set forth.

GIVEN under my hand and notarial seal, this 18th day of June, 2002



[Signature]
NOTARY PUBLIC

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