

Hall

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CCAN: 44818

DRAFTED BY & UPON RECORDING RETURN TO:
ATTN: Rhonda Brown
CIT SMALL BUSINESS LENDING CORPORATION
640 Plaza Drive, Suite 200
Highlands Ranch, CO 80129

Doc#: 0512433076
Eugene "Gene" Moore Fee: \$78.00
Cook County Recorder of Deeds
Date: 05/04/2005 08:40 AM Pg: 1 of 10

SUBORDINATION, ATTORNMENT AND ESTOPPEL AGREEMENT

THIS AGREEMENT, entered into this 28th day of April, 2005 is between Michelle J. Alexandre ("Borrower"), Roya Family Medical Center, Ltd. ("Tenant") and CIT SMALL BUSINESS LENDING CORPORATION ("Lender").

Recitals

WHEREAS, Tenant, by virtue of a certain lease dated April 8, 2005 (the "Lease"), entered into with Borrower as landlord, a copy of the Lease has been provided to Lender which is the correct and most current lease and to which there have been no addendums added, and a copy of said Lease is attached hereto as Exhibit "B", has leased the real property known as 808 N. Broadway, Melrose Park, IL 60160, of which is more particularly described on Exhibit "A" attached hereto and by reference incorporated herein (the "Premises");

WHEREAS, Borrower has requested that Lender make a loan (the "Loan") to be secured by a lien on real estate from Borrower to Lender (the "Mortgage/Deed of Trust") encumbering the Premises; and

WHEREAS, Lender has required as a condition for the making of the Loan that a Subordination Agreement and Estoppel Letter be executed by Tenant, whereby the Lease is subordinated to the Mortgage/Deed of Trust.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in order to induce Lender to make the Loan, the parties do hereby agree and covenant as follows:

A. Tenant hereby certifies, represents, warrants, confirms, covenants, and agrees for the benefit of Lender as follows:

1. Tenant is "tenant" or "lessee" under the Lease.
2. The Lease is in full force and effect and has not been modified, altered, amended, changed, supplemented, terminated or superseded in any manner.
3. The Lease constitutes a complete statement of the agreements, covenants, terms and conditions of Tenant and Borrower with respect to the Premises, and there are no other agreements or understandings between Borrower and Tenant with respect to the Premises or the Lease.
4. The Lease and all rights of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms and provisions of the Loan and the Mortgage/Deed of Trust and to all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.
5. The primary term of the Lease is for twety-four (24) years, commencing on April ____, 2005 and ending on March 31, 2029. Tenant has zero (0) option(s) of zero (0) years each to renew and extend the term of the Lease.

BOOK 333-CP

CHICAGO LAND AGENCY ST5073100 - 25039178 LAA

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6. Rents due monthly during the primary term of the Lease are currently paid no more than one month in advance.
 7. All agreements and conditions of the Lease to be performed or complied with by Borrower relating to the improvements or the use of the Premises have been satisfied and the improvements were fully and timely completed and have been approved and accepted by Tenant.
 8. Tenant has accepted possession and is in actual occupancy of the Premises and as of the date of this Agreement, there are no defenses to Borrower's enforcement of its rights under the Lease.
 9. Tenant has no charges, liens, claims, credits or offsets against rentals under the Lease.
 10. Borrower is holding no security to secure Tenant's obligations; no rents have been prepaid, except as provided in paragraph 6 above, and there are no periods of free rentals applicable to the term of the Lease, except as specified in the Lease. In no event will Tenant look to Lender for the return of any security deposit.
 11. Without Lender's prior written consent, Tenant and Borrower will not (a) modify or in any manner alter the agreements, covenants, terms or conditions of the Lease or any modification or amendment hereto specified herein; (b) waive or release performance of any obligation under the Lease or under any modification or amendment thereto specified herein; (c) accept surrender, abandonment, cancellation or termination of the Lease; (d) pay or accept the rent or any other sums becoming due under the terms of the Lease more than one month in advance unless the Lease or any modification or amendment specified herein provides otherwise; or (e) accept waiver of or release from the performance of any obligations under the Lease.
 12. From time to time upon request, Tenant will timely execute and deliver Estoppel Letters to Lender or Lender's designees or a sign, including any instrument that may be necessary or appropriate to evidence attornment. Tenant hereby irrevocably appoints Lender its attorney-in-fact to execute and deliver for and on behalf of Tenant any such instrument.
 13. Tenant has not subleased, nor will Tenant sublease in the future, any portion of the Premises and Tenant has not assigned, nor will Tenant assign in the future, whether outright or by collateral assignment, all or any portion of Tenant's rights under the Lease.
- B. By reason of the execution of this Agreement, no duty or responsibility is imposed upon Lender to perform or comply with any of the terms, provisions or conditions of the Lease required to be performed by Borrower.
- C. If Lender acquires the Premises pursuant to a foreclosure proceeding or deed in lieu thereof, Tenant will attorn to Lender as successor to Borrower under the terms of the Lease, unless Lender elects to terminate the Lease and the rights of Tenant to the possession of the Premises. Tenant waives the right, if any, under any statute or rule of law now or hereinafter in effect, which may allow Tenant to terminate the Lease or to surrender possession of the Premises in the event any proceeding is brought by Lender, and Tenant agrees that unless and until Lender elects to terminate the Lease and extinguish Tenant's leasehold estate, the Lease will not be effected in any way by any proceeding.
- D. In the event the Mortgage/Deed of Trust is foreclosed for any reason, and Lender does not elect to terminate the lease, Lender will succeed to the interest of Borrower under the Lease and Tenant will be bound to Lender under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if Lender were landlord under the Lease. Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of Borrower under the Lease, or until Tenant receives notice from Lender pursuant to any assignment of leases and rents executed by Borrower in connection with the Loan. To the extent of the then remaining

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balance of the term of the Lease the respective rights and obligations of Tenant and Lender upon such attornment shall be the same as now set forth in the Lease.

E. In the event Lender succeeds to the rights of Borrower as landlord under the Lease, Lender shall not be (a) liable for any act or omission of any prior landlord, including Borrower, (b) subject to any offsets or defenses which Tenant may have against any prior landlord, (c) bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance, (d) bound by any amendment or modification of the Lease made without Lender's consent, (e) bound by any lease provisions with respect to landlord's obligation to complete any construction on the Premises, or (f) liable to Tenant under the Lease to any extent beyond Lender's interest in the Premises.

F. This Agreement may be modified only in writing, signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, successor and assigns; it being expressly understood that all references to "Lender" shall be deemed to include not only Lender but also its successors and assigns, including any purchaser at a foreclosure sale.

G. A standard mortgagee clause naming Lender as Mortgagee shall be added to any and all insurance policies required to be carried under the Lease or Mortgage/Deed of Trust, and the insurance proceeds are to be applied in the manner specified in the Mortgage/Deed of Trust. Such standard mortgagee clause shall also provide for non-cancellation of the policy without at least thirty (30) days prior written notice to Lender. Borrower and Tenant shall provide Lender with copies of the endorsement containing such standard mortgagee clause, together with a complete copy of the exclusions and exceptions section of the insurance policy(ies) within twenty (20) days after the execution of this Subordination, Attornment and Estoppel Agreement.

H. Whenever Borrower or Tenant shall give notice to the other of a breach of any of the conditions, covenants, or provisions of this Lease, Borrower and Tenant agree to also send a copy of such notice to Lender at P.O. Box 1529, Livingston, New Jersey 07039-1529, Attention: Small Business Lending, Portfolio Administration Group.

I. Borrower and Tenant affirm that as of the date of this Agreement, there are no breaches of any of the covenants, conditions or provisions of the Lease.

J. Notwithstanding the terms of the Lease, in the event of breach of any of the covenants, conditions, or provisions of the Lease by Borrower, Tenant agrees that Borrower shall have thirty (30) days from the date Borrower receives notice, specifying such breach, to cure said breach. Tenant further agrees that Lender shall also have a reasonable period of time to cure such breach, which period of time shall include, if necessary, the time necessary for Lender to secure possession of the Premises.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

BORROWER:

Michelle J. Alexandre
Michelle J. Alexandre, Individually

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 Michelle J. Alexandre, is personally known to me to the same person (s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and seal this 28 day of April, 2005.

Robert S Spadoni
Notary Public

My commission expires:



TENANT:

Roya Family Medical Center, Ltd.

Michelle J. Alexandre
By: Michelle J. Alexandre, President

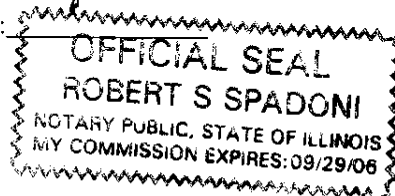
Michelle J. Alexandre
By: Michelle J. Alexandre, Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY, that Michelle J. Alexandre personally known to me to be the president and secretary of Roya Family Medical Center, Ltd, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said Instrument of writing as president and secretary of said Corporation, and caused the seal of said Corporation to be thereunto affixed, pursuant to the authority given by the Board of Directors of said Corporation as her free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes set forth.

GIVEN under my hand and seal this 28 day of April, 2005.

Robert S Spadoni
Notary Public
My Commission Expires:



(Signatures and Acknowledgements Continue on Following Page)

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LENDER:

CIT Small Business Lending Corporation

By: *Pamela K. Scott*

Pamela K. Scott, Asst. VP

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO

COUNTY OF DOUGLAS

On this 25th day of April, in the year 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Pamela K. Scott, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Asst. VP President on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Signature *A. Murray*
Notary Public in and for said County and State

My Commission Expires: 8-30-08

A. MURRAY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 8/30/08

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CCAN: 44818

CIT Small Business Lending Corporation
DEBTOR NAME: Michelle J. Alexandre and Roya Family Medical Center Ltd.

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 15 AND 16 IN BLOCK 108 IN MELROSE, BEING A SUBDIVISION OF PARTS OF SECTIONS
3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

MORE COMMONLY KNOWN AS: 808 N. Broadway Melrose Park IL 60160

RECORD OWNER: Michelle J. Alexandre

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Exhibit B

**LEASE
MEDICAL PRACTICE**

DATE OF LEASE: April, 28 2005
LEASE TERM: 288 months (24 years), beginning April 28, 2005 through March 31, 2029
MONTHLY RENT: \$3,629.00; plus 1/12 taxes and Insurance per month.
 Rent due: On or before the 5th of each month.
PROPERTY; 808 Broadway, Melrose Park, IL 60160
LESSOR: Dr. Michelle Alexandre
 942 Swain Avenue
 Elmhurst, IL 60126
LESSEE: Roya Family Medical Center, Ltd.
 808 Broadway
 Melrose Park, Illinois 60160

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee; and Lessee hereby leases from Lessor, the First Floor of building designated above (808 Broadway, Melrose Park, Illinois 60160), hereinafter, the "Premises", to be used exclusively as a medical practice together with the appurtenances thereto, for the above lease term.

LEASE COVENANTS AND AGREEMENTS**RENT:**

Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly until termination of this lease, at Lessor's address as designated above or such other address as Lessor may designate in writing at least 30 days prior.

CONDITION OF THE PREMISES; REDELIVERY TO LESSOR:

Lessee has examined and knows the condition of Premises and accepts the premises in its present condition. Upon the termination of this lease in any way, Lessee will immediately yield up the premises to Lessor in as good condition as when the same were entered upon by Lessee, ordinary wear and tear only excepted, and shall return all property on the premises and keys to Lessor immediately.

USE; SUBLET; ASSIGNMENT:

Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified.

USE AND REPAIR:

Lessee will take good care of the building, lease premises and the fixtures therein, and will commit and suffer no waste therein; Lessee will make all repairs necessary to the walls, ceilings, paint, plastering, plumbing work, pipes and fixtures to the Premises, whenever such damage or injury to the same shall have resulted from misuse or neglect by the Lessee.

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RIGHT TO RELET:

If Lessee shall abandon or vacate the Premises, the Lessor shall not be required to relet the premises; and the balance of all future rents shall be immediately due and payable to the Lessor. The Lessor may with the approval of the first mortgagee, relet the premises upon the same terms and conditions as are contained in this lease. Pursuant to Illinois statute, if the property is relet, and if a sufficient sum shall not thus be realized, after paying the expenses of such reletting and collecting, to satisfy the rent hereby reserved, Lessee agrees to pay all deficiencies.

HOLDOVER:

If the Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then the Lessor may at Lessor's option within thirty days after the termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from month year to year thereafter, at the rental specified herein, or (b) creation of a month to month tenancy, upon the same terms of this lease, or (c) creation of a tenancy at sufferance, at 150% of the then current rent per month for the time Lessee remains in possession. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee.

DEFAULT BY LESSEE:

If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by Lessee, Lessor may at any time thereafter at Lessee's election declare said term ended and reenter the Premises or any part thereof, without notice or process of law.

DEFAULT BY LESSOR:

If default be made by the Lessor in any of the covenants herein contained, Lessor shall be responsible for any and all damages incurred by the Lessee.

PAYMENT OF COSTS:

Lessee or Lessor, whomever breaches this Lease agreement, shall pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor or Lessee in enforcing the covenants and agreements of this Lease.

FIRE AND CASUALTY:

In case the Premises shall be rendered unusable during the term of this lease by fire or other casualty, Lessor, within 30 days, shall repair said Premises. Rent shall be apportioned and paid to the day of such fire or other casualty.

SUBORDINATION:

This lease is subordinate to lessor's first mortgage on the property, and any subsequent extensions of said mortgage, or second mortgage permitted by the first mortgagee, which may now or hereafter affect the real property of which the premises form a part.

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PLURALS; SUCCESSORS:

The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and be exercised by her or their attorneys and/or agents.

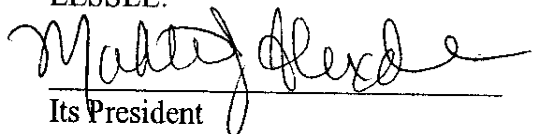
SEVERABILITY:

This lease is entered in the State of Illinois and affects property in Illinois. Therefore Illinois law shall govern the construction of any terms or conditions herein stated. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

COMPLIANCE WITH LAWS, STATUTES AND ORDINANCES:

The parties to this lease acknowledge that the terms of this lease may be inconsistent with the laws, statutes or ordinances of the jurisdiction in which the Premises are located, and where inconsistent, these terms may be superseded by the provisions of such laws, statutes or ordinances. To the extent the provisions of such laws, statutes or ordinances supersede the terms of this lease, such provisions are hereby incorporated into the terms of this lease by this reference, and the parties to this lease are free to refer to such provisions to be bound thereby.

LESSEE:


Its President

LESSOR:



DeKalb County Clerk's Office

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ORDER NO.: 1409 - ST5073100
ESCROW NO.: 1410 - 025039178

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STREET ADDRESS: 808 N BROADWAY
CITY: MELROSE PARK ZIP CODE: 60160 COUNTY: COOK
TAX NUMBER: 15-03-353-009-0000

STREET ADDRESS: 808 N BROADWAY
CITY: MELROSE PARK ZIP CODE: 60160 COUNTY: COOK
TAX NUMBER: 15-03-353-010-0000

Property of Cook County Clerk's Office

LEGAL DESCRIPTION:

LOTS 15 AND 16 IN BLOCK 108 IN MELROSE, SAID BEING A SUBDIVISION OF LOTS 3, 4 AND 5 IN SUBDIVISION OF THE SOUTH 1/2 OF SECTION 3 AND ALL OF SECTION 10, LYING NORTH OF CHICAGO AND NORTHWESTERN RAILROAD (GALENA DIVISION) TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.