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Property of Cook County Clerk's Office

SUBORDINATION, NONDISTURBANCE AND ATTORNEY AGREEMENT

DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Brad S Gerber
Harrison & Held LLP
333 West Wacker Drive
Suite 1700
Chicago, Illinois 60606

GNT FILE #09-0146

PROPERTY COMMONLY KNOWN AS: 2545-2555 S. DR. MARTIN LUTHER KING, JR. DRIVE,
CHICAGO, IL

PINS: 17-27-402-018-0000; 17-27-402-015-0000; 17-27-203-010-0000, AND 17-27-203-014-0000

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SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the 5th day of June, 2009 by and between The Private Bank and Trust Company, a national banking association, its successors, assigns and affiliates (collectively, "Lender") having an address at 120 S. LaSalle St., Chicago, IL 60603, and Advocate Health Centers, Inc., having an address at c/o Facilities Management, 2545 S. King Drive, Chicago, IL 60616 ("Tenant").

RECITALS:

A. Tenant is the holder of a leasehold estate in a portion of the property described on Exhibit A (the "Property") under and pursuant to the provisions of a certain lease dated June 26, 2007 between King Sykes, L.L.C., as landlord ("Landlord") and Tenant, as tenant, as modified by Rentable Area Adjustment Agreement, dated as of February 25, 2008 (together, the "Lease");

B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") in favor of or to be assigned to Lender; and

C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. The Lease shall be subject and subordinate in all respects to the lien and terms of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any purchaser of the Property upon a foreclosure of the Security Instrument, that Tenant's possession of the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure. For purposes of this Agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. Tenant agrees to attorn to, accept and recognize any person or entity which acquires the Property through a foreclosure (an "Acquiring Party") as the landlord under the Lease for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

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4. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither Lender, any receiver or any Acquiring Party shall be:

- a) liable for any act, omission, negligence or default of any prior landlord (other than to cure defaults of a continuing nature with respect to the maintenance or repair of the demised premises or the Property); provided, however, that any Acquiring Party shall be liable and responsible for the performance of all covenants and obligations of Landlord under the Lease accruing from and after the date that it takes title to the Property except that Acquiring Party shall not be responsible for the return of any security deposit which was not delivered to Acquiring Party; or
- b) except as set forth in (a), above, liable for any failure of any prior landlord to construct any improvements; or
- c) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord; or
- d) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord; or
- e) bound by any cancellation, surrender, amendment or modification of the Lease or release of liability thereunder not expressly consented to in writing by Lender or otherwise permitted by the Security Instrument in each instance; or
- f) be liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property.

5. Rent. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand.

6. Lender to Receive Notices. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "**Landlord's Default**"), Tenant shall: (a) provide Lender with a notice of Landlord's Default specifying the nature thereof, the Section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow Lender not less than thirty (30) days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Mortgagee such additional time as Lender may reasonably need to obtain possession and control of the Property and to cure such Landlord's Default so long as Lender is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Lender fails to cure same within the time period specified above. For purposes of this

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Paragraph 6, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without Landlord having effectuated a cure thereof.

7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party as follows:

if to Tenant: Advocate Health Centers, Inc.
2025 Windsor Drive
Oak Brook, IL 60523
Attn: James Dan, M.D., President

with a copy to:

Advocate Health Care
2025 Windsor Drive
Oakbrook, IL 60523
Attention: Senior Vice President and General Counsel

if to Lender: The Private Bank and Trust Company
120 S. LaSalle Street
Chicago, IL 60603
Attn: David R. Fasano

with a copy to:

Harrison & Held, LLP
333 W. Wacker Drive
Suite 1700
Chicago, Illinois 60606
Attention: Brad S. Gerber

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 7, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in Chicago, Illinois.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties.

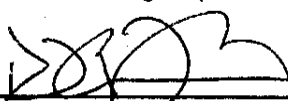
9. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

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IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.


LENDER:

THE PRIVATE BANK AND TRUST COMPANY,
an Illinois banking corporation

By: 
Name: David E. Fasano
Title: AMD

TENANT:

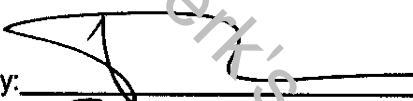
ADVOCATE HEALTH CENTERS, INC.

By: 
Name: H. James Slinkman
Title: Associate General Counsel

The undersigned accepts and agrees to the provisions of Paragraph 5 hereof:

LANDLORD:

KING SYKES, L.L.C.

By: 
Name: BRETT WALKER
Title: MANAGER

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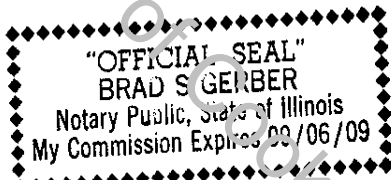
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LENDER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK } SS.

I, BRAD S GERBER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAN R FASANO, personally known to me to be the AMD of THE PRIVATE BANK AND TRUST COMPANY, a national banking association, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that, in such capacity, (s)he signed and delivered the said Instrument of writing as AMD of said national banking association, as his/her free and voluntary act and as the free and voluntary act and deed of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of JUNE, 2009,
2009.



[Signature]
Notary Public

My Commission expires: _____

County Clerk's Office

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TENANT'S ACKNOWLEDGEMENT

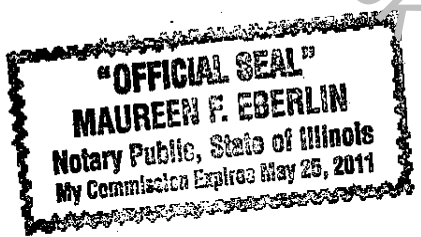
STATE OF Illinois _____ }
COUNTY OF COOK) SS.

I, Maureen F. Eberlin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that H. James Slinkman, personally known to me to be the Associate General Counsel of ADVOCATE HEALTH CENTERS, INC., an Illinois corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that, in such capacity, (s)he signed and delivered the said Instrument of writing as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of April, 2009.

Maureen F. Eberlin
Notary Public

My Commission expires: May 25, 2011



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LANDLORD'S ACKNOWLEDGEMENT

STATE OF ILLINOIS — }
COUNTY OF COOK } ss.

I, Helen M. Levy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BRETT WALROD, personally known to me to be the MANAGER of KING SYKES, L.L.C., an Illinois limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that, in such capacity, (s)he signed and delivered the said Instrument of writing as his/her free and voluntary act and as the free and voluntary act and deed of said entity for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of APRIL 2009.

Helen M. Levy
Notary Public

My Commission expires: 03/16/2013



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Exhibit A

Legal Description of the Property**PARCEL 1:**

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID FRACTIONAL 1/4 AND THE WESTERLY LINE OF LOT 1 IN CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN THE SOUTHEAST FRACTIONAL 1/4 OF SAID SECTION 27; THENCE NORTHWESTERLY ALONG THE NORTHWEST EXTENSION OF THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 10.95 FEET TO A POINT 9.82 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL 1/4 AND 33.00 FEET EAST OF THE WEST LINE OF SAID NORTHEAST FRACTIONAL 1/4; THENCE NORTH ALONG A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST FRACTIONAL 1/4, BEING THE EAST LINE OF SOUTH DR. MARTIN LUTHER KING, JR. DRIVE, A DISTANCE OF 389.38 FEET; THENCE EAST ALONG A LINE 175.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 8.70 CHAINS OF SAID NORTHEAST FRACTIONAL 1/4, A DISTANCE OF 275.00 FEET; THENCE NORTH ALONG A LINE 275.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH DR. MARTIN LUTHER KING, JR. DRIVE, A DISTANCE OF 175.00 FEET TO THE NORTH LINE OF SAID SOUTH 8.70 CHAINS; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 8.70 CHAINS, A DISTANCE OF 321.62 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD, A DISTANCE OF 599.17 FEET; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL 1/4, A DISTANCE OF 762.98 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 17-27-203-010-0000 AND 17-27-203-014-0000

PARCEL 2:

THAT PART OF LOT 1 IN ASSESSOR'S DIVISION OF UNSUBDIVIDED LAND IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WEST OF THE ILLINOIS CENTRAL RAILROAD COMPANY'S RIGHT OF WAY, BOUNDED AND DESCRIBED AS FOLLOWS::

BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 1 AND THE ILLINOIS CENTRAL RAILROAD COMPANY'S WEST RIGHT OF WAY LINE, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 102.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHWESTERLY ON A STRAIGHT LINE FORMING AN INTERIOR ANGLE OF 18 DEGREES 7 MINUTES 30 SECONDS, A DISTANCE OF 75.50 FEET TO THE NORTHEAST CORNER OF THE BUILDING LINE OF THE SWIGART PAPER COMPANY, THENCE NORTHWESTERLY ON AN ANGLE TO THE LEFT 21 DEGREES 56 MINUTES 30 SECONDS ALONG SAID BUILDING LINE A DISTANCE OF 22.84 FEET, THENCE WESTERLY ON AN ANGLE TO THE LEFT 13, DEGREES, 3 MINUTES 30 SECONDS ALONG SAID BUILDING LINE, A DISTANCE OF 65.47 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 1, WHICH IS 93.78 FEET WEST FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE EAST ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 93.78 FEET TO THE POINT OF BEGINNING

PIN: 17-27-402-015-0000

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PARCEL 3:

LOT 1 IN CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-27-402-018-0000

PROPERTY ADDRESS COMMONLY KNOWN AS:

2545-2555 S. DR. MARTIN LUTHER KING, JR DRIVE
CHICAGO, IL.

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