



Doc#: 0622232035 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/10/2006 10:45 AM Pg: 1 of 9

2/10/06

This Instrument Prepared
By and After Recording
To Be Returned To:

Kenneth A. Latimer, Esq.
Duane Morris LLP
227 West Monroe Avenue
Suite 3400
Chicago, Illinois 60606

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of this 28th day of May, 2006, between LAKE FOREST BANK & TRUST COMPANY, an Illinois banking corporation ("Lender") and VHS OF ILLINOIS, INC., A DELAWARE CORPORATION d/b/a MAC NEAL HOSPITAL AS SUCCESSOR IN INTEREST TO MAC NEAL MANAGEMENT SERVICES INC., AND ILLINOIS CORPORATION. ("Tenant").

RE
8339344

RECITALS

A. Tenant is the Lessee under that certain Building Lease Agreement dated February 18th, 1992 (as the same has been and may be amended, modified or restated from time to time, the "Lease") with 7222 CERMAK LLC, an Illinois limited liability company (the "Landlord"), with respect to premises described in the Lease (the "Premises") located on certain property commonly known as the 7222 West Cermak Road Building in North Riverside, Illinois and more particularly described in Exhibit A attached hereto and made a part hereof (such building, including the Premises is hereinafter referred to as (the "Property").

B. This Agreement is being entered into in connection with a mortgage loan (the "Loan") being made by Lender to Landlord to be secured by among other things a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement to secure the Loan on the property (as same may be amended, modified or restated from time to time, the "Mortgage") to be recorded with the Clerk of the County in which the Property is located. The Mortgage and any other documents recorded by Lender in conjunction with the Loan and the Mortgage, including without limitation, that certain Assignment of Rents and Leases of even date herewith (as same may be amended, modified or restated from time to time, the "Assignment") made by Landlord in favor of Lender, are hereinafter collectively referred to as (as same may be amended, modified or restated from time to time, the "Security Documents").

C. Tenant acknowledges that Lender will rely on this Agreement in making the Loan to Landlord.

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NOW THEREFORE, for mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease is and shall be subject and subordinate to the Security Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions thereof. Said subordination is to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof.

2. Lender agrees that if the Lender exercises any of its rights under the Security Documents, including an entry by Lender pursuant to the Mortgage or a foreclosure under the Mortgage or exercise of other remedies under the Mortgage placing Lender in possession of the Property, Lender shall not disturb Tenant's right of quiet enjoyment of the Premises under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease.

3. Tenant agrees that in the event of a foreclosure of the Mortgage or other exercise of rights by the Lender under the Mortgage or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to fee ownership with respect to the Lease, Tenant will attorn to and recognize Lender as its Landlord under the Lease for the remainder of the term of the Lease (including all extension periods which had been or are hereafter exercised) upon the same terms and conditions as set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be:

(a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), or

(b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), or

(c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord), or

(d) bound by an obligation to make any payment to Tenant which was required to be made prior to the time Landlord succeeded to any prior Landlord's interest, or

(e) accountable for any monies deposited with any prior Landlord (including security deposits, except to the extent such monies are actually received by Lender), or

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(f) bound by any amendment or modification of the Lease made after the date hereof without the consent of Lender.

5. Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of the Mortgage shall continue to govern with respect to the disposition of any insurance proceeds or eminent domain awards and any obligations of Landlord to restore the real estate of which the Premises are a part shall, insofar as they apply to Lender, be limited to insurance proceeds or eminent domain awards and any obligations of Landlord to restore the real estate of which the Premises are a part, shall, insofar as they apply to Lender, be limited to insurance proceeds or eminent domain awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

6. Tenant hereby agrees to give Lender copies of all notices of Landlord defaults under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord. Lender shall have the right but not the obligation to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Lease to be remedied, and for such purpose Tenant hereby grants Lender such additional period of time as may be reasonable to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying or causing to be remedied, any such default. Tenant shall accept performance by Lender of any terms, covenant, condition or agreed to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No Landlord default under the Lease shall exist or shall be deemed to exist (i) as long as Lender, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuted the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender, as long as Lender, in good faith, shall have notified Tenant that Lender intends to institute proceedings under the Security Documents, and, thereafter, as long as such proceeds shall have been instituted and shall be prosecuted with reasonable diligence. In the event of the termination of the Lease by reason of any default thereunder by Landlord, upon Lender's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to Lender or its designee or nominee a new lease of the Premises for the remainder of the term of the Lease upon all of the terms, covenants and conditions of the Lease. Lender shall have the right, without Tenant's consent, to foreclose the Mortgage to or to accept a deed in lieu of foreclosure of the Mortgage or to exercise any other remedies under the Security Documents.

7. Tenant hereby consents to the Assignment in connection with the Loan. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in the Assignment and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of the Assignment or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, the fee owner of the Premises. Tenant agrees that upon receipt of a written notice from Lender of a default by Landlord under the Security Documents or with respect to repayment of the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease.

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8. Notwithstanding any provision to the contrary contained in the Lease, the Lease shall not be modified, amended or terminated (except a termination that is permitted in the Lease without Landlord's consent) without Lender's prior written consent in each instance.

9. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal or nondelivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Tenant: VHS of Illinois, Inc. d/b/a Mac Neal Hospital
3429 S. Oak Park Ave.
Berwyn, Illinois 60402
Attn: Office of the President

If to Lender: Lake Forest Bank & Trust Company
727 North Bank Lane
Lake Forest, Illinois 60045
Attention: STEPHEN L. MAOEN

10. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Landlord.

11. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.

12. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

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

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14. The person executing this Agreement on behalf of Tenant is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.

(Signature page follows.)

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IN WITNESS WHEREOF, the undersigned Tenant hereby executes this Agreement as of the date first above written.

TENANT:

VHS of Illinois, Inc. d/b/a Mac Neal Hospital

By: *[Signature]*

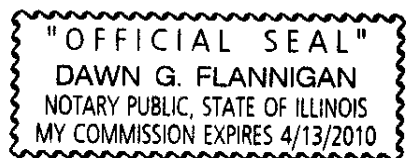
Name: J Michael Cowling

Title: SVP

STATE OF IL)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT _____, the _____ of _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 23 day of June, 2006.



[Signature]
NOTARY PUBLIC

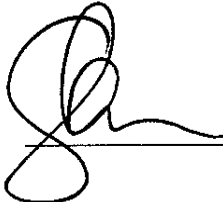
My commission expires on: 4/13/2010

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IN WITNESS WHEREOF, the undersigned Lender hereby executes this Agreement as of the date first above written.

LENDER:

**LAKE FOREST BANK & TRUST
COMPANY**, an Illinois banking
corporation

By: 

Name: STEPHEN L. MADDEN

Title: EXECUTIVE VICE PRESIDENT

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STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT STEPHEN L. MADDEN, the E.V.P. of LAKE FOREST BANK & TRUST COMPANY, an Illinois banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 20th day of July, 2006.



NOTARY PUBLIC

My commission expires on: 9/21/2009



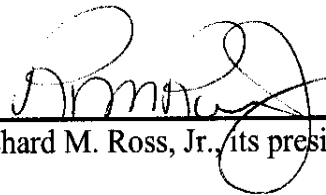
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The undersigned Landlord hereby consents to the Agreement and confirms the facts stated in the foregoing Agreement.

LANDLORD:

7222 Cermak LLC, an Illinois limited liability company

By: Bilger Corporation, an Ohio corporation, its manager

By: 
Richard M. Ross, Jr., its president

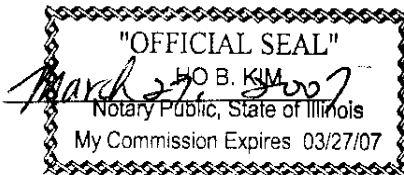
STATE OF Illinois)
) SS:
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Richard M. Ross, Jr., the PRESIDENT of 7222 CERMAK LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 28th day of June, 2006


NOTARY PUBLIC

My commission expires on:



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EXHIBIT A

LEGAL DESCRIPTION

Lot "A" in Plat of Subdivision entitled Oechslin's Resubdivision of Parts of Lots 1 and 2 in Commissioner's Partition of the South ½ of Section 24, Township 39 North, Range 12 East of the Third Principal Meridian, said Plat being recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 12, 1970, as Document 21235933, all in Cook County, Illinois.

7222 W. Cermak Road, North Riverside, IL

15-24-403-018

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